Agenda
Updated 5/8/2026

May 12, 2026
School Board of Manatee County
Regular Board Meeting and Public Hearing - 5:30 PM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. CALL TO ORDER

2. DISTRICT VISION - Kennedy

3. INVOCATION

4. VETERAN LED PLEDGE OF ALLEGIANCE

5. APPROVAL OF THE AGENDA

1. Approval of the Agenda Amendments - added after publishing

6. APPROVAL OF MINUTES

1. Approval of the Minutes of the April 7, 2026 School Board Meeting, April 14, 2026 Special School Board Meeting, and April 14, 2026 Workshop Minutes - updated 5/8/2026

7. RECOGNITIONS

1. 30-Year Recognition of School District Employees
2. School District of Manatee County Recognized by the Sunshine State School Public Relations Association
3. School Board Vice-Chair Richard Tatem Recognized by Florida School Boards Association
4. School Board Member Heather Felton Recognized by Florida School Boards Association

8. PUBLIC COMMENT AND RESPONSES (UP TO 30 MINUTES)

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

address the Board. Speakers must stand at the podium and not approach the dais.

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

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

9. REPORTS AND PRESENTATIONS

1. Food and Nutrition Services Department Update - updated 5/8/2026
2. Class of 2026 Senior Stats and Accolades - updated 5/8/2026

10. MEETING OF THE LEASING CORPORATION

1. Approval of Consent and Joinder by Manatee School Board Leasing Corporation for Permanent Utilities Easement Veterans Elementary School (No Financial Impact)

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 at the end of the section.

1. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)
2. Final Order of Dismissal (Non-Renewal) SBMC Case No. 26-0001
3. Approval of the Report of Teachers' Out-of-Field Content, Reading, and ESOL (English for Speakers of Other Languages) (No Financial Impact)
4. Approval to Apply, Accept and Expend Amendment 2 of the Title I, Part D - Neglected & Delinquent Youth Grant in the Amount of $16,120.90 (Federal Grant Funds)
5. Approval to Apply, Accept, and Expend the Amendment 1 for the Title II, Part A, Supporting Effective Instruction Grant for the 2025-2026 School Year in the Amount of $1,762,629.87 (Federal Grant Funds)
6. Approval of the Renewal Agreement Between the School District of Manatee County and Glori Enzor, DDS,PA, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2026-2029 School Years (No Financial Impact)
7. Approval of the Renewal Agreement Between the School District of Manatee County and Plymouth Harbor Incorporated for Clinical Experience for Manatee Technical College (MTC) Nursing Students for the 2026-2029 School Years (No Financial Impact)

8. Approval of the Clinical Experience Renewal Agreements for Manatee Technical College (MTC) Dental Assisting Students for the 2026-2029 School Years (No Financial Impact)

9. Approval of the New Agreements Between the School District of Manatee County and O'Brien Smiles and Venetian Dental for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2026-2029 School Years (No Financial Impact)

10. Approval of the New Agreement Between the School District of Manatee County and Sarasota Arthritis Center for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2026-2029 School Years (No Financial Impact)

11. Approval to Apply, Accept and Expend the Voluntary Prekindergarten (VPK) Summer Bridge Program in the Amount of $58,416.66 (Incoming State Grant Funds)

12. Approval of the Renewal Memorandum of Agreement with Tampa Bay Area Regional Career Pathways Consortium 2026-2030 School Years (No Financial Impact)

13. Approval of Contracts with Charter Schools and Other Sites to Provide Meal Service to Students and Adults for the 2026-2027 School Year (No Net Financial Impact)

14. Request for Approval of Assignment of Charter Contract from North River Charter Academy, Inc. to Parrish Charter Academy, Inc., Resulting in Both Charter Contracts Supervised by the Same Governing Board (No Financial Impact)

15. Approval of the Bid for Custodial Equipment, Parts and Repair Services, SDMC No. 27-0006-MR, Estimated in the Amount of $350,000.00 Annually (Multiple Funding Sources)

16. Approval of the Use of the Hendry County School District Bid on Relocatable Classrooms and Multipurpose Buildings, SDMC No. 26-0114-MR, Estimated in the Amount of $550,000.00 Annually (Capital Fund)

17. Approval to Use the Sourcewell Proposal on Vehicle Lifts with Garage and Fleet Maintenance Equipment RFP# 121223, SDMC No. 25-0110-KD Estimated in the Amount of $400,000.00 Annually (Multiple Funding Sources)

18. Approval of the Bid on General Trade Labor Services and Repairs, SDMC No. 26-0117-MR, Estimated in the Amount of $200,000.00 Annually (Capital Fund)

19. Approval of the Bid on Technology Equipment, Software, and Services - Catalog Discount, SDMC No. 26-0107-KD, Estimated in the Amount of $5,000,000.00 Annually (Multiple Funding Sources)

20. Approval of the Bid for Fuel and Diesel Exhaust Fluid Bulk and Delivery Services, SDMC No. 26-0110-TM, Estimated in the Amount of $2,000,000.00 Annually (Multiple Funding Sources)

21. Approval of the Use of the Interlocal Purchasing Agreement (TIPS) for Academic and Educational Goods and Services #250802, SDMC No. 27-0015-BS Estimated in the Amount of $475,000.00 Annually (Multiple Funding Sources)

22. Approval of Sole Source to Purchase BadgePass ID Card Machines, Supplies, Software/Subscription Licensing, and Services, SDMC No. 27-0012-KD, Estimated in the Amount of $225,000.00 Annually (Multiple Funding Sources)

23. Approval to Purchase CENTEGIX Crisis Alert and Contact Alert Products and Services, SDMC No. 27-0018-KD, Estimated in the Amount of $375,000.00 Annually (Multiple Funding Sources)

24. Approval to Purchase PowerSchool Subscriptions to Include Schoology Enterprise, Applicant Tracking System and Professional Learning System, SDMC No. 27-0020-BS,

Estimated in the Amount of $490,000.00 Annually (Multiple Funding Sources)

25. 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, 2026, through June 30, 2027, Not to Exceed $133,000.00 (Incoming NEFEC Reimbursement Funds)
26. Approval of Bayshore High School Exterior Column Repairs, Pre-Construction Agreement Between Owner and Reno Building LLC, in the Amount of $174,503.00 (Capital Funds)
27. Approval of Barbara Harvey K-8 at North River Ranch Addition Agreement Between Owner and Willis Smith Construction Amendment 3 in the Amount of $14,644,809.00 (Capital Funds)
28. Approval of Lake Manatee K-8 Building #2 Classroom Addition Amendment 4 Agreement Between Owner and NDC Construction Company Amended Completion Dates (No Financial Impact)
29. Approval of Oneco Elementary School Addition and Renovation Substantial Completion and Certificate of Completion Building 4 (No Financial Impact)
30. Approval of Oneco Elementary School Addition and Renovation Substantial Completion Building 9 and 10 Certificate of Occupancy Building 9 and Certificate of Completion Building 10 (No Financial Impact)
31. Approval of Rangeland High School Agreement Between Owner and Gilbane Building Company Amendment 2 Increase to the Guaranteed Maximum Price, in the Amount of $20,124,304.62 (Capital Funds)
32. Approval of Rangeland High School Agreement Between Owner and Affiliated Engineers SE Inc. (AEI), for Professional Engineering Commissioning Services in the Amount of $158,480.00 (Capital Funds)
33. Approval of Student Meal Price Increase for the School Year 2026-2027 (Food Services Fund)
34. Veterans Elementary School - Permanent Utilities Easement and Affidavit of Ownership and Encumbrances (No Financial Impact)
35. Approval of School Start Times for the 2026-2027 School Year and Submission of the School Start Time Compliance Report Form (SST-1) to the Florida Department of Education (No Financial Impact)
36. Approval of the Bid for Brokerage Services for Aviation Training Curriculum, Equipment, and Program Support, SDMC No. 27-0017-BS, Estimated in the Amount of $900,000.00 (State Appropriation)
37. Approval of Amendment 1 to the Interlocal Agreement with Manatee County for Joint Use of Portions of Martha B. King Middle School Site (No Financial Impact)

12. NEW BUSINESS (Discussion Items Pulled from Consent)

13. NEW BUSINESS (Non-Consent Items)

1. Approval of the Budget Amendments for March 2026 (No Financial Impact)
2. Approval of Membership to Join Florida Educator Health Trust (FLEHT) , SDMC No. 26-0120-KD (Health Insurance Fund)

14. NEW BUSINESS (No Superintendent Recommendation)

1. Naming Nomination for R. Dan Nolan Middle School Cafetorium - Jeffers Dining Hall

15. ADDITIONAL PUBLIC COMMENT (IF NECESSARY)

16. INFORMATION ONLY (No Board Action Required)

1. Year-to-Date Financial Statements Through March 31, 2026 (No Financial Impact)
2. Year-to-Date Charter School Financial Statement Summary Through March 31, 2026

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

18. SUPERINTENDENT REMARKS

19. BOARD COMMENTS

20. ADJOURNMENT

AGENDA ITEM NO. 5.1

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Agenda Amendments - *added after publishing*

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

Agenda amended Friday May 8, 2026, to **update** Reports and Presentation attachment *Food and Nutrition Services Department Update.*

Agenda amended Friday May 8, 2026, to **add** attachment **to** Reports and Presentation item *Class of 2026 Senior Stats and Accolades.*

Agenda amended Friday May 8, 2026, to **add** attachment *April 14, 2026 Workshop Minutes* **to** Approval of the Minutes item.

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

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

Recommendation
The Superintendent recommends the approval of the agenda amendments.

Financial Impact
There is no financial impact to amending the agenda.

Contact
Submitting Department: School Board

AGENDA ITEM NO. 6.1

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Minutes of the April 7, 2026 School Board Meeting, April 14, 2026 Special School Board Meeting, and April 14, 2026 Workshop Minutes - *updated 5/8/2026*

Executive Summary
The Superintendent recommends approval of the minutes of the April 7, 2026 School Board Meeting, April 14, 2026 Special School Board meeting, and April 14, 2026 Workshop.

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

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

Recommendation
The Superintendent recommends approval of the minutes of the April 7, 2026 School Board Meeting, April 14, 2026 Special School Board meeting, and April 14, 2026 Workshop.

Financial Impact
No Financial Impact.

Contact
Initiating Department: School Board

Attachments:
April 7, 2026 Board Meeting Minutes
April 14, 2026 Special Meeting Minutes
April 14, 2026 Workshop Minutes - added after publishing

Minutes
April 7, 2026
School Board Meeting and Public Hearing 10:00 AM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

1) CALL TO ORDER

Attendee Name	Status
Dr. Laurie Breslin, Superintendent	Present
Derek Jensen, Deputy Superintendent of Instructional Services	
Rachel Sellers, Deputy Superintendent of Business Services	
Willie Clark, Deputy Superintendent of Operations	
Kevin Chapman, Associate Superintendent	
Cindy Spray, Chair	
Richard Tatem, Vice-Chair	
Heather Felton, Board Member	
Charles Kennedy, Board Member	
Chad Choate, Board Member	
Stephen Dye, Board Attorney	
Kevin Pendley, General Counsel	

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

2) READING OF THE DISTRICT VISION

The District Vision was read by Board Member Felton.

3) MOMENT OF SILENCE

A Moment of Silence was led by Board Member Felton.

4) VETERAN LED PLEDGE OF ALLEGIANCE

4.1 Veteran Led Pledge of Allegiance

Superintendent Breslin introduced US Coast Guard Veteran, Mr. Severo Covian Jr, to lead the Pledge of Allegiance.

5) APPROVAL OF THE AGENDA

5.1 Motion to Approve the Agenda as Amended

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charles Kennedy
SECONDER:	Heather Felton
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

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

Agenda amended Thursday April 2, 2026, to **add** attachment JROTC Board Presentation **to** Report and Presentation item JROTC Programs.

Agenda amended Thursday April 2, 2026, to **add** all attachments and **update** the executive summary of Public Hearing item Public Hearing for Consideration to Adopt and Amend School Board Policies.

Agenda amended Thursday April 2, 2026, to **add** all attachments and **update** the executive summary of New Business (Non-Consent) item Approval to Adopt and Amend School Board Policies (General Fund).

6) APPROVAL OF THE MINUTES

6.1 Motion to Approve February 24, 2026, School Board Meeting Minutes

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charles Kennedy
SECONDER:	Chad Choate
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

7) STUDENT CELEBRATIONS / RECOGNITIONS

Mr. Kevin Chapman, Associate Superintendent, shared a brief tribute to the passing of Mr. Eddie Shannon and showed a short video of his recent 104th Birthday that showed Coach Shannon was a legacy to the School District of Manatee County.

7.1 Spirit Week Celebration

Mr. Omar Edwards, Associate Director for Strategic Planning, provided a presentation regarding the upcoming School District of Manatee County Spirit Week. Included in the presentation were the following: An overview of the schedule from around the district and a list of Special Guest Speakers around the district.

Mr. Edwards encouraged the district leadership, teachers, and students going into testing season and reminded students that using skills of resilience, they will overcome challenges big and small.

7.2 Employee Celebration

Ms. Annie Clark, Vice President of Clark Financial Partners, formally recognized district employee Mr. Omar Edwards as the recipient of the 2025-2026 *Life Changer of the Year* award. Ms. Clark provided a comprehensive overview of the award and highlighted the qualities and exemplary conduct demonstrated by Mr. Edwards as an honoree. Members of Mr. Edwards's family were present in the audience to offer their support and encouragement during the ceremony.

8) PUBLIC COMMENT

9) REPORTS AND PRESENTATIONS

9.1 JROTC Programs

Superintendent Breslin introduced Ms. Sharon Scarborough, the Executive Director of Secondary Schools, who then presented JROTC Instructors LTC Philip Pugh and SGM Jerry Staff to join her for the presentation.

The following topics were discussed:

The Leadership Multiplier-The Impact, Performance, and Future Growth of Manatee County Schools JROTC

- Month of the Military Family
- National Legacy Build on Four Pillars – Civics, Leadership, Teamwork, STEM
- A Snapshot of JROTC Programs Nationwide
- Guided by Elite, Nationally Certified Instructional Cadre
- National Outperformance in Academics, Graduation Rates and Daily Attendance
- Real World Skill Development
- State and National Dominance Runs through Manatee County
- Federal Funding Support to SDMC Programs
- Expanding Post Secondary Opportunity and Career Readiness
- Providing the Leadership Infrastructure of the Entire High School Campus
- Unprecedented Momentum and Localized Community Impact
    - 18,000 hours community service contributed by Manatee County Cadets each year
- "Motivating Young People to Become Better Citizens"

The Board asked questions and held discussions throughout the JROTC presentation.

10) CONSENT ITEMS

10.1 Motion to Approve the Consent Agenda as Amended

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charles Kennedy
SECONDER:	Heather Felton
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

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

2. Approval of the Report of Teachers' Out-of-Field Content, Reading, and ESOL (English for Speakers of Other Languages) (No Financial Impact)

3. Approval of the Bid for Musical Instruments, Sheet Music, Supplies and Repair Services, SDMC No. 26-0104-BS, Estimated in the Amount of $900,000.00 Annually (Multiple Funding Sources)

4. Approval to Apply, Accept and Expend Amendment 1 of the 2025-2026 Unified School Improvement Grant (UniSIG) in the amount of $199,022.01 (Incoming State Grant Funds)

5. Approval to Apply, Accept and Expend Amendment 2 of the 2025-2026 Title I, Part A Grant in the Amount of $598,379.47 (Incoming Federal Grant Funds)

6. Approval to Apply, Accept and Expend Amendment 1 of the Title IV, Part A Student Support and Academic Enrichment Grant in the Amount of $11,765.12 (Incoming Federal Grant Funds)

7. **Approval to Apply, Accept, and Expend the Amendment 2 for the Title III, Part A, English Language Acquisition Grant for the 2025-2026 School Year in the Amount of $6,188.28 (Incoming Federal Grant Funds)**

8. **Approval of the Renewal Agreement Between the School District 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 2026-2029 School Years (No Financial Impact)**

9. **Approval to Purchase PeopleSoft Administration and Support Services, SDMC No. 27-0008-KD, Estimated in the Amount of $606,885.60 Annually (Multiple Funding Sources)**

10. **Approval to Purchase Instructional Materials, Textbooks, Curriculum Software and Associated Professional Learning from Florida School Book Depository, Direct from Publishers and Exempt Vendors, SDMC No. 27-0003-BS, Estimated in the Amount of $5,003,000.00 (Multiple Funding Sources)**

11. **Approval of Purchase(s) of Testing Materials, SDMC NO. 27-0004-BS, Estimated in the Amount of $900,000.00 for the 2026-2027 School Year (Multiple Funding Sources)**

12. **Approval to Purchase Avotek Training Systems, SDMC No. 26-0109-TG, Estimated in the Amount of $145,000.00 (State Appropriation)**

13. **Approval of Agreement for Sale and Purchase of Property-Earl Ness, et al in the Amount of $60,000.00 (Capital Funds)**

14. **Approval of Agreement for Sale and Purchase of Property-Mark Ness in the Amount of $60,000.00 (Capital Funds)**

15. **Approval of Rye Ranch Elementary School - Permanent Non-Exclusive Utility Easement (No Financial Impact)**

16. **Approval of Veterans Elementary School Amendment 3 - Agreement Between Owner and Skanska USA Building Inc. Amended Completion Dates, Sequency and Planning (No Financial Impact)**

17. **Approval of Moody Elementary School Renovation, Agreement Between Owner and Williamson Dacar Associates Dba. Williamson Design Associates, in the Amount of $1,997,150 (Capital Funds)**

18. **Approval of the Tillman Elementary School Campus Renovation - Design Agreement - Between Owner and Long & Associates Architects/Engineers, Inc. in the Amount of $1,860,000 (Capital Funds)**

19. **Approval of Blackburn Elementary School - Classroom Addition and Renovation - Change Order 4 - Agreement Between Owner and A.D. Morgan, Increase in the Amount of $114,203.17 for a Total Guaranteed Maximum Price (GMP) of $31,539,241.01 (Capital Funds)**

20. **Approval of Lakewood Ranch High School Water Lines - Amendment 1 - Agreement Between Owner and Ajax Building Company in the Amount of $450,000 (Capital Funds)**

21. Approval of Lake Manatee K-8 - Partial Substantial Completion - Building 3 and 4 (No Financial Impact)

22. Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater than $5,000.00 (Possible Incoming Funds to General Fund and Special Revenue-Food Service Fund)

23. Approval to Accept Donation of PSG Lee RP84T Pouch Machine for Manatee Technical College (Incoming Donation)

24. Approval for Four Students to Attend and Compete in the Regeneron International Science and Engineering Fair in Phoenix, Arizona, May 9-15, 2026 (STEM Millage)

25. Approval for Braden River Middle School (BRMS) Students to Travel Out-of-State for the Southeast Middle School Aerial Drone Competition Regional Championship at the University of Alabama-Huntsville, from April 16, 2026, to April 19, 2026 (Multiple Funding Sources)

26. Approval of the Revised Job Description and Position of Executive Director, Curriculum and Professional Learning to Executive Director, Teaching and Learning (No Financial Impact)

11) PUBLIC HEARING

Chair Spray closed the Regular Meeting of the School Board and opened the Public Hearing at 11:03 AM to hear public comments regarding the proposed amendments to the School Board Policies. Seeing no public comments regarding the proposed amendments to the School Board Policies, Chair Spray closed the public hearing and reconvened the Regular School Board Meeting at 11:05 AM.

12) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

13) NEW BUSINESS (NON-CONSENT)

13.1 Approval to Adopt and Amend School Board Policies (General Fund)

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Heather Felton
SECONDER:	Richard Tatem
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

13.2 Approval of the Budget Amendments for February 2026 (No Financial Impact)

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Chad Choate
SECONDER:	Charles Kennedy
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

Ms. Rachel Sellers, Deputy Superintendent of Business Services, provided an overview of the February 2026 budget amendments.

14) NEW BUSINESS (NO SUPERINTENDENT RECOMENDATION)

14.1 Motion to Approve Approval of the Florida School Board Association (FSBA) Annual Membership Dues as Posted (General Fund)

RESULT:	**Amended**
MOVER:	Heather Felton
SECONDER:	Charles Kennedy

Board Chair Spray addressed the rationale for requesting discussion of this item with all Board Members. She expressed her view that participation in the FSBA may not be necessary for every board member; and while it is each member's choice to be a part of the association, the District could save money by not having all five board members retain membership. Chair Spray recommended that only three board members keep membership.

Board Member Felton highlighted the advantages of maintaining majority membership within the Board, enabling the district to serve as voting members of the association and preserving eligibility for FSBA committee appointments. As a current committee member, she conveyed her desire to retain her position and continue contributing to the committee and the association.

After discussion, consensus of the Board, was for Board to maintain majority membership within Florida School Board Association (FSBA) to include Board Member Choate, Board Member Felton and Vice-Chair Tatem.

14.1a Motion to Amend the Motion for Approval of the FSBA Invoice to Include Three Members to Participate Individually

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Heather Felton
SECONDER:	Charles Kennedy
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

After discussion regarding the motion to amend the FSBA invoice and the motion for approval, the Board voted on 14.1b as follows.

14.1b Motion to Approve Approval of the Florida School Board Association (FSBA) Annual Membership Dues as Amended (General Fund)

RESULT:	**Amended**
MOVER:	Heather Felton
SECONDER:	Charles Kennedy
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

14.2 Motion to Approve Appointment of Board Member and Alternate to the Florida School Board Association (FSBA) Advocacy Committee (No Financial Impact)

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charles Kennedy
SECONDER:	Heather Felton
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

The Board held discussion and decided to keep the primary FSBA Advocacy Committee Member Board Member Felton, and Alternate Vice-Chair Tatem.

14.3 Motion to Continue Current Appointment of Value Adjustment Board Members

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Heather Felton
SECONDER:	Chad Choate
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

After discussion, the Board decided to keep the Value Adjustment Board Members the same as last year; Primary: Cindy Spray, Alternate: Richard Tatem and Civilian Volunteer: Brady Chapman. Ms. Spray stated that confirmation was received by Mr. Brady Chapman approving his willingness to continue on the board.

14.4 Motion to Approve Internal Audit Report - Referendum - Ad Valorem Millage - FY 2025-2026

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Chad Choate
SECONDER:	Charles Kennedy
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

15) ADDITIONAL PUBLIC COMMENT (IF NECESSARY)

16) INFORMATION ONLY (No Board Action Required)

16.1. North River Charter Academy Charter Schools Program (CSP) Grant Application

17) UPDATES

INSTRUCTION UPDATE

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

- Updated the Board and public regarding testing best practices
- Graduation ceremonies are May 18-23rd
- Noted district competitions, VPK and summer programing

OPERATIONS UPDATE

Mr. Willie Clark, Deputy Superintendent of Operations, updated the board on the following:

- Recent and upcoming Operations job fairs
- Food and Nutrition Services update
- Transportation update

LEGAL UPDATE

19) SUPERINTENDENT REMARKS

Superintendent Breslin provided the following update to the Board:

- Thanked Board for support from the Consent Agenda
- Acknowledged momentum of district as heads into graduation season and testing season
- Noted recent Strategic Plan sessions at high schools

20) BOARD COMMENTS

Board Member Choate

- Expressed appreciation to the staff for organizing the meeting

Board Member Felton

- Noted recent and upcoming District events and school visits
- Praised Parrish Community High School's production of Cinderella

Board Member Kennedy
- Appreciated the Kindergarten teacher and veteran who led the Pledge of Allegiance
- Wished District Counsel good luck as he moves to a new position in a new district

Vice-Chair Tatem
- Provided a brief safety update
- Showed appreciation for military families, and showed video regarding Air Force Families
- Presented a cap to district employee Cox in commemoration of her military service

Chair Spray
- Thanked fellow Board members and staff for a great meeting.

21) ADJOURNMENT
There being no further business to come before the Board, Chair Spray adjourned the School Board Meeting at 8:38 PM.

_____
Cindy Spray
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
April 14, 2026
School Board Meeting 9:30 AM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

1) CALL TO ORDER

Attendee Name	Status
Dr. Laurie Breslin, Superintendent	Present
Derek Jensen, Deputy Superintendent of Instructional Services	
Rachel Sellers, Deputy Superintendent of Business Services	
Willie Clark, Deputy Superintendent of Operations	
Kevin Chapman, Associate Superintendent	
Cindy Spray, Chair	
Richard Tatem, Vice-Chair	
Heather Felton, Board Member	
Charles Kennedy, Board Member	
Chad Choate, Board Member	
Stephen Dye, Board Attorney	
Kevin Pendley, General Counsel	

Chair Spray called the Meeting to order at 9:30 AM.

2) APPROVAL OF THE AGENDA

2.1 Motion to Approve the Agenda

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Heather Felton
SECONDER:	Charles Kennedy
AYES:	Chad Choate, Heather Felton, Charles Kennedy, Cindy Spray, Richard Tatem

3) PUBLIC COMMENT

4) NEW BUSINESS

4.1 Approval of Amended and Restated Agreement for Purchase and Sale of Property - Jones Potato Farm School Site-School AA

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charles Kennedy
SECONDER:	Chad Choate
AYES:	Chad Choate, Heather Felton, Charles Kennedy, Cindy Spray, Richard Tatem

Board Attorney Stephen Dye provided an overview of the changes to the agreement for purchasing and sale of the Jones potato farm for school site AA including additional provisions and lease back. The Board held brief discussions regarding the possible school site and possible development options.

5) ADJOURNMENT
There being no further business to come before the Board, Chair Spray adjourned the Meeting at 9:50 AM.

_____
Cindy Spray
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
April 14, 2026
Workshop - 10:00 AM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

1) CALL TO ORDER

Attendee Name	Status
Dr. Laurie Breslin, Superintendent Willie Clark, Deputy Superintendent of Operations Derek Jensen, Deputy Superintendent of Instructional Services Rachel Sellers, Deputy Superintendent of Business Services Kevin Chapman, Associate Superintendent Cindy Spray, Chairman Richard Tatem, Vice-Chairman Heather Felton, Board Member Charles Kennedy, Board Member Chad Choate, Board Member Stephen Dye, Board Attorney Kevin Pendley, General Counsel	Present

Vice-Chair Tatem called the Workshop to order at 10:00 AM.

2) AGENDA AMENDMENTS

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

3) PUBLIC COMMENTS

The following public comment was made by:

- Dwight Walton

4) WORKSHOP

4.1. Oasis Charter School Turnaround Update

Superintendent Dr. Laurie Breslin introduced Dr. Edna Fields Bailey, founder and director of Oasis Middle School, who provided a comprehensive update regarding Oasis Charter School's operational status, financial condition, and ongoing turnaround efforts. Dr. Breslin also noted that in attendance for additional information from the District were Ms. Rachel Sellers, Deputy Superintendent of Business Services, as well as Dr. Valerie Hyer, District Charter Schools Coordinator.

Dr. Bailey described the school's ongoing financial challenges, particularly related to its mortgage. The loan has changed ownership multiple times, and although the school received a lender extension, the revised agreement resulted in increased monthly financial obligations, contributing to continued fiscal strain.
To address these constraints, the school has shifted into a "survival mode" operating model, implementing targeted cost-reduction and restructuring measures. The measures referred to included:

- Eliminating teacher aide positions
- Redistributing responsibilities among existing staff
- Expanding shared leadership and instructional roles

Despite these operational adjustments, Dr. Bailey emphasized that maintaining the school's academic performance remains a priority.

A key concern identified was enrollment, which is significantly below projections. With approximately 45 students currently enrolled, low enrollment continues to limit revenue and impacts the school's ability to achieve financial stability. Increasing enrollment was identified as critical to long-term sustainability.

District staff provided additional context:

- Ms. Rachel Sellers confirmed that corrective action plans have been submitted to the Florida Department of Education and remains in effect.
- Dr. Valerie Heyer discussed charter contract compliance, noting that while monthly reporting requirements are met, annual financial audits have been delayed, and the school has remained in financial corrective action status for an extended period (approximately 2.5 years).

During the presentation and subsequent discussion, three primary areas of concern were emphasized:

- Academic performance and sustainability
- Financial viability and long-term solvency
- Student safety and security

Board members engaged in extensive discussion regarding the school's request for additional time to achieve financial turnaround. It was clarified that:

- Corrective action plans may continue so long as the sponsor (School District) determines that progress is being made
- Financial liabilities remain with the charter school and do not transfer to the District

Additional operational challenges were also discussed, including staffing limitations such as transportation-related issues and resource constraints impacting daily operations.
Board members expressed cautious support for allowing additional time, while emphasizing the need for measurable progress and accountability.

The Superintendent concluded that the District will:

- Continue working with school leadership through the remainder of the school year (May–June)
- Require a follow-up presentation with end-of-year academic and financial outcomes
- Use that information to determine whether to extend the school's operation and enrollment authorization

General counsel left the meeting at 11:30 AM.

Chair Spray called for recess at 11:32 AM and reconvened the meeting at 11:45 AM.

4.2. Discussion regarding 2027-2028 School District Calendar

Superintendent Breslin introduced Dr. Annette Codelia, Executive Director of Elementary Schools, who provided a presentation including the following:

Academic Calendar Purpose - Provides parents students, staff, and community with key dates throughout the academic year.

- School Start and end dates
- Breaks
- Early release
- Employee paid holidays
- District in-service dates
- Semester starts and end dates
- High School data

Academic Calendar Committee Members

- Parents/Community Members
- MEA
- Mix of all principals

Requirements for the 2027-2028 Academic Calendar

- Length of Standard School Year

2027-2028 Academic Calendar | Option A
2027-2028 Academic Calendar | Option B

Board Members discussed calendar options A and B. Additional information regarding the timeline of final approval was provided by Dr. Codelia.

4.3 Construction Services Update

The Superintendent introduced the following district staff to provide a presentation to the Board; Mr. Willie Clark, Deputy Superintendent of Operations; Ms. Regina Thoma, Executive Director of School Support Services; Mr. Todd Hensen, Director of Maintenance and Operations; and Mr. Reggi Goff, Director of Capital Projects and Construction Services. Included in the presentation were the following topics:

- Rye Ranch Elementary School
- Veterans Elementary School
- AAA High School - slated to open September 2027
- MTC Aviation
    - Classroom /Lab Project will be open September 2026
    - Hanger project will be slated to open January 2027
- Harvey K-8 @ North River Ranch - Addition
- Lake Manatee K-8 - Addition
- Palma Sola Elementary
- Moody Elementary campus renovations
    - Design begins April 2026
    - Construction Manager selection April 2026
- Tillman Elementary
    - Design beginning April 2026
    - HVAC and Systems upgrade
    - Renovation and Campus site improvement
        - Project includes Integrated SOAR In 4 Lab

Mr. Todd Hensen, Director of Maintenance and Operations, provided the School Board with the District Landscaping Update. Included in the presentation were the following topics:

- Bashaw Pilot
- Sustainability and Maintenance free
- Signage Example "Florida-Friendly" Garden

- Estimated Costs and Suggested Sites

The Board asked questions and held discussion regarding work orders, maintenance, and sustainability in the new facilities being built. Mr. Clark, Deputy Superintendent of Operations, noted the Operations department would come up with a plan for a systemic change to be proactive rather than reactive.

Mr. Clark noted future projects that will be coming before the Board will include projects at Lakewood Ranch High School, Bayshore High School, and Manatee High School Gymnasium.

4.4 AAA High School Naming Discussion

Mr. Chapman provided a presentation to the Board regarding the AAA High School Naming. Included in the Board discussion were the following topics:

Suggested Names
Top 5 Suggested Names
Potential Timeline for Naming the school,
Possible approval on May 12 board meeting

The Board held discussion and thanked the staff and public for their recommendations for the naming of the "AAA High School"; the consensus was 'Rangeland High School'. Mr. Chapman stated the name will be brought to the Board for final approval at the next Board Meeting.

5. ADJOURNMENT

Minutes: Chair Spray adjourned the Workshop at 1:23 PM.

_____

Cindy Spray
Chairman

NOTICE

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

AGENDA ITEM NO. 7.1

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing

Title
30-Year Recognition of School District Employees

Executive Summary
Celebrate and recognize School District employees who have achieved 30 years of public service with the School District.

Contact
Submitting Department: Communications
Initiated by: Jamie Carson

AGENDA ITEM NO. 7.2

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing

Title
School District of Manatee County Recognized by the Sunshine State School Public Relations Association

Executive Summary
Selected from more than 80 submissions statewide, the School District of Manatee County was honored by the Sunshine State School Public Relations Association (SUNSPRA) with both a Radiant Award and the Supernova Award for its School Choice Campaign. The campaign was recognized in the category of Community Outreach and Public Engagement Initiatives.

The Supernova Award is SUNSPRA's most prestigious honor and is awarded to the highest-scoring Radiant Award recipient, recognizing superior educational public relations programs grounded in strategic communications best practices.

These awards recognize the exceptional collaborative, multi-departmental efforts of the School District staff whose shared expertise, creativity, and teamwork brought the School Choice campaign to life and elevated community engagement across Manatee County.

Contact
Submitting Department: Communications
Initiated by: Jamie Carson

AGENDA ITEM NO. 7.3

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing

Title
School Board Vice-Chair Richard Tatem Recognized by Florida School Boards Association

Executive Summary
The Florida School Boards Association (FSBA) has recognized Vice Chair Richard Tatem as a 2025 FSBA Distinguished Leader. This honor recognizes school board members who exemplify exceptional leadership, integrity, and service in governance.

Contact
Submitting Department: Communications
Initiated By: Jamie Carson

AGENDA ITEM NO. 7.4

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing

Title
School Board Member Heather Felton Recognized by Florida School Boards Association

Executive Summary
The Florida School Boards Association (FSBA) has recognized Ms. Heather Felton, Manatee County School Board Member, as their newest Certified Board Member (CBM). To earn the initial distinction of a CBM, members must complete 96 hours of training in areas such as policy, school finance, and bargaining.

Contact
Submitting Department: Communications
Initiated By: Jamie Carson

AGENDA ITEM NO. 9.1

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing

Title
Food and Nutrition Services Department Update - *updated 5/8/2026*

Executive Summary
Ms. Regina Thoma, Executive Director of School Support Services will lead a presentation on Food and Nutrition Services Department updates.

Contact
Submitting Department: Food and Nutrition Services
Initiated By: Regina Thoma

Attachments:
FNS School Board Update 5-12-26 - updated after publishing

Food and Nutrition Services Update

May 12th, 2026

Regina Thoma
Executive Director, School Support Services

Department Overview

MISSION STATEMENT

Provide high quality meals and excellent customer service to support student success

VISION

Food and Nutrition Services is a student focused program that empowers students to have a healthier future

CORE VALUES

Serving our students is a top priority
Promote excellence in nutrition and wellness
Honesty and integrity in all interactions
Transparent accountability and efficiency

Department Overview

Funding

- Self Funded Program through US Department of Agriculture
- Administered in Florida by the Florida Department of Agriculture and Consumer Services
- No District Funds are used for program operations

Programs we participate in:

✓ USDA National School Lunch Program
✓ USDA School Breakfast Program
✓ USDA Snack Program
✓ USDA Summer Meals Program
✓ Florida Department of Health- Child and Adult Care Food Program for Supper

Department Overview

Daily Meals Served

17,000 Breakfasts
29,000 Lunches
3,000 Suppers and Snacks

Annual Meals Served

8,800,000 Million

Staff

60 Cafeteria Managers and Assistant Managers
280 Food Service Workers
15 District Office Staff

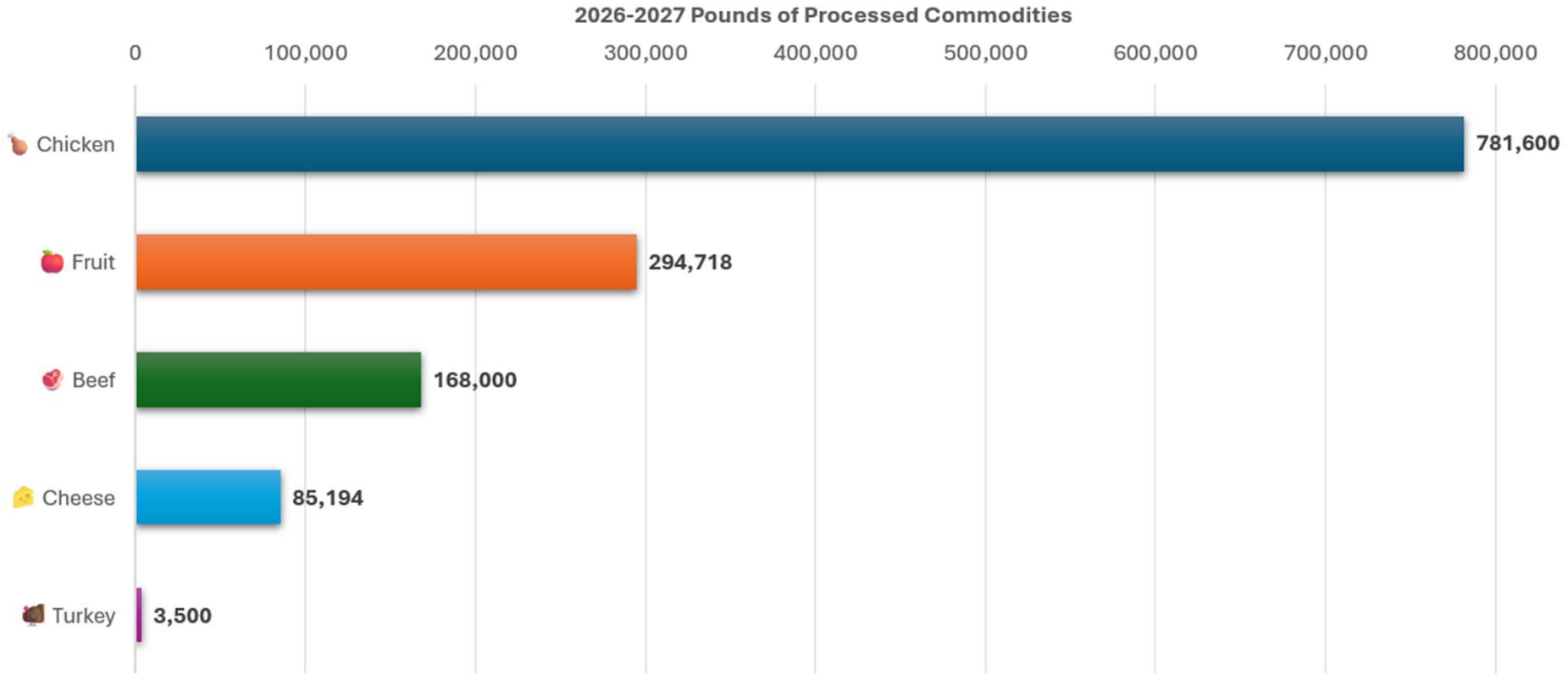
Department Overview

Breakfast is FREE for ALL Students at ALL Schools

24 Schools participate in the USDA Community Eligibility Program
Lunch is free for all students without application

2025-2026 - 61% of our Students receive meal benefits
2024-2025- 64% of our Students received meal benefits

USDA Commodity Foods Program



Nutrition Regulations Update

New Dietary Guidelines for All Americans

- Released by USDA and HHS on January 7th, 2026

- Next Steps for Child Nutrition Programs

✓ Guidelines are interpreted by USDA for program use
✓ Proposed rule is issued
✓ Federal comment period
✓ Final rule issued

Nutrition Regulations Update

- **Reduce Sugar**
  - Less than 10 grams of added sugar for yogurt, cereal and milk

- **Buy American Provision**
  - Cap on non-domestic purchases
    - ✓ 10% for 2026-2027, 7% for 27-2028 and 5% for 2028-2029 of total commercial food costs – including produce

- **Additional Manufacturer Changes (not currently required)**
  - Food Dyes/Coloring – manufacturers removing artificial food coloring
    - ✓ General Mills removed this school year, will be removed from all cereal next school year
    - ✓ Pepsico removed from all snack items this year
    - ✓ All yogurts and juices dye free

Farm to School Program

- **Awarded the USDA Farm to School Grant for the 2024-2026 School Year**
  - Grant provided funds to create new school gardens and expand or repair Hydrostackers at: Bayshore Elementary, Bashaw Elementary, Moody Elementary, Samoset Elementary, Sugg Middle School and Braden River High School
  - Schools grew cherry tomatoes, lettuce, and cucumbers to use in school lunch programs

Farm to School Program

- **Local Farm Partnerships**
  - RC Hatton Farms– Corn on Cob and Green Beans
  - Next Year – Watermelon and Strawberries from Jim Rash and Jones Potatoes

- **Distributor Partnership for Fresh From Florida**
  - 25% of Produce served for the 2025-2026 school year is from Florida
  - Feature Florida produce items like strawberries, when in season
  - Follow Florida's crop schedule to offer seasonal fresh fruit

School Garden and School Support

- **School Ag Program Partnerships**
  - Cooking Lessons
- **Continued Partnerships for School/Classroom Garden**
  - Samoset Elementary School
  - Miller Elementary
  - Anna Maria Elementary School
- **Science and Kitchen Lessons (In School Field Trip)**
  - Standards based lessons designed with the curriculum department for grades 1-5
  - Uses kitchen as lab for hands on learning
- **Snack and A Story**
  - Cafeteria staff read to class and provide a snack

Summer Meals Program

- **Summer Meals Served Annually- 200,000**
- **Summer 2026 Programs at 74 sites**
- **4 Mobile Units – 3 buses and 1 "Caboose" trailer**
  - 15 Stops
  - Partnering with Meals on Wheels, Tropicana, and Manatee County Parks
  - New Stop – Hidden Acres Park
- **Rural "Non-Congregate" Curbside Meals**
  - Myakka and Williams Elementary - 3 Days of Breakfast and Lunch, served on Fridays
  - Mills and Barbara Harvey Copperstone - 5 Days of Breakfast and Lunch, served on Mondays

New and Next

New Food Distributor - Sysco Foods
Annual Case Deliveries - 455,000
Weekly Case Deliveries - 12,000

Distributor Responsibilities
Orders, receives, warehouses, picks and packs products
Delivers to all schools once per week including summer
Provides all required reporting for SDMC and USDA

New and Next

New Director - Anthony Anastasas starting June 1st 2026

USDA School Meals Administrative Review - November 2026

Thank You!

AGENDA ITEM NO. 9.2

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing

Title
Class of 2026 Senior Stats and Accolades - *updated 5/8/2026*

Executive Summary
The instructional department will present an overview of Class of 2026 statistics and notable accomplishments to the Board. The goal is to provide the Board with comprehensive insights and celebrate the successes of the Class of 2026.

Contact
Submitting Department: Instructional Services
Initiated By: Derek Jensen

Attachments:
Class of 2026 Senior Stats - added after publishing

Class of 2026
Senior Stats and Accolades

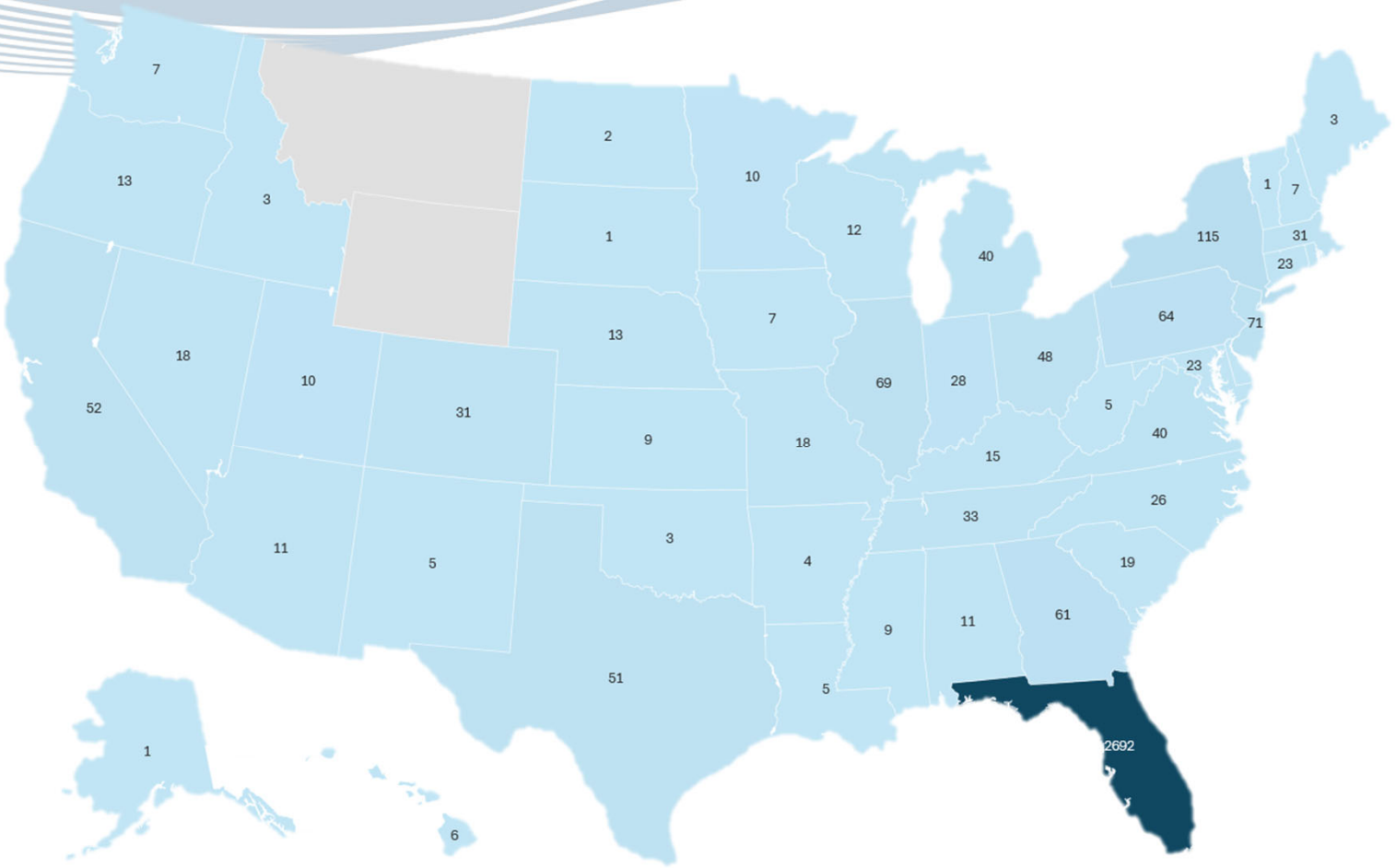
School Board Meeting
May 12, 2026

Most popular names in our Senior class

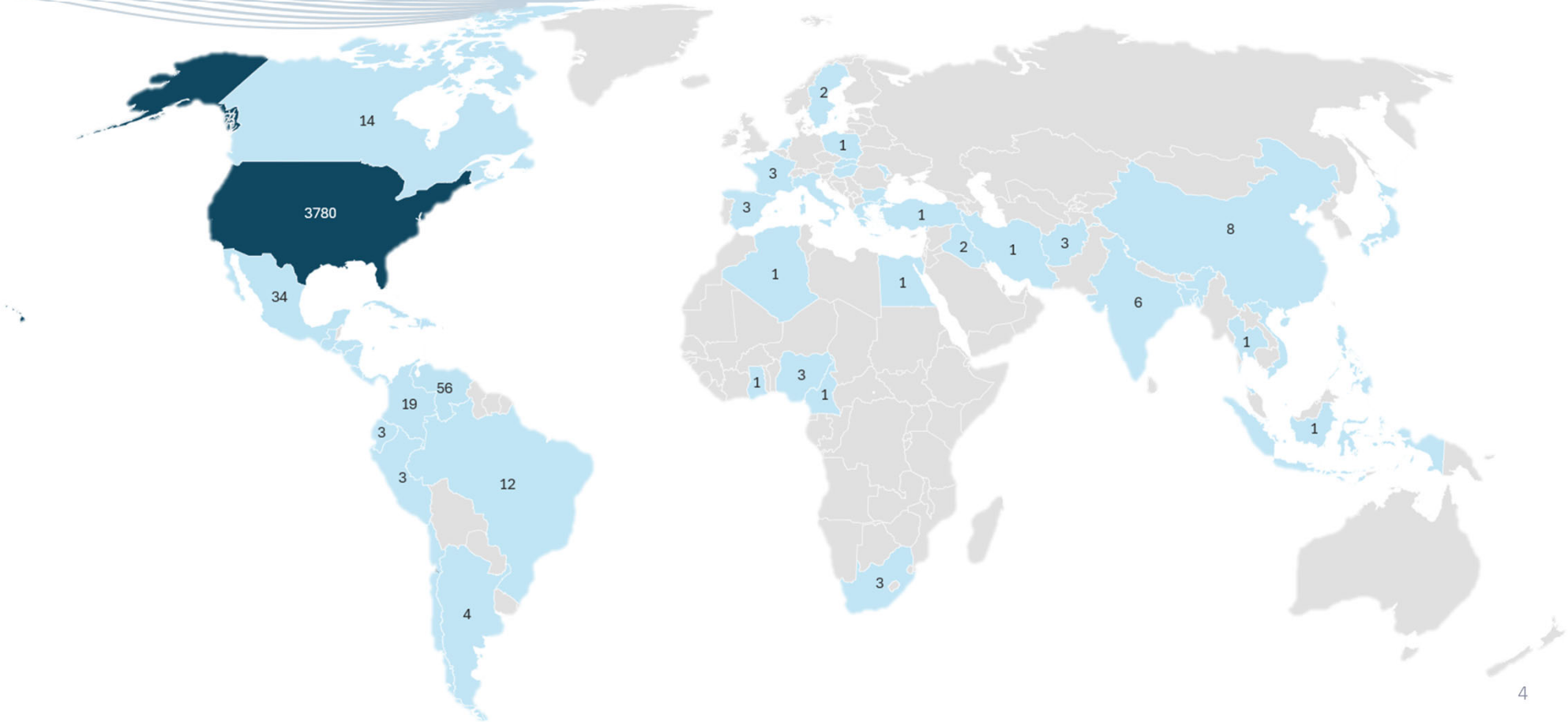
Manatee		Florida in 2008		Manatee	
#1	**Jacob**	**#1**	**Jayden**	**#1**	**Madison**	**#1**	**Isabella**
#2	Christian	#2	Joshua	#2	Isabella	#2	Sophia
#3	Jayden	#3	Michael	#3	Emily	#3	Emily
#4	Logan	#4	Anthony	#4	Ava	#4	Emma
#5	Jose	#5	Christopher	#5	Mia	#5	Madison
#6	Kevin	#6	Daniel	#6	Emma	#6	Olivia
#7	Jackson	#7	Jacob	#7	Olivia	#7	Ava
#8	Ethan	#8	Alexander	#8	Alexa	#8	Abigail
#9	David	#9	Matthew	#9	Addison	#9	Mia
#10	Daniel	#10	David	#10	Valeria	#10	Brianna

2

Our Seniors were born in 48 different states



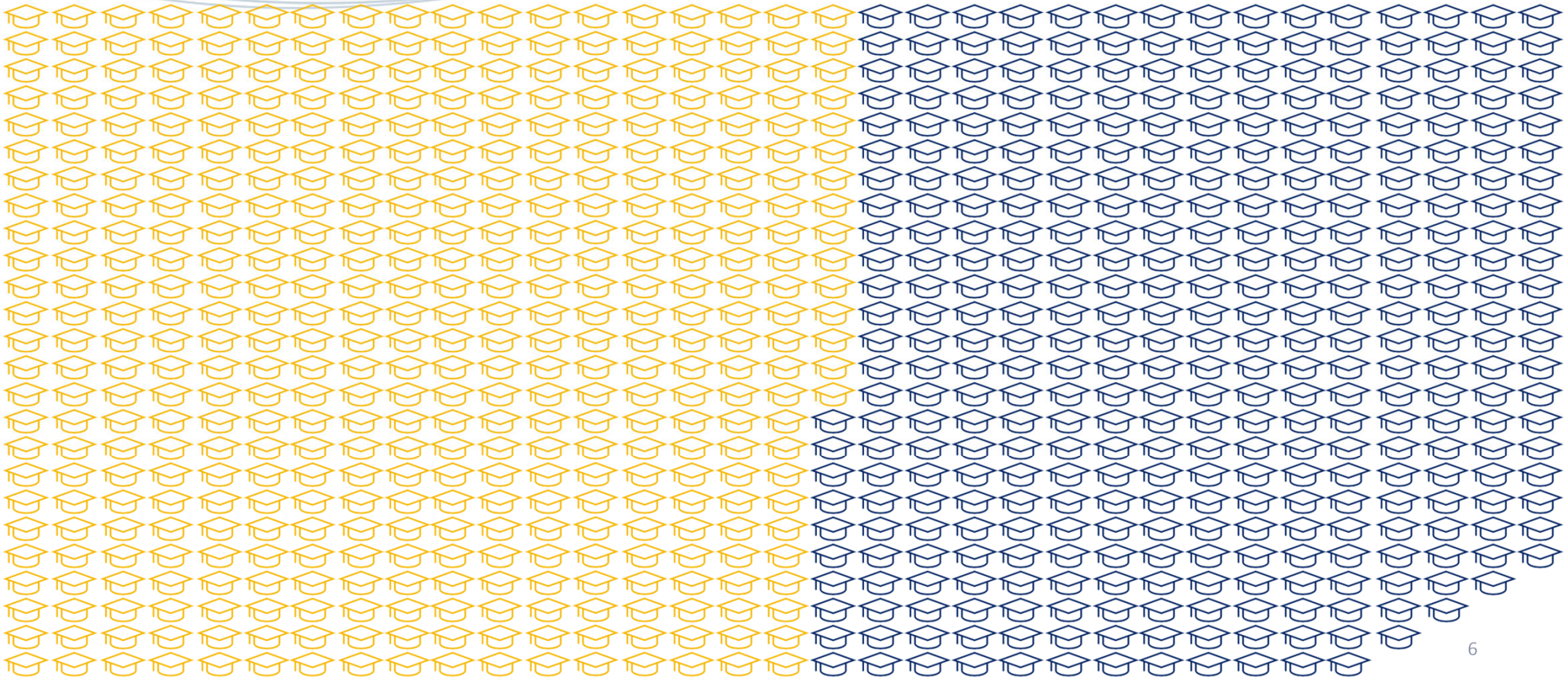
Our Seniors were born in 57 different countries/territories



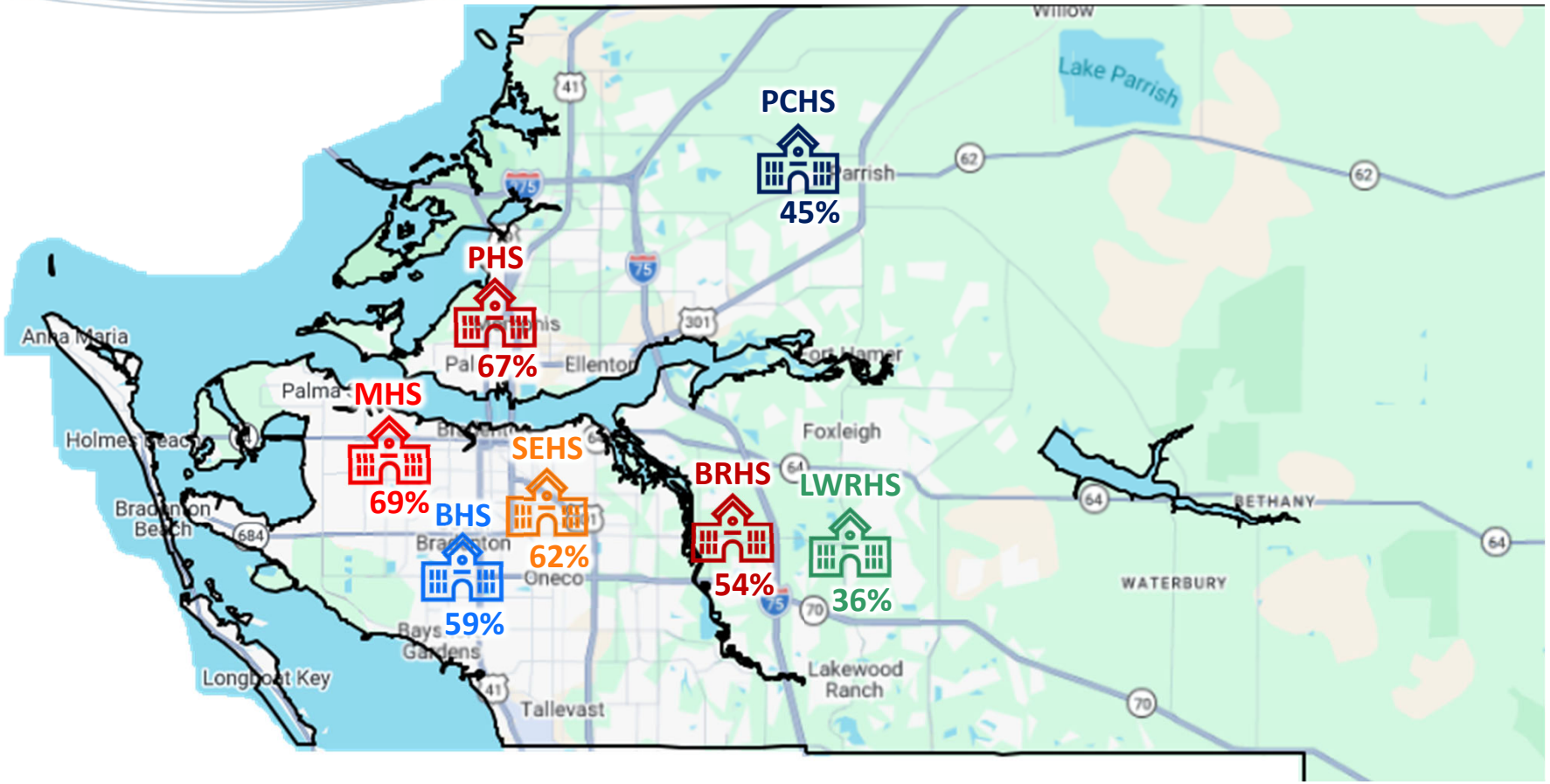
Our Seniors speak 44+ different languages

2,202 (54%) of our Seniors started KG with us

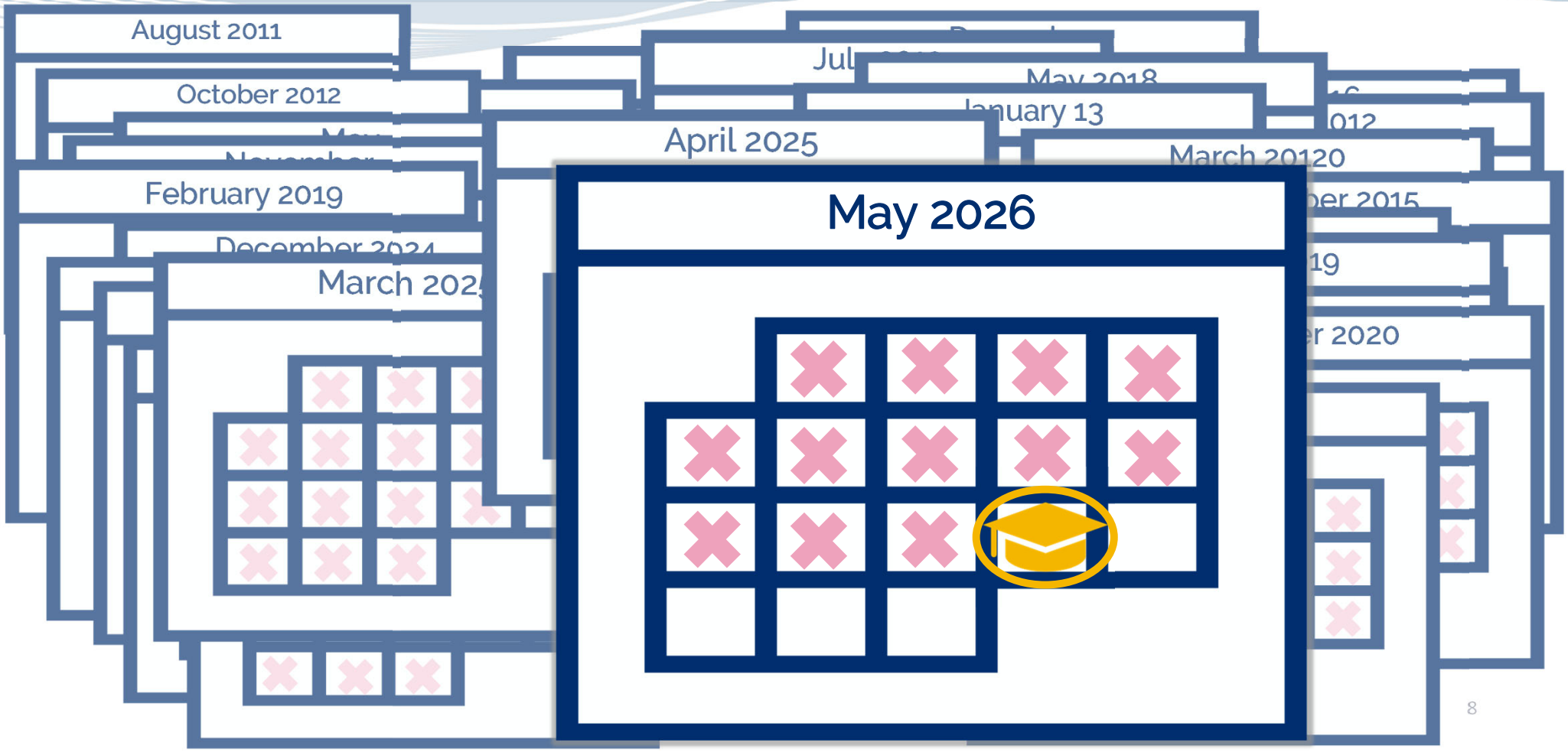
= 5 Students
= started KG in Manatee



2,202 (54%) of our Seniors started KG with us

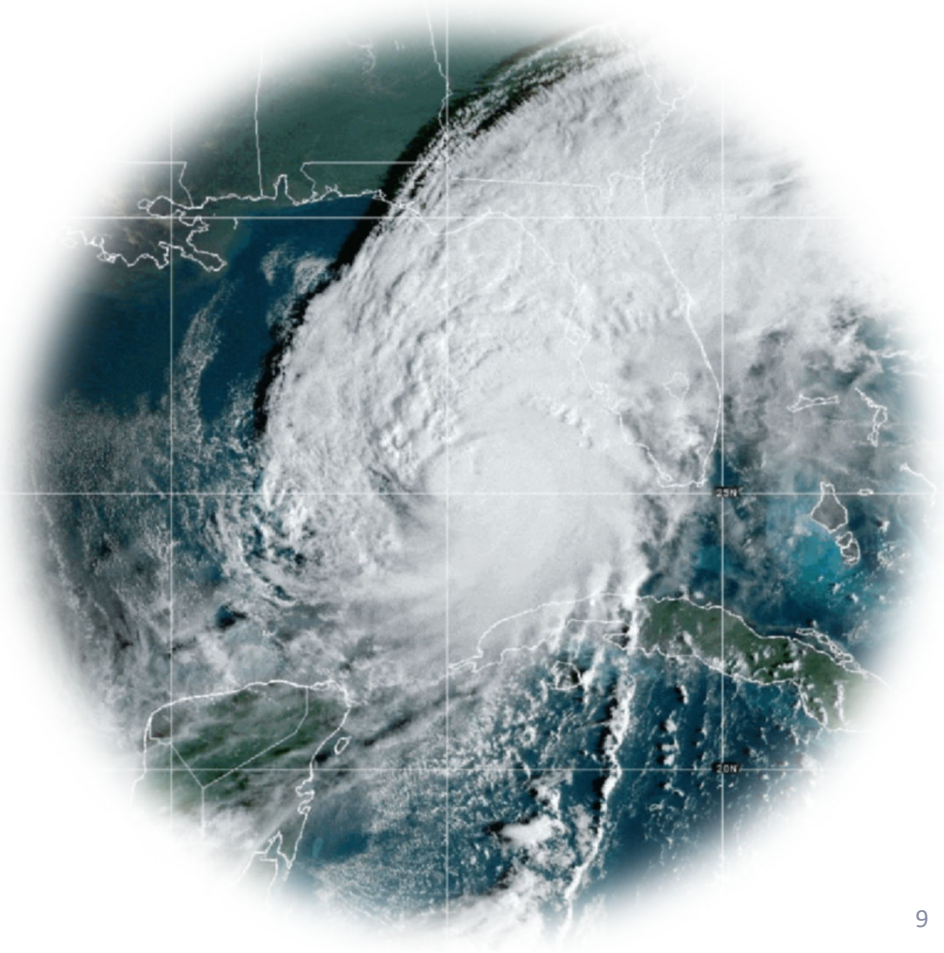


Our Seniors have been present more than 2,100 days since starting kindergarten



NWS Tampa Bay Significant Hurricanes or Tropical Storms since starting KG:

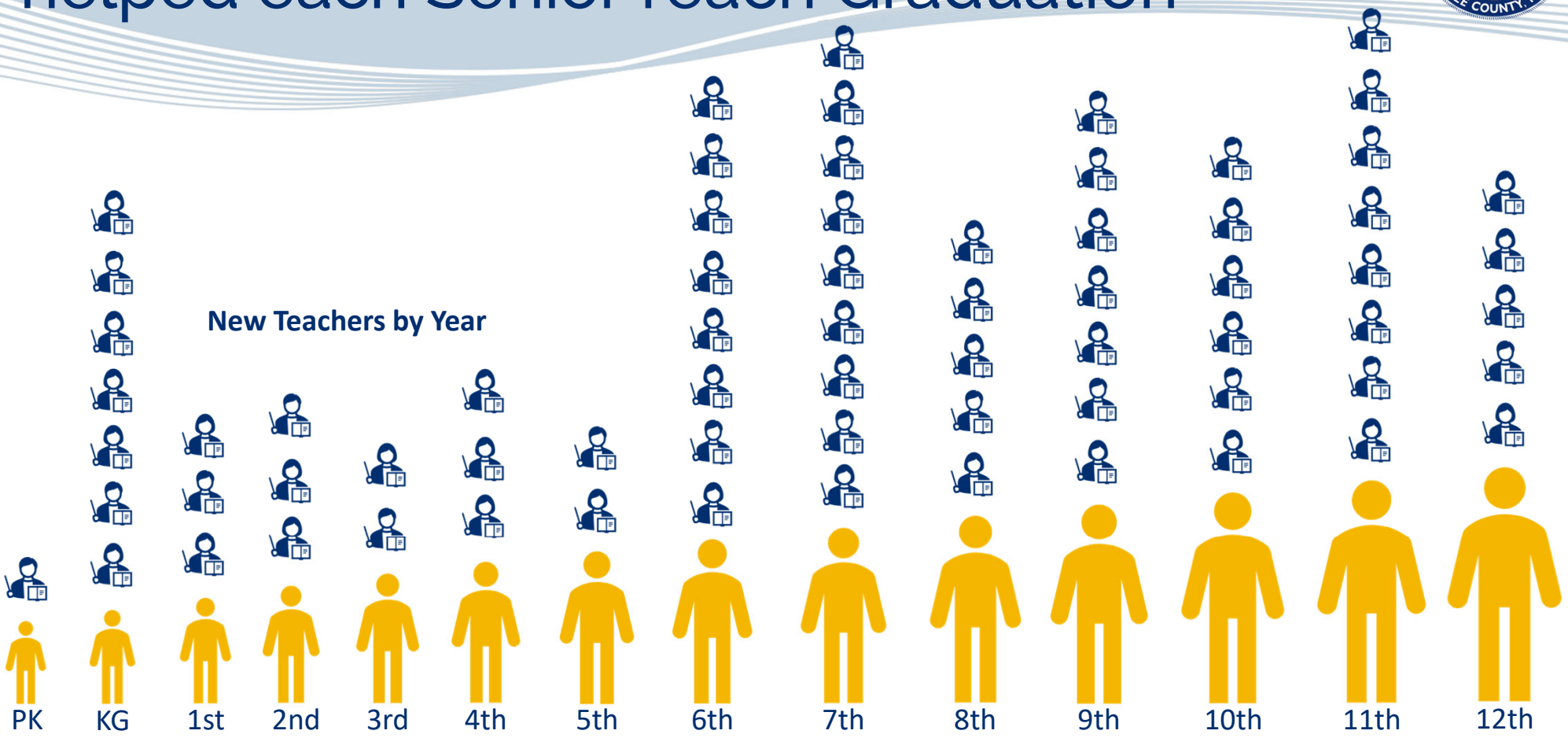
October 2024:	Hurricane Milton
September 2024:	Hurricane Helene
August 2024:	Hurricane Debby
August 2023:	Hurricane Idalia
November 2022:	Hurricane Nicole
September 2022:	Hurricane Ian
July 2021:	Hurricane Elsa
November 2020:	Hurricane Eta
October 2019:	Tropical Storm Nestor
September 2017:	Hurricane Irma



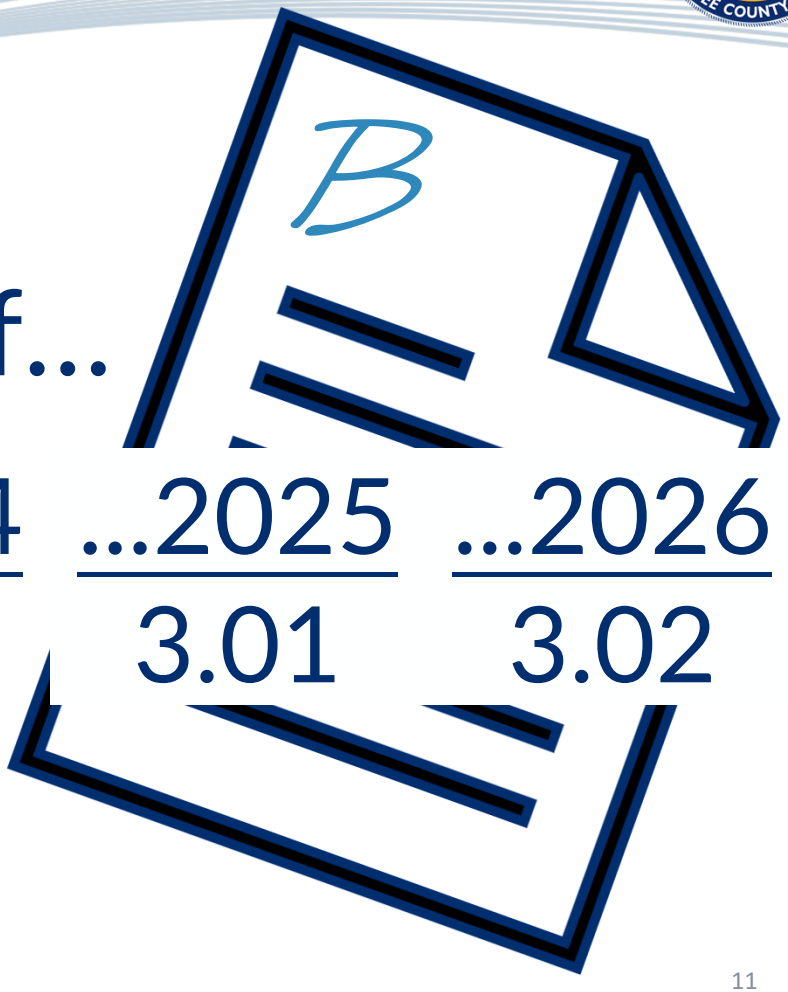
9

*weather.gov/tbw

On average, 67-68 different teachers helped each Senior reach Graduation



Highest average GPA in 5 years



Class of…

…2022	…2023	…2024	…2025	…2026
2.95	2.99	2.95	3.01	3.02

*As of 4/27/2026

Our Seniors have more than 125,000 Community Service hours (5,225+ days)

*As of 4/27/2026

Our Seniors have earned more than $8.2 million* from Bright Futures

13

*As of 5/7/2026

Top Colleges/Universities SDMC graduates have attended since 2017:

College/University Attended	%
State College Of Florida, Manatee-Sarasota	37%
Manatee Technical College	13%
University Of South Florida	7%
University Of Central Florida	4%
Florida Gulf Coast University	4%
University Of Florida	4%
Florida State University	4%
Florida Atlantic University	1%
Hillsborough Community College	1%
Tallahassee Community College	1%

Our Seniors are going to serve in four branches of the U.S. Armed Forces

…and appointed to three of the service academies:

- U.S. Air Force Academy
- U.S. Naval Academy
- U.S. Military Academy

277 early graduates*

*as of 4/13/2026

Spring 2026 Graduation Schedule:

Monday, May 18, 7:30 pm	Lakewood Ranch High School
Tuesday, May 19, 7:30 pm	Braden River High School
Wednesday, May 20, 7:30 pm	Parrish Community High School
Thursday, May 21, 7:30 pm	Bayshore High School
Friday, May 22, 7:30 pm	Palmetto High School
Saturday, May 23, 6:30 pm	Southeast High School
Saturday, May 23, 8:00 pm	Manatee High School

3300+ graduates walking (29,500)+ handshakes

Class of 2026
Senior Stats and Accolades

School Board Meeting
May 12, 2026

AGENDA ITEM NO. 10.1

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Consent and Joinder by Manatee School Board Leasing Corporation for Permanent Utilities Easement Veterans Elementary School (No Financial Impact)

Executive Summary
The Manatee School Board Leasing Corporation is the owner and holder of a lease made by the School Board of Manatee County for Veterans Elementary School (aka Artisan Lakes Elementary School) located at 6360 Maidenstone Way, Palmetto. Utility connections are located on the southern boundary of the site adjacent to Maidenstone Way right-of-way. These utilities serve the school and connect to Manatee County publicly owned utilities. A permanent utilities easement must be provided to Manatee County so that they can access and service the utilities. The School Board of Manatee County will consider granting the easement via a separate action. As the lessee, approval of a consent and joinder by the Manatee School Board Leasing Corporation is also required in order for the easement to be effective. No school facilities are located within the area of the easement.

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 Manatee Leasing Corporation recommends approval of Consent and Joinder for permanent utilities easement – Veterans Elementary School (No Financial Impact).

Financial Impact
No financial impact.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Permanent Utilities Easement Veterans Elementary School

CONSENT AND JOINDER

THIS CONSENT AND JOINDER, made and given by **MANATEE SCHOOL BOARD LEASING CORPORATION,** a Florida single-purpose, not-for-profit corporation, whose mailing address is 215 Manatee Avenue West, Bradenton, Florida 34205, (hereinafter the **Lessee**), being the owner and holder of a Memorandum of Lease and Notice of Option (Lease) dated March 1, 2025, made by **SCHOOL BOARD OF MANATEE COUNTY**, a public body corporate organized and existing under the laws of the State of Florida, whose mailing address is Post Office Box 9069, Bradenton, Florida 34206, (hereinafter the **Lessor**), in favor of Lessee, which said Lease has been recorded in Official Records as Instrument Number 202541038216, and Memorandum of Ground Lease recorded in Official Records as Instrument Number 202541038218, all of the Public Records of Manatee County, Florida (hereinafter the **Lease**), and encumbers real property.

WHEREAS, MANATEE COUNTY, a political subdivision of the State of Florida, for good and valuable consideration, has or will obtain from the Lessor a Permanent Utilities Easement (hereinafter the **Easement**), encumbering the lands described in the Easement, to which this Consent and Joinder is attached.

WHEREAS, MANATEE COUNTY has requested the Lessee consent to and join in the Easement referenced above and incorporated herein by reference, and the Lessee hereby consents to and joins in same.

IN WITNESS WHEREOF, the Lessee has caused these presents to be executed in its name and its seal to be hereunto affixed, by its proper agent thereunto duly authorized, the day and year first below written.

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

LESSEE:

MANATEE SCHOOL BOARD LEASING CORPORATION, a Florida single-purpose, not-for-profit corporation

Signed, sealed and delivered in the presence of two witnesses as required by law.

By: _____
Cindy Spray, Chairperson

_____
First Witness Signature

_____
First Witness Printed Name

Date: _____

Address: _____
_____

Reginald Goff 04/17/2026

SD 04/20/2026

KP 04/20/2026

_____
Second Witness Signature

_____
Second Witness Printed Name

Address: _____
_____

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 _____, 2026, by Cindy Spray, as Chairperson of Manatee School Board Leasing Corporation, a Florida single-purpose, not-for-profit corporation, on behalf of said corporation, 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: _____

AGENDA ITEM NO. 11.1

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

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

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

The personnel recommended for appointments for the 2025-2026 school years have been interviewed by administrative staff members and have applications with favorable references on file in the Human Resources Department.

The lists for Teachers, Paraprofessionals, SAMP, AFSCME and Non-Bargaining for the 2024-2025 school year are available at the School Support Center in Room 106.

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

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

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

Recommendation
The Superintendent recommends the approval of the appointments, change of assignments, promotions, reappointments, reassignments, resignations, retirements, suspensions, terminations, and transfers (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Dr. Christina Britton

Attachments:
5.12.26 Board Material

Hire

Administrative

Type	Name	Department/Location	Position	Effective Date
Hire	Anastasas, Anthony	Food & Nutrition Services	Director, Food Services (Range $79,566 - $151,925)	6-1-2026
Hire	Mei, Katy	Purchasing	Director, Purchasing (Range $79,566 - $151,925)	5-18-2026
Hire	Piantanida, Zachary	Information Technology	Field Technician (Range $41,193 - $80,525)	4-27-2026

Educational Support

Type	Name	Department/Location	Position	Effective Date
Hire	Correa, Orlando	Tara Elementary School	Custodian 8 Hr	4-27-2026
Hire	Garcia Aguilar, Deysi	Miller Elementary School	Custodian 8 Hr	4-26-2026
Hire	Hair, Holly	School Bus Transportation	Bus Aide	4-27-2026
Hire	Klosowski, Mark	Vehicle Mntce / Parts Dept	Assistant, Parts	4-27-2026
Hire	Lee, Talijah	Southeast High School	Secretary, School II	5-1-2026
Hire	Marchetti, Melissa	School Bus Transportation	Dispatcher, School Bus Trans	4-27-2026
Hire	Myers, Christopher	School Bus Transportation	Bus Aide	4-27-2026
Hire	Perez Romero, Edgar	Administrative Services	Custodian 8 Hr	4-27-2026
Hire	Rice, Misty	Manatee Technical College	Specialist, Financial Aid	4-19-2026
Hire	Ruiz, Noely	School Bus Transportation	Bus Aide	4-27-2026
Hire	Samuel, Waleng	Food & Nutrition Services	Food Service-5 hr, Floater	4-13-2026
Hire	Vargas, Maria	Food & Nutrition Services	Food Service-5 hr, Floater	4-13-2026
Hire	Williams, Rhian	Manatee High School	Custodian 8 Hr	4-20-2026

Promotion

Administrative

Type	Name	Department/Location	Position	Effective Date
Promotion	Bennett, Brooke	From: SDMC School Support Center To: SDMC School Support Center	From: Spec, Payroll To: Analyst, School Account	4-26-2026

Resignation

Administrative

Type	Name	Department/Location	Position	Effective Date
Resignation	Evers, Robin	Blackburn Elementary School	Behavior Specialist	6-6-2026
Resignation	Pendley, Kevin	Legal	General Counsel	5-12-2026
Resignation	Zufall, Michael	Palmetto High School	Asst Principal, HS	5-9-2026

Educational Support

Type	Name	Department/Location	Position	Effective Date
Resignation	Bryant, Shannon	Williams Elementary School	Clerk, Guidance, ES	6-6-2026
Resignation	Chiappa, Valerie	Food & Nutrition Services	Worker, Food Service-5 hr	4-14-2026
Resignation	D'Acunto, Stephanie	Harvey K-8 School	Tchr Aide, ES	5-30-2026
Resignation	Edwards, Kaci	Williams Elementary School	Asst, School Clerical, 10.5 Mo	6-6-2026
Resignation	Fernandez, Dayana	Jain Middle School	Custodian 8 Hr	4-25-2026
Resignation	Gillum, Tiffany	Miller Elementary School	Tchr Aide, ES	4-24-2026
Resignation	Giuliani, Eric	Security	Safety Guardian	4-22-2026
Resignation	Kenney, Katlin	Southeast High School	Tchr Aide, ESE	4-22-2026
Resignation	King-Shaw, Melanie	School Bus Transportation	Bus Driver	4-25-2026
Resignation	Mueller, Claudia	Food & Nutrition Services	Worker, Food Service-6 hr	5-30-2026
Resignation	Perez, Charlene	Blackburn Elementary School	Tchr Aide, ES	8-1-2026
Resignation	Purpus, Michael	Lakewood Ranch High School	Tchr Aide, ESE	8-2-2026
Resignation	Schwarz, Kary	Williams Elementary School	Tchr Asst, Child Dev. Assoc	5-30-2026
Resignation	Stickles, Alaina	Palm View K-8 School	Tchr Aide, ESE	5-30-2026
Resignation	Watkins, Jordan	Manatee Elementary School	Tchr Aide, ESE	5-29-2026
Resignation	Willis, Grace	Gullett Elementary School	Tchr Aide, ESE, 1:1	3-30-2026

Instructional

Type	Name	Department/Location	Position	Effective Date
Resignation	Adamchak, Lauren	Willis Elementary School	Second Grade Teacher	5-30-2026
Resignation	Bailey Odom, Sonia	Samoset Elementary School	Kindergarten Teacher	6-6-2026
Resignation	Bangalisan, Lorilyn	Sea Breeze Elementary School	Tchr, Pre-K Integrated	5-30-2026
Resignation	Bohannon, Rebeckah	Miller Elementary School	Fifth Grade Teacher	5-30-2026
Resignation	Bradley, Meleah	Palm View K-8 School	Tchr, Language Arts, MS	4-22-2026
Resignation	Burk, Patricia	Manatee Elementary School	Fourth Grade Teacher	5-30-2026
Resignation	Camp, Emily	Palm View K-8 School	Fourth Grade Teacher	5-30-2026
Resignation	Ciasto, Kailah	Palm View K-8 School	Fourth Grade Teacher	5-30-2026
Resignation	Clark, Robert	Parrish Community High School	Tchr, Physical Educ, HS	5-30-2026
Resignation	Connor, Sally	Jain Middle School	Tchr, Language Arts, MS	5-30-2026
Resignation	Distasio, Katelyn	Ballard Elementary School	Kindergarten Teacher	5-29-2026
Resignation	Duke, Cynthia	Parrish Community High School	Tchr, Science, HS	5-30-2026
Resignation	Farrar, Emily	Ballard Elementary School	Tchr, Music, ES	5-30-2026
Resignation	Gerstenberger, Ames	Sugg Middle School	Tchr, Art, MS	5-30-2026

Resignation	Gonzalez, Yalimary	Samoset Elementary School	Fifth Grade Teacher	6-11-2026
Resignation	Kastor, Grae	Williams Elementary School	Tchr, Pre-K Handicapped	5-30-2026
Resignation	Keller, Erika	Rogers Garden-Bullock ES	Specialist, Student Support	7-4-2026
Resignation	Laracuente, Laura	Bayshore High School	Support Facilitator	5-30-2026
Resignation	McRee, Erin	Manatee High School	Tchr, Science, HS	5-30-2026
Resignation	Messner, Nicole	Bashaw Elementary School	Tchr, Music, ES	5-30-2026
Resignation	Morales, Jaime	Bayshore High School	Tchr, Mathematics, HS	5-30-2026
Resignation	Moroney, Nichole	Bashaw Elementary School	Third Grade Teacher	5-30-2026
Resignation	Murphy, Jack	Parrish Community High School	Support Facilitator	5-30-2026
Resignation	Napoli, Danielle	Bashaw Elementary School	Fourth Grade Teacher	5-30-2026
Resignation	Nelson, Jacquelyn	Harvey K-8 School	Third Grade Teacher	5-30-2026
Resignation	Nolin, Suzanne	Lakewood Ranch High School	Support Facilitator	5-30-2026
Resignation	Nueva, Abigail	Miller Elementary School	Tchr, VE/SC	5-30-2026
Resignation	Ruch, Jacquelyn	Harvey K-8 School	First Grade Teacher	5-30-2026
Resignation	Semeniuk, Daniel	Jain Middle School	Tchr, Science, MS	5-30-2026
Resignation	Shankarappa, Basavaraju	Palmetto High School	Tchr, Science, HS	5-29-2026
Resignation	Simmons, Brittany	Lincoln Memorial Middle School	Tchr, Language Arts, MS	5-30-2026
Resignation	Smith, Gracyn	Moody Elementary School	Third Grade Teacher	7-1-2026
Resignation	Swain, Andrea	Bashaw Elementary School	Tchr, Pre-K Handicapped	5-30-2026
Resignation	Townson, Taylor	Palmetto High School	Tchr, Language Arts, HS	5-30-2026
Resignation	Tschida, Samuel	Parrish Community High School	Tchr, Social Studies, HS	5-30-2026
Resignation	Vanderford, Michael	Lakewood Ranch High School	Tchr, Social Studies, HS	5-30-2026
Resignation	Walter, Tess	Samoset Elementary School	Third Grade Teacher	6-11-2026
Resignation	Yates, Kaitlynn	Lakewood Ranch High School	Tchr, Language Arts, HS	5-30-2026

Retirement

Administrative

Type	Name	Department/Location	Position	Effective Date
Retirement	Kapper, Theresa 25.08 Years of Service	Information Technology	Field Technician	8-1-2026
Retirement	Shaw, Roy 21 Years of Service	Braden River High School	Asst Principal, HS	7-1-2026
Retirement	Spates, Jan 4.40 Years of Service	Mills Elementary School	Nurse, School, RN	8-1-2026

Educational Support

Type	Name	Department/Location	Position	Effective Date
Retirement	Wilson, Trudy 31.20 Years of Service	Tara Elementary School	Tchr Aide, ES	8-1-2026

Instructional

Type	Name	Department/Location	Position	Effective Date
Retirement	Engram, Lisa 34 Years of Service	Manatee Elementary School	Fifth Grade Teacher	5-30-2026
Retirement	Gould, Allicia 3 Years of Service	Braden River High School	Tchr, Language Arts, HS	2-14-2026
Retirement	Horne, Sandra 16 Years of Service	Ballard Elementary School	Tchr, Resource	5-30-2026
Retirement	Leduc, Nicholas 30 Years of Service	Harvey K-8 School	Tchr, STEM	6-1-2026
Retirement	Radloff, Kyle 22.70 Years of Service	Kinnan Elementary School	Tchr, Art, ES	8-1-2026
Retirement	Radloff, Todd 28.90 Years of Service	Kinnan Elementary School	Tchr, Physical Educ, ES	8-1-2026
Retirement	Serghie, Emili 3 Years of Service	Braden River High School	Tchr, Mathematics, HS	6-1-2026
Retirement	Short, Victoria 35.80 Years of Service	Bashaw Elementary School	Second Grade Teacher	8-1-2026
Retirement	Smitman, Sarah 30.20 Years of Service	ESE	Spec, Exceptional Student Educ	6-1-2026
Retirement	Walker, Dawn 26 Years of Service	MEA	Tchr, Language Arts, HS - MEA	6-13-2026

Termination

Educational Support

Type	Name	Department/Location	Position	Effective Date
Termination	Gosselin, Melissa	Food & Nutrition Services	Worker, Food Service-6 hr	4-15-2026
Term During Probation	McDuffie, Ceira	Williams Elementary School	Tchr Aide, ESE, 1:1	4-16-2026

Transfer

Educational Support

Type	Name	Department/Location	Position	Effective Date
Transfer	Andrews, Heather	From: Wakeland Support Center To: Miller Elementary School	From: Manager, Cafeteria I, Floater To: Manager, Cafeteria I	4-26-2026
Transfer	Bernthisel, Scott	From: Jain Middle School To: King Middle School	From: Tech, Physical Educ To: Tchr Asst, MS, ISS	7-19-2026
Transfer	Brinson-James, Carletta	From: Williams Elementary School To: Rye Ranch Elementary School	From: Tchr Aide, ESE To: Tchr Aide, Pre-K Integrated	7-19-2026
Transfer	Burn, Bradley	From: Professional Support Center To: Haile Middle School	From: Tchr Asst, HS To: Tech, Physical Educ	7-19-2026

Transfer	Bynum, Kara	From: Gullett Elementary School To: Rye Ranch Elementary School	From: Tchr Aide, ES To: Tchr Aide, ESE	7-19-2026
Transfer	Covian, Severo	From: Sea Breeze Elementary School To: Lake Manatee K-8 School	From: Liaison, Home School To: Tchr Asst, MS, ISS	7-19-2026
Transfer	Cintron-Sierra, Giancarlo	From: Palm View K-8 School To: Rye Ranch Elementary School	From: Tchr Aide, MS To: Tchr Aide, ES	7-19-2026
Transfer	Crawford Pompey, Patrice	From: Parrish Community HS To: Matzke Support Center	From: Custodian 8 Hr To: Bus Aide	4-26-2026
Transfer	Crespo, Yesenia	From: Rogers Garden-Bullock ES To: Rye Ranch Elementary School	From: Tchr Aide, ESOL To: Tchr Aide, Pre-K	7-19-2026
Transfer	Dicosola, Jennifer	From: Palmetto Elementary School To: Veterans Elementary School	From: Tchr Aide, Pre-K Integrated To: Tchr Aide, ES	7-19-2026
Transfer	Fiore, Vanessa	From: Bayshore Elementary School To: Southeast High School	From: Worker, Food Service-6 hr To: Worker, Food Service-6 hr	4-12-2026
Transfer	Gavin, Whitney	From: Lake Manatee K-8 School To: Rye Ranch Elementary School	From: Tchr Asst, Child Dev. Assoc To: Tchr Asst, Child Dev. Assoc	7-19-2026
Transfer	MacDonald, Julie	From: Wakeland Support Center To: King Middle School	From: Food Service-5 hr, Floater To: Worker, Food Service-5 hr	4-26-2026
Transfer	Mays, Phyllis	From: SDMC School Support Center To: Braden River Middle School	From: Tchr Aide, ESE, 1:1 To: Tchr Aide, MS	7-19-2026
Transfer	McElfatrick, Catherine	From: Wakeland Support Center To: Braden River Elementary School	From: Manager, Cafeteria I, Floater To: Manager, Cafeteria I	4-12-2026
Transfer	Rodriguez, Aracely	From: Palmetto Elementary School To: Palmetto High School	From: Tchr Aide, ESOL To: Tchr Aide, ESOL	7-19-2026
Transfer	Romero Ramirez, Laura	From: Wakeland Support Center To: King Middle School	From: Food Service-5 hr, Floater To: Worker, Food Service-6 hr	4-12-2026
Transfer	Salas Galarza, Arelys	From: Wakeland Support Center To: Lakewood Ranch High School	From: Food Service-5 hr, Floater To: Worker, Food Service-6 hr	4-12-2026
Transfer	Sandhu, Poornidai	From: Palma Sola Elementary School To: Palma Sola Elementary School	From: Tchr Aide, ESE To: Tchr Aide, ESE	7-19-2026
Transfer	Vasic Taborda, Marija	From: Gullett Elementary School To: Lake Manatee K-8 School	From: Tchr Aide, ES To: Tchr Aide, ES	7-19-2026
Transfer	Winfrey, Laura	From: Bashaw Elementary School To: Bayshore Elementary School	From: Paraprofessional, Title I, ES To: Tchr Aide, ES	7-19-2026

AGENDA ITEM NO. 11.2

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Final Order of Dismissal (Non-Renewal) SBMC Case No. 26-0001

Executive Summary
This final order will conclude the non-renewal process of employee T.B.

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

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

Recommendation
Superintendent recommends approval of the Final order of dismissal.

Financial Impact
There is no financial impact

Contact
Submitting Department: Human Resources

Attachments:
BLACKMORE-Final Order

BEFORE THE SCHOOL BOARD
OF MANATEE COUNTY, FLORIDA

TODD BLACKMORE,

Petitioner/Employee,

vs. **SBMC CASE NO. 26-0001**

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,

Respondent/Employer.
_____/

FINAL ORDER OF DISMISSAL

THIS CAUSE, having come before the School Board of Manatee County, Florida ("School Board"), on May 12, 2026, on its own review *sua sponte*, in the above-captioned matter[1] and the Board, having been advised of the positions of the parties, and considered the entire record, hereby dismisses the Petition with prejudice.

On or about April 24, 2026, Petitioner filed a Petition for Evidentiary Hearing presumedly pursuant to Chapter 120, Fla. Stat. before the School Board of Manatee County. Petitioner is an employee on an annual contract pursuant to Florida Statute §1012.335 for the 2025-2026 school year. On or about April 16, 2026, Petitioner was notified by the Department of Human Resources that his annual instructional contract would not be renewed for the 2026-2027 school year. As a result, no evidentiary hearing is available to Petitioner under Chapter 120. Fla. Stat. § 1012.335(1).

[1] This matter was originally captioned as a Petition by the School Board of Manatee County, Florida v. Todd Blackmore. Because this matter involves the non-renewal of an annual contract, and not a termination for just cause, Mr. Blackmore is correctly styled as Petitioner seeking a hearing before the School Board.

On June 12, 2019, Petitioner accepted an annual contract as an assistant principal on a Salaried, Administrative, Managerial, and Professional ("SAMP"), annual contract basis. The SAMP contract states: "I acknowledge that this is an annual contract for employment, with no express or implied statements, warranties, or promise of continued employment beyond the terms of this agreement. This annual employment contract does not guarantee future employment with the School Board of Manatee County." Petitioner's acceptance of an annual contract effectuated a novation of his prior professional services contract status. *See Bornstein v. Marcus*, 275 So. 3d 636, 639 (Fla. 4th DCA 2019).

Prior to serving as an assistant principal, Petitioner had been subject to a professional services contract as an instructor hired prior to July 1, 2011. Petitioner contends that when he returned from a SAMP contracted assistant principal to an instructional role for the 2025-2026 school year, he was effectively returned to professional services contract status and entitled to a just cause hearing prior to termination of his employment with the School Board.

As a matter of established Florida law, Petitioner relinquished his rights under a professional services contract by acceptance of a SAMP, annual contract as an assistant principal in June 2019. That annual contract was not renewed and expired by its terms on June 30, 2025. Petitioner then applied for, was hired, and accepted employment for an instructional position on an annual contract term for the 2025-2026 school year as provided in Florid Statutes § 1012.335, which was not renewed. The School Board is statutorily prohibited from restoring an annual contract holder to professional services contract status. *Fla. Stat*. § 1012.22(1)(c)(4)(a); § 1012.335(2)(a). When Petitioner accepted employment on an annual instructional contract for the 2025-2026 school year, he continued to have status under Fla. Stat. § 1012.335 as an annual contract employee. An employee on an annual contract is not entitled to a hearing for a non-

renewal of the annual contract as a matter of law. *See Lewis v. Sch. Bd. of Broward County*, 298 So. 3d 672, 674-75 (Fla. 4th DCA 2020) ("a teacher employed on an annual contract has no right to reemployment"). Therefore, as a matter of law, a teacher non-renewed for the following school year is not entitled to an administrative hearing.

Therefore, Petitioner's request for hearing is dismissed with prejudice.

DONE AND ENTERED this ___ day of May, 2026, in Bradenton, Manatee County, Florida.

_____

_____

Cindy Spray, Chair
SCHOOL BOARD OF MANATEE COUNTY, FL

Copies to:

Dr. Laurie Breslin, Superintendent
Melissa C. Mihok, Esquire

AGENDA ITEM NO. 11.3

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Report of Teachers' Out-of-Field Content, Reading, and ESOL (English for Speakers of Other Languages) (No Financial Impact)

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

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

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

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

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

Recommendation
The Superintendent recommends approval of the report of teachers' out-of-field content, reading and ESOL (English for Speakers of Other Languages) (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Dr. Christina Britton

Attachments:
OOF ESOL 5.12.26
OOF Reading 5.12.26
OOF Content 5.12.26

EMPLOYEE_NAME	SCHOOL_DESCR	POSITION_DESCR	OOF Description
Bock,Jessie Rey	Lake Manatee K-8 School	Kindergarten Teacher	ESOL End. Class 1
Bourdon,Allison	Lake Manatee K-8 School	Kindergarten Teacher	ESOL End. Class 1
Buck,Olivia	Lake Manatee K-8 School	Second Grade Teacher	ESOL End. Class 2
Cricco,Cristina	Lake Manatee K-8 School	Third Grade Teacher	ESOL End. Class 1
Gogoel,Kirsten	Lake Manatee K-8 School	Fifth Grade Teacher	ESOL End. Class 1
Graber,Hailey	Lake Manatee K-8 School	Third Grade Teacher	ESOL End. Class 1
Hannley,Kristine	Lake Manatee K-8 School	Third Grade Teacher	ESOL End. Class 1
Jimenez,Katty Maria	Lake Manatee K-8 School	Fourth Grade Teacher	ESOL End. Class 1
Lopez-Pacheco,Brittaney	Lake Manatee K-8 School	First Grade Teacher	ESOL End. Class 5
Morse,Emily S	Lake Manatee K-8 School	Tchr, First Grade	ESOL End. Class 1
Obrien,Judith Anne	Lake Manatee K-8 School	Fourth Grade Teacher	ESOL End. Class 1
Portaleos,Chelsey	Lake Manatee K-8 School	Kindergarten Teacher	ESOL End. Class 1
Sasso,Kristina	Lake Manatee K-8 School	Second Grade Teacher	ESOL End. Class 3
Sieracki,Eliane	Lake Manatee K-8 School	Fifth Grade Teacher	ESOL End. Class 1
Stanley,Lauren Marie	Lake Manatee K-8 School	First Grade Teacher	ESOL End. Class 1
Tovell,Andrew	Lake Manatee K-8 School	Tchr, Art, ES	ESOL End. Class 1
Wodrich,Stacey	Lake Manatee K-8 School	Fourth Grade Teacher	ESOL End. Class 1
Hoyden,Melanie	Anna Maria Elementary School	Kindergarten Teacher	ESOL End. Class 1
Milhaven,James	Anna Maria Elementary School	Fourth Grade Teacher	ESOL End. Class 2
Thomas,Katrina Ellen	Anna Maria Elementary School	Second Grade Teacher	ESOL End. Class 1
Burt,Thomas	Ballard Elementary School	Third Grade Teacher	ESOL End. Class 1
Capalit,Ross Ann	Ballard Elementary School	Tchr, ASD	ESOL End. Class 2
Cusack,Tracey Boyd	Ballard Elementary School	First Grade Teacher	ESOL End. Class 3
DeVoss,Amy E	Ballard Elementary School	Second Grade Teacher	ESOL End. Class 1
Distasio,Katelyn T	Ballard Elementary School	Kindergarten Teacher	ESOL End. Class 1
Simmons,Solanges	Ballard Elementary School	First Grade Teacher	ESOL End. Class 1
Wylie,Frances C	Ballard Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Albritton,Jade Savannah	Bayshore Elementary School	Kindergarten Teacher	ESOL End. Class 1
Bamrick,Chelsea Marie	Bayshore Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Baroncini,Cara Lena	Bayshore Elementary School	First Grade Teacher	ESOL End. Class 1
Beverly,Camden Rain	Bayshore Elementary School	First Grade Teacher	ESOL End. Class 1
Billings,Kaylie Jean	Bayshore Elementary School	Second Grade Teacher	ESOL End. Class 1
BonRose,Kami Lee	Bayshore Elementary School	Tchr, EBD/SC	ESOL End. Class 1
Brod,Leah Bea	Bayshore Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1
Brown,Robin	Bayshore Elementary School	Third Grade Teacher	ESOL End. Class 4
Calcorzi,Angel A.	Bayshore Elementary School	Tchr, STEM	ESOL End. Class 2
Callihan-DeWitt,Kristina Lee	Bayshore Elementary School	Coach, Literacy	ESOL End. Class 1
Fraley,Leah Nicole	Bayshore Elementary School	Second Grade Teacher	ESOL End. Class 1
Freitag,Oksana Vitalievna	Bayshore Elementary School	Kindergarten Teacher	ESOL End. Class 3
Juntunen,Kevin	Bayshore Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Mann,Donna M.	Bayshore Elementary School	Third Grade Teacher	ESOL End. Class 1
Nichols,Elizabeth Nicole	Bayshore Elementary School	Fifth Grade Teacher	ESOL End. Class 2
Nobile,Selina	Bayshore Elementary School	Tchr, ESOL Resource	ESOL End. Class 1
Nuccitelli,Tara	Bayshore Elementary School	Third Grade Teacher	ESOL End. Class 2
Padilla,Christopher D	Bayshore Elementary School	Third Grade Teacher	ESOL End. Class 1
Randt,Korrie Lynn	Bayshore Elementary School	Kindergarten Tchr	ESOL End. Class 1
Rath,Halen Chrisitian	Bayshore Elementary School	Tchr, VE/SC	ESOL End. Class 1
Sibbio,Kathleen Delores	Bayshore Elementary School	Second Grade Teacher	ESOL End. Class 1
Van Aken,Catherine Hawthorne	Bayshore Elementary School	Spec, Media, ES	ESOL End. Class 1
Baker,Caitlyn Alexandria	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1
Erby,Lisa Denise	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 3
Lamar,Amber	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1
Suarez,Olivia J.	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1
Tardiel,Marcia Lorriane	Bayshore High School	Tchr, Reading, HS	ESOL End. Class 2
Wilson,Melissa Jan	Bayshore High School	Tchr, Dance, HS	ESOL End. Class 3
Burk,Patricia	Manatee Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Delgado,Edmundo A.	Manatee Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1
Deligiannis,Maria Mina	Manatee Elementary School	Tchr, Third Grade	ESOL End. Class 1
Engram,Leah Sharai	Manatee Elementary School	Counselor, ES	ESOL End. Class 1
Fields,Vincent	Manatee Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Franklin,Katrina N.	Manatee Elementary School	Third Grade Teacher	ESOL End. Class 1
Hamilton,Sabrina	Manatee Elementary School	Fifth Grade Teacher	ESOL End. Class 2
Negroni,Ivette	Manatee Elementary School	Second Grade Teacher	ESOL End. Class 1
Page,Anita E	Manatee Elementary School	Third Grade Teacher	ESOL End. Class 5
Shimmell,Mercedes	Manatee Elementary School	Kindergarten Teacher	ESOL End. Class 2
Smith,Carleen M.	Manatee Elementary School	Kindergarten Teacher	ESOL End. Class 1
Thompson,Keisha	Manatee Elementary School	Second Grade Teacher	ESOL End. Class 1
Woughter,Cari	Manatee Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Aadson,Tatyana B.	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1

EMPLOYEE_NAME	SCHOOL_DESCR	POSITION_DESCR	OOF Description
Baker,Matthew	Manatee High School	Tchr, Reading, HS	ESOL End. Class 3
Carson,Camrynn	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1
Casey,Matthew	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1
Egyed,Peter P.	Manatee High School	Tchr, ASD	ESOL End. Class 2
Fontaine,Francine	Manatee High School	Support Facilitator	ESOL End. Class 1
Mallo,Margaret	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1
Manion,Kyle	Manatee High School	Tchr, IND/SC	ESOL End. Class 2
Marconi,Kathy Lynn	Manatee High School	Support Facilitator	ESOL End. Class 1
Sowa,Audrey	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 2
Casaclang,Aileen	Miller Elementary School	Tchr, ASD	ESOL End. Class 2
Davis,Parker	Miller Elementary School	Tchr, STEM	ESOL End. Class 1
Marello,Amanda	Miller Elementary School	First Grade Teacher	ESOL End. Class 3
McGee,Pamela	Miller Elementary School	First Grade Teacher	ESOL End. Class 1
Miller,Sarah Jeffcoat	Miller Elementary School	Second Grade Teacher	ESOL End. Class 1
Murphy,Bonnie H	Miller Elementary School	Second Grade Teacher	ESOL End. Class 3
Nueva,Abigail Salazar	Miller Elementary School	Tchr, VE/SC	ESOL End. Class 1
Raber,Jillisa	Miller Elementary School	Third Grade Teacher	ESOL End. Class 2
Stephens,Elizabeth Ann	Miller Elementary School	Fourth Grade Teacher	ESOL End. Class 4
Greene,Kristin Inderwiesen	Myakka Elementary School	Tchr, Music, ES	ESOL End. Class 1
Royston,Emily Elizabeth	Myakka Elementary School	Second Grade Teacher	ESOL End. Class 2
Spencer,Melissa	Myakka Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Sullivan,Alexandra	Myakka Elementary School	Kindergarten Teacher	ESOL End. Class 1
Toso,Claudia Lucia	Myakka Elementary School	Tchr, ESOL Resource	ESOL End. Class 3
Walters,Molli Martin	Myakka Elementary School	Third Grade Teacher	ESOL End. Class 1
Allen,Kayci Ann	Oneco Elementary School	First Grade Teacher	ESOL End. Class 2
Cunningham,Jolissa	Oneco Elementary School	Fifth Grade Teacher	ESOL End. Class 2
Davis,Aleceya	Oneco Elementary School	First Grade Teacher	ESOL End. Class 1
Dubernas,Melissa Noelle	Oneco Elementary School	Second Grade Teacher	ESOL End. Class 1
Fishman,Farrah	Oneco Elementary School	Second Grade Teacher	ESOL End. Class 1
Golinar,Krystal Marie	Oneco Elementary School	Kindergarten Teacher	ESOL End. Class 1
Gregory,Pamela Duke	Oneco Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Grobleski,Amy Lee	Oneco Elementary School	First Grade Teacher	ESOL End. Class 1
Johnson,Paige Eldridge	Oneco Elementary School	Tchr, VE/SC	ESOL End. Class 2
Lobozzo,Melissa Westbrook	Oneco Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Lopatinsky,Tiffany Lyn	Oneco Elementary School	Second Grade Teacher	ESOL End. Class 1
Martin,Almark Atoney	Oneco Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Mitchell,Raven Aisha	Oneco Elementary School	Second Grade Teacher	ESOL End. Class 2
Moreno-Hernandez,Diana M	Oneco Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1
Peart,Tracy Ann N	Oneco Elementary School	Third Grade Teacher	ESOL End. Class 1
Satahoo Graham,Aneisha Sherika	Oneco Elementary School	Third Grade Teacher	ESOL End. Class 3
Scipione,Emily Pauline	Oneco Elementary School	Third Grade Teacher	ESOL End. Class 1
Solano,Gabriella Renee	Oneco Elementary School	First Grade Teacher	ESOL End. Class 1
Steiner,Kati	Oneco Elementary School	Math Coach, ES	ESOL End. Class 1
Wheeler,Lezlie Charlene	Oneco Elementary School	Support Facilitator	ESOL End. Class 1
CARDER,ARIADNE	Rogers Garden-Bullock ES	First Grade Teacher	ESOL End. Class 1
Castillo,Johana	Rogers Garden-Bullock ES	Kindergarten Teacher	ESOL End. Class 1
Hazon,Zoe	Rogers Garden-Bullock ES	Tchr, IND/SC	ESOL End. Class 1
Mendez,Jessica	Rogers Garden-Bullock ES	First Grade Teacher	ESOL End. Class 4
Miranda,Eliette	Rogers Garden-Bullock ES	Fifth Grade Teacher	ESOL End. Class 1
Petrosino,Morgan N	Rogers Garden-Bullock ES	First Grade Teacher	ESOL End. Class 1
Reynolds,Sarah L	Rogers Garden-Bullock ES	Fifth Grade Teacher	ESOL End. Class 1
Soto,Brunilda	Rogers Garden-Bullock ES	First Grade Teacher	ESOL End. Class 1
Townsend,Emily B.	Rogers Garden-Bullock ES	Tchr, ASD	ESOL End. Class 2
Viverito,Christin	Rogers Garden-Bullock ES	Second Grade Teacher	ESOL End. Class 1
Allen,Sondra Renee	Palm View K-8 School	Kindergarten Teacher	ESOL End. Class 1
Babakarkhil,Sakhi	Palm View K-8 School	Fifth Grade Teacher	ESOL End. Class 2
Bradley,Maleah L	Palm View K-8 School	Tchr, Language Arts, MS	ESOL End. Class 4
Busick,Katherine	Palm View K-8 School	Third Grade Teacher	ESOL End. Class 1
Ciasto,Kailah Marie	Palm View K-8 School	Fourth Grade Teacher	ESOL End. Class 2
Davis,Ieshia Nicole	Palm View K-8 School	Tchr, Language Arts, MS	ESOL End. Class 1
Deans,Sara S	Palm View K-8 School	Third Grade Teacher	ESOL End. Class 1
Gleason,Olivia	Palm View K-8 School	Tchr, Dropout Prevention, MS	ESOL End. Class 2
Khader Qasim,Dina	Palm View K-8 School	Fourth Grade Teacher	ESOL End. Class 1
Munn,Kristen M	Palm View K-8 School	Teacher, Woz Support, ES	ESOL End. Class 1
Severo,Pamela	Palm View K-8 School	Second Grade Teacher	ESOL End. Class 3
Van Horn,Brenda	Palm View K-8 School	Second Grade Teacher	ESOL End. Class 1
Hanna,Lisa Ann	Palma Sola Elementary School	First Grade Teacher	ESOL End. Class 1
Ramsey,Destiny	Palma Sola Elementary School	Kindergarten Teacher	ESOL End. Class 1
Alanis,Arlette	Palmetto Elementary School	Third Grade Teacher	ESOL End. Class 1

EMPLOYEE_NAME	SCHOOL_DESCR	POSITION_DESCR	OOF Description
Beres,Aubrey	Palmetto Elementary School	First Grade Teacher	ESOL End. Class 1
Borcsok Imri,ZsuZsanna	Palmetto Elementary School	Tchr, VE/SC	ESOL End. Class 3
Gardner,Karen Rose	Palmetto Elementary School	Support Facilitator	ESOL End. Class 1
Howard,Kelly	Palmetto Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Ruiperez Sanchez,Maria Teresa	Palmetto Elementary School	Kindergarten Teacher	ESOL End. Class 1
Schaffer,Victoria	Palmetto Elementary School	Third Grade Teacher	ESOL End. Class 2
Tinkham,Kimberley Ann	Palmetto Elementary School	Tchr, ASD	ESOL End. Class 1
Tuchman,Christine A.	Palmetto Elementary School	Kindergarten Teacher	ESOL End. Class 1
Vargas Perez,Alicia	Palmetto Elementary School	Second Grade Teacher	ESOL End. Class 1
Villadangos Perez,Gonzalo	Palmetto Elementary School	First Grade Teacher	ESOL End. Class 1
Wade,Victoria	Palmetto Elementary School	First Grade Teacher	ESOL End. Class 1
Ansbro,Emily	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 4
Corn,Samantha	Palmetto High School	Tchr, IND/SC	ESOL End. Class 1
List,Jennifer	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 1
Rouse,Brandon	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1
Santiago,Loida	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 2
Simpson,Morgan	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 1
Townson,Taylor	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 1
Alvarez,Lindsay Ann	Prine Elementary School	Fifth Grade Teacher	ESOL End. Class 2
Bennett,Tabitha Paige	Prine Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Braendel,Patty Colleen	Prine Elementary School	Tchr, IND/SC	ESOL End. Class 1
Dotti,Sharon Joanne	Prine Elementary School	First Grade Teacher	ESOL End. Class 1
Early,Michelle Sharice	Prine Elementary School	Tchr, ESOL Resource	ESOL End. Class 1
Gardner,Crystal Marie	Prine Elementary School	Third Grade Teacher	ESOL End. Class 1
Geary,Colleen Nelson	Prine Elementary School	Third Grade Teacher	ESOL End. Class 3
Harman,Letitia E	Prine Elementary School	Spec, Media, ES	ESOL End. Class 1
Jordan,Andrea	Prine Elementary School	Kindergarten Teacher	ESOL End. Class 4
Larocca,Sara Anne	Prine Elementary School	Third Grade Teacher	ESOL End. Class 1
Leftwich,Michael	Prine Elementary School	Tchr, ASD	ESOL End. Class 1
Lyssy,Connie Campbell	Prine Elementary School	Tchr, ESOL Resource	ESOL End. Class 1
Middleton,Paige Nicole	Prine Elementary School	Third Grade Teacher	ESOL End. Class 1
Murphy,Matthew	Prine Elementary School	Specialist, Student Support	ESOL End. Class 1
Pinckney,Lesley Dione	Prine Elementary School	Kindergarten Teacher	ESOL End. Class 5
Riggins,April L.	Prine Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1
Rycerz,Cynthia	Prine Elementary School	Tchr, VE/SC	ESOL End. Class 1
Sardi,Nicole	Prine Elementary School	Third Grade Teacher	ESOL End. Class 2
Simpson,Emily Grace	Prine Elementary School	Second Grade Teacher	ESOL End. Class 1
Tacuba-Roblero,Esteffani	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1
Thoresen,Cassandra Marie	Prine Elementary School	Third Grade Teacher	ESOL End. Class 1
Wagstaff,Michele Lynn	Prine Elementary School	Fourth Grade Teacher	ESOL End. Class 4
Walker,Lindsey	Prine Elementary School	Second Grade Teacher	ESOL End. Class 3
Berumen-Marquez,Blanca Margarita	Daughtrey Elementary School	First Grade Teacher	ESOL End. Class 1
Catania,Christopher Stephen	Daughtrey Elementary School	Tchr, ESOL Resource	ESOL End. Class 1
Collado,Evelyn	Daughtrey Elementary School	First Grade Teacher	ESOL End. Class 4
Cowan,Caroceka Sarica	Daughtrey Elementary School	Tchr, ASD	ESOL End. Class 2
Cromartie-Pindell,Doris W	Daughtrey Elementary School	Third Grade Teacher	ESOL End. Class 4
DeMint,Miles Montgomery Scott	Daughtrey Elementary School	Tchr, ASD	ESOL End. Class 1
Hidalgo,Susel	Daughtrey Elementary School	Second Grade Teacher	ESOL End. Class 1
James,Kaitlyn	Daughtrey Elementary School	Tchr, Art, ES	ESOL End. Class 1
Karlsson,Lisbeth	Daughtrey Elementary School	Second Grade Teacher	ESOL End. Class 1
Kohn,Allison Jacoba	Daughtrey Elementary School	Second Grade Teacher	ESOL End. Class 1
Lewis,Leanna May	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 2
Lovin,Tara Williams	Daughtrey Elementary School	Tchr, VE/SC	ESOL End. Class 3
McClintock,Lyndsie	Daughtrey Elementary School	Support Facilitator	ESOL End. Class 1
Miller,Elena Marie	Daughtrey Elementary School	Kindergarten Teacher	ESOL End. Class 1
Ravn,Rachelle	Daughtrey Elementary School	Kindergarten Teacher	ESOL End. Class 1
Ruiz Harrington,Monica Graciela	Daughtrey Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Selbeck,Sandra Liliana	Daughtrey Elementary School	Tchr, Dual Language, ES	ESOL End. Class 1
Steffy,Patricia Marie	Daughtrey Elementary School	Third Grade Teacher	ESOL End. Class 1
Thornton,Julie	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1
Tomlin,Nicola Rosalee	Daughtrey Elementary School	Third Grade Teacher	ESOL End. Class 1
Williams,Hannah L.	Daughtrey Elementary School	Second Grade Teacher	ESOL End. Class 1
Bailey Odom,Sonia	Samoset Elementary School	Kindergarten Teacher	ESOL End. Class 1
Gonzalez,Yalimary F	Samoset Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Halbman,Michelle Parrott	Samoset Elementary School	First Grade Teacher	ESOL End. Class 1
Mike,Patricia Rae	Samoset Elementary School	Tchr, VE/SC	ESOL End. Class 1
Ricks,Nina Shantel	Samoset Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Scharlow,Hope Elizabeth	Samoset Elementary School	Kindergarten Teacher	ESOL End. Class 1
Walter,Maddison Claire	Samoset Elementary School	First Grade Teacher	ESOL End. Class 3

EMPLOYEE_NAME	SCHOOL_DESCR	POSITION_DESCR	OOF Description
Walter,Tess	Samoset Elementary School	Third Grade Teacher	ESOL End. Class 2
Anioce,Swenson	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1
Davis,Michael R	Southeast High School	Tchr, Reading, HS	ESOL End. Class 1
Epstein,Nancy	Southeast High School	Tchr, Social Studies, HS	ESOL End. Class 1
Farrow,Brandon Joshua	Southeast High School	Tchr, IND/SC	ESOL End. Class 1
Gratzer,Hope Elizabeth	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1
Greenwood,Naomi E	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1
Guyre,Brendan C	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 2
Hogue,Kenneth Carrington	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 4
Kearney Jr,Vernon Lenior	Southeast High School	Tchr, EBD/SC	ESOL End. Class 1
Alimon,Jezreel Kim	Tillman Elementary School	Tchr, ASD	ESOL End. Class 1
Bagwell,Tiffany	Tillman Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Baker,Casey M	Tillman Elementary School	Tchr, ASD	ESOL End. Class 1
Collins,Asia Marie	Tillman Elementary School	Second Grade Teacher	ESOL End. Class 2
Collins,Jessica	Tillman Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Eurich Plevin,Elizabeth	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1
Facer,Rebecca	Tillman Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Feliciano,Sarah	Tillman Elementary School	Kindergarten Teacher	ESOL End. Class 2
Leupold,Jonathan	Tillman Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Li,BingBing	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1
McGarry,Hunter	Tillman Elementary School	Support Facilitator	ESOL End. Class 1
McNear,Koral	Tillman Elementary School	Second Grade Teacher	ESOL End. Class 1
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE/SC	ESOL End. Class 1
Murray,Bernatta Dealcia	Tillman Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1
Ruiz,Justin	Tillman Elementary School	Kindergarten Teacher	ESOL End. Class 2
Willsen,Eric	Tillman Elementary School	Kindergarten Teacher	ESOL End. Class 3
Baranowski,Kimberly	Blackburn Elementary School	Support Facilitator	ESOL End. Class 5
Chanelo Rodriguez,Edith Rocio	Blackburn Elementary School	Kindergarten Teacher	ESOL End. Class 4
Hemingway,Denise	Blackburn Elementary School	Tchr, VE/SC	ESOL End. Class 1
Miller,Joseph Levi	Blackburn Elementary School	Kindergarten Teacher	ESOL End. Class 1
Quirino,Amanda	Blackburn Elementary School	Second Grade Teacher	ESOL End. Class 1
Thompson,Kaysee	Blackburn Elementary School	First Grade Teacher	ESOL End. Class 1
Alford-Mears,Shelly-Ann Annakay	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 4
Arenas,Monique	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
Geldmaker,Stephanie	Sugg Middle School	Support Facilitator	ESOL End. Class 1
Malone,Meaghan	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
McElroy,Jeannine	Sugg Middle School	Tchr, Social Studies, MS	ESOL End. Class 1
Nestleroad,Chelsea	Sugg Middle School	Tchr, Resource	ESOL End. Class 1
Pike,Sav L	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
Russ,Carrie N.	Sugg Middle School	Tchr, Social Studies, MS	ESOL End. Class 4
Acevedo,Cynthia A	Moody Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Allen,Kasie Anne	Moody Elementary School	Third Grade Teacher	ESOL End. Class 1
Avila,Gabriela De Jesus	Moody Elementary School	Third Grade Teacher	ESOL End. Class 2
Bystricky,Katherine	Moody Elementary School	Kindergarten Teacher	ESOL End. Class 1
Gilsenan,Nicole	Moody Elementary School	Third Grade Teacher	ESOL End. Class 1
Jenkins-Wade,Billie	Moody Elementary School	Second Grade Teacher	ESOL End. Class 1
Kelly-Walford,Carla S	Moody Elementary School	First Grade Teacher	ESOL End. Class 2
Korschun,Martha	Moody Elementary School	Tchr, ASD	ESOL End. Class 1
Roche,Rita L	Moody Elementary School	First Grade Teacher	ESOL End. Class 5
Simpson,Nickesha Natalee	Moody Elementary School	Tchr, VE/SC	ESOL End. Class 2
Smith,Gracyn Paige	Moody Elementary School	Third Grade Teacher	ESOL End. Class 1
Smith,Maya E	Moody Elementary School	First Grade Teacher	ESOL End. Class 1
Trautner,Tracy	Moody Elementary School	Kindergarten Teacher	ESOL End. Class 4
dos Santos Garrido Cabral,Rossana	Moody Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Brown,Destiny Adriana Cynthia	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
Cunningham,Sherry	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1
Galati,Natasha	King Middle School	Tchr, ASD	ESOL End. Class 1
Highers,Jamie S.	King Middle School	Tchr, Science, MS	ESOL End. Class 2
Shareshian,Michael C	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 3
Cansdale,Emma Mary	Abel Elementary School	Third Grade Teacher	ESOL End. Class 1
Cepeda,Victoria Marie	Abel Elementary School	Third Grade Teacher	ESOL End. Class 1
Forch,Terry Lee	Abel Elementary School	Support Facilitator	ESOL End. Class 1
Gardini,Elizabeth	Abel Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Kent,Noelle V.	Abel Elementary School	Tchr, VE/SC	ESOL End. Class 1
Leiphart,Kayla Elizabeth	Abel Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Nehus,Jillian Ann	Abel Elementary School	Tchr, ASD	ESOL End. Class 1
Paris,Maria Jose	Abel Elementary School	First Grade Teacher	ESOL End. Class 1
Rabie,Lisa Marie	Abel Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Simpson,Miquela	Abel Elementary School	Second Grade Teacher	ESOL End. Class 1

EMPLOYEE_NAME	SCHOOL_DESCR	POSITION_DESCR	OOF Description
Tobias,Kayla	Abel Elementary School	First Grade Teacher	ESOL End. Class 3
Alvarez,Kaitlyn	Bashaw Elementary School	Third Grade Teacher	ESOL End. Class 1
Anderson,Micah Sarita	Bashaw Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Castiglioni,Emily	Bashaw Elementary School	Kindergarten Teacher	ESOL End. Class 1
Ciambrone,Lauren	Bashaw Elementary School	Tchr, Fifth Grade	ESOL End. Class 1
Clark,David	Bashaw Elementary School	Second Grade Teacher	ESOL End. Class 1
Gonzalez,Ana Maria	Bashaw Elementary School	Third Grade Teacher	ESOL End. Class 1
Ketterman,Jared	Bashaw Elementary School	Fourth Grade Teacher	ESOL End. Class 5
Kilguss,Sarah E	Bashaw Elementary School	Third Grade Teacher	ESOL End. Class 1
Moroney,Nichole Marie	Bashaw Elementary School	Third Grade Teacher	ESOL End. Class 1
O'Neill,John	Bashaw Elementary School	Third Grade Teacher	ESOL End. Class 1
Ramos Chesnik,Claudia Marija	Bashaw Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Ridore-Hall,Sachiya	Bashaw Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Sofos,Melissa Renee	Bashaw Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Woods,Heather	Bashaw Elementary School	First Grade Teacher	ESOL End. Class 1
Yueng-Nieves,Kathryn Paula	Bashaw Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1
Austin,Taylor Nicole	Braden River Elementary School	First Grade Teacher	ESOL End. Class 3
Boardman,Kerri	Braden River Elementary School	Tchr, VE/SC	ESOL End. Class 1
Cormany,Denise	Braden River Elementary School	First Grade Teacher	ESOL End. Class 4
Koch,Whitney Carter	Braden River Elementary School	Fifth Grade Teacher	ESOL End. Class 2
Lehman,Tracie Leigh	Braden River Elementary School	Tchr, STEM	ESOL End. Class 3
Maher,Jennifer	Braden River Elementary School	Kindergarten Teacher	ESOL End. Class 1
Messer,Kathleen	Braden River Elementary School	Second Grade Teacher	ESOL End. Class 4
Pena,Alexandra	Braden River Elementary School	Tchr, ASD	ESOL End. Class 1
Westberry,Kristah Elizabeth	Braden River Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Anderson,Melanie Maria	Braden River Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
Bowers,Ann E.	Braden River Middle School	Tchr, VE	ESOL End. Class 2
Dowling,Jennifer	Braden River Middle School	Tchr, Mathematics, MS	ESOL End. Class 3
Gulsby,Nicole T.	Braden River Middle School	Tchr, Reading, MS	ESOL End. Class 1
Llamas,Jacqueline	Braden River Middle School	Tchr, Social Studies, MS	ESOL End. Class 5
Mynatt,Jessica	Braden River Middle School	Tchr, Science, MS	ESOL End. Class 1
Palmiere,Kelly M.	Braden River Middle School	Tchr, Language Arts, MS	ESOL End. Class 5
Alexander,Stephanie	Sea Breeze Elementary School	Tchr, Pre-K	ESOL End. Class 1
Bailey,Beth	Sea Breeze Elementary School	Kindergarten Teacher	ESOL End. Class 1
Bangalisan,Lorilyn D	Sea Breeze Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1
Barber,Coleman	Sea Breeze Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Byers,Tabatha	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1
Grundy,Molly	Sea Breeze Elementary School	Second Grade Teacher	ESOL End. Class 1
Jones,Brenda Goble	Sea Breeze Elementary School	First Grade Teacher	ESOL End. Class 1
McCarron,Aurora Jean	Sea Breeze Elementary School	Tchr, VE/SC	ESOL End. Class 3
Michael,Jessica	Sea Breeze Elementary School	Fifth Grade Teacher	ESOL End. Class 3
Miller,Alison D	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1
Patrick,Kevin	Sea Breeze Elementary School	Tchr, VE/SC	ESOL End. Class 1
Peace,Elizabeth	Sea Breeze Elementary School	Support Facilitator	ESOL End. Class 1
Randle,Rebecca	Sea Breeze Elementary School	Second Grade Teacher	ESOL End. Class 1
Shelton,Brian Keith	Sea Breeze Elementary School	Tchr, ASD	ESOL End. Class 1
Tenchavez,Leah	Sea Breeze Elementary School	Tchr, ASD	ESOL End. Class 1
Toglia,Sabrina	Sea Breeze Elementary School	Third Grade Teacher	ESOL End. Class 1
Walsh,Brennan	Sea Breeze Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Warren,David O'dell	Sea Breeze Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Coleman,Brittney M	Tara Elementary School	Second Grade Teacher	ESOL End. Class 1
Danko,Ashley Anne	Tara Elementary School	Kindergarten Tchr	ESOL End. Class 1
Johannessen,Joscelyn Jenna	Tara Elementary School	Tchr, ASD	ESOL End. Class 1
Ramaglia,Madeline Olivia	Tara Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Stennett,Jessica L.	Tara Elementary School	Kindergarten Teacher	ESOL End. Class 3
Wolfe,Lauren	Tara Elementary School	Third Grade Teacher	ESOL End. Class 1
Bonner-Coats,April Marie	Johnson K-8 Sch of Int Studies	Coach, Literacy	ESOL End. Class 1
Clem,Kathryn Christine	Johnson K-8 Sch of Int Studies	Tchr, Reading, MS	ESOL End. Class 1
Davis,Stacy	Johnson K-8 Sch of Int Studies	Tchr, Pre-K Handicapped	ESOL End. Class 1
Franke,Ashley Nicole	Johnson K-8 Sch of Int Studies	Second Grade Teacher	ESOL End. Class 1
Garber,Valerie Janelle	Johnson K-8 Sch of Int Studies	Third Grade Teacher	ESOL End. Class 1
Litzow,Emily Rose	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1
Martinetti,Megan E	Johnson K-8 Sch of Int Studies	Second Grade Teacher	ESOL End. Class 1
Sidnam,Jessica Sunshine	Johnson K-8 Sch of Int Studies	First Grade Teacher	ESOL End. Class 2
Toller,Alyssa Marie	Johnson K-8 Sch of Int Studies	Third Grade Teacher	ESOL End. Class 1
Williams,Kimberly M	Johnson K-8 Sch of Int Studies	Fourth Grade Teacher	ESOL End. Class 1
Bartlett,Keary Ann	Witt Elementary School	Third Grade Teacher	ESOL End. Class 1
Boone,Jennie Elizabeth	Witt Elementary School	First Grade Teacher	ESOL End. Class 1
Danko,Olivia	Witt Elementary School	Third Grade Teacher	ESOL End. Class 3

EMPLOYEE_NAME	SCHOOL_DESCR	POSITION_DESCR	OOF Description
Frisch,Tracylyn	Witt Elementary School	Support Facilitator	ESOL End. Class 1
Hammond,Sarah	Witt Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Rubin,Jill Suzanne	Witt Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Woods,Lorraine	Witt Elementary School	Tchr, VE/SC	ESOL End. Class 1
Wykes,Allison C	Witt Elementary School	Kindergarten Teacher	ESOL End. Class 1
Carenza,Kimberly Michelle	Haile Middle School	Support Facilitator	ESOL End. Class 1
Green,Phillip Antonio	Haile Middle School	Tchr, Physical Educ, MS	ESOL End. Class 1
Henry,Sylvie Gabrielle	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 3
Cohen,Mariah Claire	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1
Keech-Babcock,Kari Jaclyn	Lakewood Ranch High School	Tchr, Reading, HS	ESOL End. Class 3
Lubbers,Jess William	Lakewood Ranch High School	Tchr, Drama, HS	ESOL End. Class 2
Lumb,Morgan T	Lakewood Ranch High School	Tchr, Physical Educ, HS	ESOL End. Class 3
McCray,Juliette L.	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 3
O'Connor,Brendan	Lakewood Ranch High School	Specialist, Student Support	ESOL End. Class 2
Peters,Julia	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1
Poyner,Christine D.	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 3
RUIZ,IVANA Beatriz	Lakewood Ranch High School	Tchr, IND/SC	ESOL End. Class 5
Schiller,Kristin J	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 3
Vanderford,Michael	Lakewood Ranch High School	Tchr, Social Studies, HS	ESOL End. Class 1
Yates,Kaitlynn	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1
Dykes,Corinne D	Horizons Academy	Graduation Coach	ESOL End. Class 1
Giraldo,Lori A.	Horizons Academy	Support Facilitator	ESOL End. Class 1
Sharbono,Christian C	Horizons Academy	Tchr, IND/SC	ESOL End. Class 1
Wolff,Eric M.	Horizons Academy	Tchr, Language Arts, HS	ESOL End. Class 4
Guth,Andrea	Kinnan Elementary School	First Grade Teacher	ESOL End. Class 3
Hahn,Maggie Rae	Kinnan Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1
Hinojosa,Rachel Renee	Kinnan Elementary School	Third Grade Teacher	ESOL End. Class 1
Krstic,Jelena	Kinnan Elementary School	Tchr, VE/SC	ESOL End. Class 1
Martinez,Diana Rose Supnad	Kinnan Elementary School	Tchr, IND/SC	ESOL End. Class 2
O'Came,Courtney Marie	Kinnan Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1
Pendzimaz,Kelsye Jean	Kinnan Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Torres,Alexandria Makaal Ohilani	Kinnan Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Vogt,Samantha Lynn	Kinnan Elementary School	Third Grade Teacher	ESOL End. Class 3
Weingart,Haley Marie	Kinnan Elementary School	Kindergarten Teacher	ESOL End. Class 1
Williams,Ashley Irene	Kinnan Elementary School	Kindergarten Teacher	ESOL End. Class 1
Danyluk,Elizabeth Bruno	Nolan Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
Hermann,Mark L.	Nolan Middle School	Support Facilitator	ESOL End. Class 1
Korns,Maria	Nolan Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
Sizemore,Mallory Anne	Nolan Middle School	Tchr, Science, MS	ESOL End. Class 2
Smith,Megan Ashley	Nolan Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
Albritton,James J	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
Bourdeau,Karen Marie	Lee Middle School	Support Facilitator	ESOL End. Class 2
Clark-Hankerson,Brandi S.	Lee Middle School	Counselor, MS	ESOL End. Class 1
Covert,Isabel Faith	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
Cromartie,Kiara Timesha	Lee Middle School	Tchr, Social Studies, MS	ESOL End. Class 2
Crouse,Miranda Grey	Lee Middle School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1
Guzman Colon,Wenik	Lee Middle School	Tchr, ESOL Resource	ESOL End. Class 3
Harshaw,Samantha C	Lee Middle School	Tchr, Mathematics, MS	ESOL End. Class 2
Jones III,Sammie Lee	Lee Middle School	Tchr, Social Studies, MS	ESOL End. Class 1
Latoja,Joy Diane Molina	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
Luck,Michelle M.	Lee Middle School	Tchr, Science, MS	ESOL End. Class 4
Mathis,Holly L.	Lee Middle School	Tchr, ASD	ESOL End. Class 1
Mercado,Mary Flor Arenas	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
Alexander,Katherine	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1
Barkasy,Theresa G	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1
Burek,Elisa Grimm	Braden River High School	Tchr, ESOL Resource	ESOL End. Class 3
Clark,Ariane Michelle	Braden River High School	Tchr, Science, HS	ESOL End. Class 1
Duball,Cheri	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1
Foley,Tom	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1
Hamilton,Kara	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1
Luther,Shannon	Braden River High School	Tchr, IND/SC	ESOL End. Class 3
Moore,Monica	Braden River High School	Specialist, Student Support	ESOL End. Class 3
Speicher,Carmen I.	Braden River High School	Tchr, World Language, HS	ESOL End. Class 3
Flesche,Kathryn L.	McNeal Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Kolomiychenko,Vyacheslav	McNeal Elementary School	Tchr, STEM	ESOL End. Class 1
Manfredi,Jaden	McNeal Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Masterson,Teresa A	McNeal Elementary School	First Grade Teacher	ESOL End. Class 1
Mulligan,Christina	McNeal Elementary School	Kindergarten Teacher	ESOL End. Class 2
Wagoner,Emily Jean	McNeal Elementary School	Fifth Grade Teacher	ESOL End. Class 4

EMPLOYEE_NAME	SCHOOL_DESCR	POSITION_DESCR	OOF Description
Bluemlein,Alexis	Freedom Elementary School	Second Grade Teacher	ESOL End. Class 1
Bukowski,Christian	Freedom Elementary School	Fourth Grade Teacher	ESOL End. Class 1
DiNatale,Jacqueline	Freedom Elementary School	Coach, Literacy	ESOL End. Class 1
Goelz,Avery Elizabeth	Freedom Elementary School	Kindergarten Teacher	ESOL End. Class 1
Holt,Kaylinka	Freedom Elementary School	First Grade Teacher	ESOL End. Class 1
Lane,Barbara Ann	Freedom Elementary School	Kindergarten Teacher	ESOL End. Class 2
Nowakowski,Ryan	Freedom Elementary School	Tchr, Fourth Grade	ESOL End. Class 1
Sidonio,Jenna	Freedom Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1
Thompson,Monique	Freedom Elementary School	Tchr, Fifth Grade	ESOL End. Class 4
Wilson,Emily	Freedom Elementary School	Third Grade Teacher	ESOL End. Class 1
Balsai,Gina Maria	Mills Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1
Casteel,Kayla Jewel	Mills Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Gill,Katie	Mills Elementary School	Second Grade Teacher	ESOL End. Class 1
Montero,Anicel	Mills Elementary School	Kindergarten Teacher	ESOL End. Class 2
Sabatino,Michael	Mills Elementary School	Tchr, EBD/SC	ESOL End. Class 2
Adamchak,Lauren Nicole	Willis Elementary School	Second Grade Teacher	ESOL End. Class 4
Botros,Carrie	Willis Elementary School	Fourth Grade Teacher	ESOL End. Class 2
Cendan,Alexander	Willis Elementary School	Tchr, ASD	ESOL End. Class 1
Cingle,Brookelynn	Willis Elementary School	Third Grade Teacher	ESOL End. Class 1
Dickens,Christina	Willis Elementary School	Kindergarten Teacher	ESOL End. Class 1
Downs,Darren	Willis Elementary School	Specialist, Student Support	ESOL End. Class 1
Gilbank,Kristen J.	Willis Elementary School	First Grade Teacher	ESOL End. Class 1
Hagan,Barbara	Willis Elementary School	Kindergarten Teacher	ESOL End. Class 1
Hesdra,Jenna	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1
Hunter,Hannah	Willis Elementary School	Tchr, ASD	ESOL End. Class 1
Jacox,Megan	Willis Elementary School	First Grade Teacher	ESOL End. Class 1
Mahn,Juliana	Willis Elementary School	First Grade Teacher	ESOL End. Class 1
Moseley,Lauren	Willis Elementary School	Kindergarten Teacher	ESOL End. Class 2
O'Donnell,Lori	Willis Elementary School	Second Grade Teacher	ESOL End. Class 1
Padro,Jaycey	Willis Elementary School	Second Grade Teacher	ESOL End. Class 1
Raniere,Kristen	Willis Elementary School	Third Grade Teacher	ESOL End. Class 1
Snyder,Stephanie Michelle	Willis Elementary School	Second Grade Teacher	ESOL End. Class 1
Strutt,Stephanie	Willis Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Bergantim,Kristy Lynne	Williams Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Cooper,Kaylee	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1
Fergusson,Elena	Williams Elementary School	Tchr, VE/SC	ESOL End. Class 1
Gallegos,Tiffany Jade	Williams Elementary School	Third Grade Teacher	ESOL End. Class 1
Haacke,Karen	Williams Elementary School	First Grade Teacher	ESOL End. Class 1
Hudson,Avery G	Williams Elementary School	Second Grade Teacher	ESOL End. Class 1
Huling,Allyson	Williams Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Jackson,Jacqueline S	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1
Johnson,Hillary	Williams Elementary School	Kindergarten Tchr	ESOL End. Class 1
Kirts,Kristin N	Williams Elementary School	First Grade Teacher	ESOL End. Class 1
Knapp,Rachel L	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1
Korompilas,Dena Alexandra	Williams Elementary School	Second Grade Teacher	ESOL End. Class 1
Medaglia,Laura J	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1
Nazarian,Carianne	Williams Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Newton,Leah M	Williams Elementary School	Tchr, Kindergarten	ESOL End. Class 1
Rush,Cynthia Lee	Williams Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1
Tackett,Laura Katherine	Williams Elementary School	Fourth Grade Teacher	ESOL End. Class 1
Thum,Theresa I	Williams Elementary School	Third Grade Teacher	ESOL End. Class 1
Topping,Emily	Williams Elementary School	Third Grade Teacher	ESOL End. Class 1
Vaughn,Carla	Williams Elementary School	Tchr, Second Grade	ESOL End. Class 1
Westra,Scott Aaron	Williams Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1
Beary,Kaylen	Gullett Elementary School	First Grade Teacher	ESOL End. Class 1
Bellew,Vanessa Sue	Gullett Elementary School	Kindergarten Teacher	ESOL End. Class 2
Brondyke,Sarah J.	Gullett Elementary School	Third Grade Teacher	ESOL End. Class 3
Cornett,Wendy	Gullett Elementary School	Kindergarten Teacher	ESOL End. Class 1
Riffle,Jennifer Lynn	Gullett Elementary School	Kindergarten Teacher	ESOL End. Class 3
Rodriguez,Nicole	Gullett Elementary School	Fifth Grade Teacher	ESOL End. Class 1
Shiffman,Susan	Gullett Elementary School	Second Grade Teacher	ESOL End. Class 1
Thoennissen,Alexandra	Gullett Elementary School	First Grade Teacher	ESOL End. Class 3
VanSkiver,Wendy Jeanne	Gullett Elementary School	Third Grade Teacher	ESOL End. Class 2
Alston,Holly I	Buffalo Creek Middle School	Tchr, Mathematics, MS	ESOL End. Class 2
Fertig,Dawn M.	Buffalo Creek Middle School	Tchr, Dropout Prevention, MS	ESOL End. Class 1
Kimbrel,Samuel Andrew	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
Palero,Blessyl Herrera	Buffalo Creek Middle School	Tchr, Science, MS	ESOL End. Class 1
Ramsaier,Magally	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
Zonta,Joshua J	Buffalo Creek Middle School	Tchr, IND/SC	ESOL End. Class 1

EMPLOYEE_NAME	SCHOOL_DESCR	POSITION_DESCR	OOF Description
Akers,Jennifer Kaye	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 5
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	ESOL End. Class 2
Brantley,Katie Leigh	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 3
DePatie,Alison Layne	Parrish Community High School	Tchr, Social Studies, HS	ESOL End. Class 2
Dorman,Emily	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1
Hebert,Remi	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1
Lashway,Brianna Christine	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 2
Lenard,Rachel	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 2
Post,Kristy	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 2
Riley,Terry	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1
Anderson,Briana	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
Angelillo,Joy	Jain Middle School	Tchr, IND/SC	ESOL End. Class 1
Boyd,Stephanie	Jain Middle School	Tchr, Social Studies, MS	ESOL End. Class 3
Callihan,Amanda Lynn	Jain Middle School	Counselor, MS	ESOL End. Class 1
Connor,Sally	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
David,Kimberly	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 3
Mainstone,Angela Dawn	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1
Moore,David Allen	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
Owens,Felicia	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
Skelton,Jenna	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
Trousas,Cassandra	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
Baker,Emily	Harvey K-8 School	Kindergarten Teacher	ESOL End. Class 1
Brown,Alexus	Harvey K-8 School	First Grade Teacher	ESOL End. Class 1
Brumley,Kaela	Harvey K-8 School	Tchr, Fifth Grade	ESOL End. Class 1
Casciotta,Jennifer	Harvey K-8 School	Health Science Teacher	ESOL End. Class 1
Cousineau,Suzanne Marie	Harvey K-8 School	Tchr, Third Grade	ESOL End. Class 1
Darnell,Amanda Nicole	Harvey K-8 School	Third Grade Teacher	ESOL End. Class 1
Driggers,Katherine	Harvey K-8 School	Tchr, VE/SC	ESOL End. Class 1
Gleason,Jennifer	Harvey K-8 School	Kindergarten Teacher	ESOL End. Class 1
Lear,Shannon Marie	Harvey K-8 School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1
Marciniak,Daniel Lynn	Harvey K-8 School	Second Grade Teacher	ESOL End. Class 1
McLaughlin,William	Harvey K-8 School	Second Grade Teacher	ESOL End. Class 1
Molnar,Nicole	Harvey K-8 School	Support Facilitator	ESOL End. Class 3
Nelson,Jacquelyn B	Harvey K-8 School	Third Grade Teacher	ESOL End. Class 1
O'Keefe,Hayley	Harvey K-8 School	Fourth Grade Teacher	ESOL End. Class 1
Ortega,Tabitha	Harvey K-8 School	First Grade Teacher	ESOL End. Class 4
Palkovich,Emily G	Harvey K-8 School	Fifth Grade Teacher	ESOL End. Class 1
Perry,Jaime	Harvey K-8 School	Second Grade Teacher	ESOL End. Class 2
Pescuma,Tarynn Ashley	Harvey K-8 School	Kindergarten Teacher	ESOL End. Class 1
Rademacher,Haley Nicole	Harvey K-8 School	Third Grade Teacher	ESOL End. Class 1
Reynolds,Katherine	Harvey K-8 School	Fourth Grade Teacher	ESOL End. Class 1
Ruch,Jacquelyn Joy	Harvey K-8 School	First Grade Teacher	ESOL End. Class 4
Schultz,Erin	Harvey K-8 School	Fourth Grade Teacher	ESOL End. Class 1
Troyer,Amanda	Harvey K-8 School	Second Grade Teacher	ESOL End. Class 1
Vranick,Alexa	Harvey K-8 School	Fourth Grade Teacher	ESOL End. Class 1
Watts,Ali Nicole	Harvey K-8 School	Third Grade Teacher	ESOL End. Class 3
Wilds,Wanda Sue	Harvey K-8 School	Fifth Grade Teacher	ESOL End. Class 1
Fiore,Remington Tate	Lincoln Memorial Middle School	Tchr, Language Arts, MS	ESOL End. Class 3
Gonzalez,Alexander	Lincoln Memorial Middle School	Tchr, Social Studies, MS	ESOL End. Class 1
Kauzlarich,Maureen	Lincoln Memorial Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
Simmons,Brittany Nicole	Lincoln Memorial Middle School	Tchr, Language Arts, MS	ESOL End. Class 1
Alfonso,Raymond Vinarao	Access to Education	Tchr, VE/SC	ESOL End. Class 1
Rainey,Kharma Rae	Access to Education	Tchr, VE/SC	ESOL End. Class 1
Walker,Brandi M.	Access to Education	Tchr, VE/SC	ESOL End. Class 1
Walker,Michael F.	Access to Education	Tchr, VE/SC	ESOL End. Class 1
Burton,Carolyn P.	Hospital-Homebound Instruction	Tchr, Hospital/Homebound	ESOL End. Class 3
Alfonso,Maridel Lonceroz	Sable Acad Behavioral Learning	Elementary Teacher	ESOL End. Class 1
Jackson,Maxine Lee	Sable Acad Behavioral Learning	Tchr, VE	ESOL End. Class 1
Keats,Michelle	Exec Dir, Teaching & Learning	Tchr, Spcl Assgn, Basic Instr	ESOL End. Class 3

EMPLOYEE_NAME	SCHOOL_DESCR	POSITION_DESCR	OOF Description
Gogoel,Kirsten	Lake Manatee K-8 School	Fifth Grade Teacher	Reading Endorsement Class 1
Henriquez Mendoza,Daniela L	Lake Manatee K-8 School	First Grade Teacher	Reading Endorsement Class 1
Obrien,Judith Anne	Lake Manatee K-8 School	Fourth Grade Teacher	Reading Endorsement Class 1
Sieracki,Eliane	Lake Manatee K-8 School	Fifth Grade Teacher	Reading Endorsement Class 1
Stanley,Lauren Marie	Lake Manatee K-8 School	First Grade Teacher	Reading Endorsement Class 1
Burt,Thomas	Ballard Elementary School	Third Grade Teacher	Reading Endorsement Class 1
Capalit,Ross Ann	Ballard Elementary School	Tchr, ASD	Reading Endorsement Class 1
Moss,Demonay Tiffany	Ballard Elementary School	Third Grade Teacher	Reading Endorsement Class 1
Navarrete Rivera,Lauren S	Ballard Elementary School	Third Grade Teacher	Reading Endorsement Class 1
Simmons,Solanges	Ballard Elementary School	First Grade Teacher	Reading Endorsement Class 1
Wylie,Frances C	Ballard Elementary School	Fourth Grade Teacher	Reading Endorsement Class 1
Callihan-DeWitt,Kristina Lee	Bayshore Elementary School	Coach, Literacy	Reading Endorsement
Frederick,Donna Mary	Bayshore High School	Tchr, Language Arts, HS	Reading Endorsement Class 1
Baxter,Maurice R.	Manatee Elementary School	Tchr, VE/SC	Reading Endorsement Class 1
Franklin,Katrina N.	Manatee Elementary School	Third Grade Teacher	Reading Endorsement Class 1
Shimmell,Mercedes	Manatee Elementary School	Kindergarten Teacher	Reading Endorsement Class 1
Smith,Carleen M.	Manatee Elementary School	Kindergarten Teacher	Reading Endorsement Class 1
Soto-Mercado,Ana Maria	Manatee Elementary School	First Grade Teacher	Reading Endorsement Class 1
Stewart,Dawn Delores	Manatee Elementary School	Tchr, Pre-K Integrated	Reading Endorsement Class 3
Sutherland,Angela	Manatee Elementary School	Kindergarten Teacher	Reading Endorsement
Lindenauer,Lourdes M.	Miller Elementary School	Third Grade Teacher	Reading Endorsement Class 1
Vicens,Sarah Lyn	Miller Elementary School	Kindergarten Teacher	Reading Endorsement Class 1
Huber,Kelly E.	Myakka Elementary School	Third Grade Teacher	Reading Endorsement Class 1
Sullivan,Alexandra	Myakka Elementary School	Kindergarten Teacher	Reading Endorsement Class 1
Gleason,Katie L	Palm View K-8 School	First Grade Teacher	Reading Endorsement Class 1
Ramsey,Destiny	Palma Sola Elementary School	Kindergarten Teacher	Reading Endorsement Class 1
Miller,Melanie A.	Palmetto Elementary School	Spec, Media, ES	Reading Endorsement
Rouse,Brandon	Palmetto High School	Tchr, Reading, HS	Reading Endorsement Class 1
Murphy,Matthew	Prine Elementary School	Specialist, Student Support	Reading Endorsement Class 1
Catania,Christopher Stephen	Daughtrey Elementary School	Tchr, ESOL Resource	Reading Endorsement Class 1
Williams,Hannah L.	Daughtrey Elementary School	Second Grade Teacher	Reading Endorsement Class 1
Torregrosa,Chelsea M	Southeast High School	Tchr, Language Arts, HS	Reading Endorsement Class 1
Grant,Kimberly A.	Moody Elementary School	Tchr, Music, ES	Reading Endorsement Class 1
Knips,Sophie	King Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 2
Mcclone,Jillian B.	Bashaw Elementary School	Kindergarten Teacher	Reading Endorsement Class 1
Moroney,Nichole Marie	Bashaw Elementary School	Third Grade Teacher	Reading Endorsement Class 1
Badham,Leanne	Braden River Elementary School	Fifth Grade Teacher	Reading Endorsement Class 1
Pierre Navarro,Diana	Braden River Elementary School	Tchr, Dual Language, ES	Reading Endorsement Class 1
Davis,Stacy	Johnson K-8 Sch of Int Studies	Tchr, Pre-K Handicapped	Reading Endorsement
Crouse,Miranda Grey	Lee Middle School	Tchr, Autism Spectrum Disorder	Reading Endorsement Class 1
Guzman Colon,Wenik	Lee Middle School	Tchr, ESOL Resource	Reading Endorsement Class 1
Williams,Roshun N.	Lee Middle School	Tchr, EBD/SC	Reading Endorsement Class 1
Gulbrandsen,Angela M.	McNeal Elementary School	Kindergarten Teacher	Reading Endorsement Class 1
Engelberger,Kristie M.	Freedom Elementary School	Third Grade Teacher	Reading Endorsement Class 1
Cingle,Brookelynn	Willis Elementary School	Third Grade Teacher	Reading Endorsement
Gilbank,Kristen J.	Willis Elementary School	First Grade Teacher	Reading Endorsement
Hunter,Hannah	Willis Elementary School	Tchr, ASD	Reading Endorsement
Moseley,Lauren	Willis Elementary School	Kindergarten Teacher	Reading Endorsement
Padro,Jaycey	Willis Elementary School	Second Grade Teacher	Reading Endorsement
Podolan,Megan Nicole	Willis Elementary School	Fourth Grade Teacher	Reading Endorsement
Senyshyn,Dana	Willis Elementary School	Second Grade Teacher	Reading Endorsement
Tomlin,Suzanne M.	Willis Elementary School	Fifth Grade Teacher	Reading Endorsement
Fergusson,Elena	Williams Elementary School	Tchr, VE/SC	Reading Endorsement
Koepsel,Carole	Gullett Elementary School	Coach, Literacy	Reading Endorsement
VanSkiver,Wendy Jeanne	Gullett Elementary School	Third Grade Teacher	Reading Endorsement Class 1

EMPLOYEE_NAME	SCHOOL_DESCR	POSITION_DESCR	OOF Description
Bock,Jessie Rey	Lake Manatee K-8 School	Kindergarten Teacher	Elementary Education K-6
Henriquez Mendoza,Daniela L	Lake Manatee K-8 School	First Grade Teacher	PreKindergarten/Primary Education PK-3
Tovell,Andrew	Lake Manatee K-8 School	Tchr, Art, ES	Elementary Education K-6
Fraley,Leah Nicole	Bayshore Elementary School	Second Grade Teacher	Autism Endorsement Year 1
Hammer,Lisa	Bayshore Elementary School	First Grade Teacher	Educational Media Specialist PK-12
Van Aken,Catherine Hawthorne	Bayshore Elementary School	Spec, Media, ES	Elementary Education K-6
Baker,Caitlyn Alexandria	Bayshore High School	Tchr, Language Arts, HS	Business Education 6-12
Calhoun,Katharine Esther	Bayshore High School	Support Facilitator	Mathematics 6-12
Childers,Kelly L.	Bayshore High School	Tchr, Intellctual Disabilities	Art K-12
Dejneka,Ulyana Bushnell	Bayshore High School	Tchr, ESOL Resource	Art K-12
Jones Jr,Thirus	Bayshore High School	Tchr, Resource	Mathematics 6-12
Mclellan,Denise M.	Bayshore High School	Tchr, IND/SC	Art K-12
Neathery,Michele E.	Bayshore High School	Tchr, Reading, HS	English 6-12
Rupp,Michael	Bayshore High School	Tchr, Physical Educ, HS	Middle Grades Mathematics 5-9
Silva,John L.	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9
Tiger,Natalie Nicole	Bayshore High School	Tchr, Science, HS	Middle Grades Mathematics 5-9
Townson,Dana D.	Bayshore High School	Tchr, Electronics	Engineering and Technology Education
Wilcox,Jennifer Elaine	Bayshore High School	Testing Administrator	Mathematics 6-12
Delgado,Edmundo A.	Manatee Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3
Engram,Leah Sharai	Manatee Elementary School	Counselor, ES	Exceptional Student Education K-12
Franklin,Katrina N.	Manatee Elementary School	Third Grade Teacher	Elementary Education K-6
Hamilton,Sabrina	Manatee Elementary School	Fifth Grade Teacher	Elementary Education K-6
Negroni,Ivette	Manatee Elementary School	Second Grade Teacher	Exceptional Student Education K-12
Shimmell,Mercedes	Manatee Elementary School	Kindergarten Teacher	Elementary Education K-6
Smith,Carleen M.	Manatee Elementary School	Kindergarten Teacher	Elementary Education K-6
Woughter,Cari	Manatee Elementary School	Fifth Grade Teacher	PreKindergarten Disabilities Endorsement
Bollmeyer,Lyn M	Manatee High School	Tchr, Art, HS	Art K-12
Bragg,William E	Manatee High School	Tchr, ESOL Resource	World Language – Spanish K-12
Egyed,Peter P.	Manatee High School	Tchr, ASD	Art K-12
Fontaine,Francine	Manatee High School	Support Facilitator	Middle Grades English 5-9
Garrity,Patrick	Manatee High School	Tchr, Other Classroom	Business Education 6-12
Hawley,Bradley Scott	Manatee High School	Tchr, Applied Technology	Engineering and Technology Education
Manion,Kyle	Manatee High School	Tchr, IND/SC	Middle Grades General Science 5-9
Marconi,Kathy Lynn	Manatee High School	Support Facilitator	Middle Grades English 5-9
Powley Link,Melissa Anne	Manatee High School	Tchr, Applied Technology	Business Education 6-12
Price,Kavious D	Manatee High School	Tchr, Physical Educ, HS	Exceptional Student Education K-12
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 3
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades English 5-9
Walters,Kathryn E	Manatee High School	Tchr, Science, HS	Middle Grades General Science 5-9
McGee,Pamela	Miller Elementary School	First Grade Teacher	Elementary Education K-6
Westendorf,Michelle S.	Miller Elementary School	First Grade Teacher	Exceptional Student Education K-12
Greene,Kristin Inderwiesen	Myakka Elementary School	Tchr, Music, ES	Elementary Education K-6
Huber,Kelly E.	Myakka Elementary School	Third Grade Teacher	Elementary Education K-6
Davis,Aleceya	Oneco Elementary School	First Grade Teacher	Elementary Education K-6
Fishman,Farrah	Oneco Elementary School	Second Grade Teacher	Elementary Education K-6
Gregory,Pamela Duke	Oneco Elementary School	Fourth Grade Teacher	Elementary Education K-6
Zabala,Stephanie Grace	Oneco Elementary School	Fifth Grade Teacher	Elementary Education K-6
Artis,Heather E.	Rogers Garden-Bullock ES	Tchr, VE	Exceptional Student Education K-12
CARDER,ARIADNE	Rogers Garden-Bullock ES	First Grade Teacher	World Language – Spanish K-12
Daum,Jennifer	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3
Huffman,Julia Marie	Rogers Garden-Bullock ES	Coach, Literacy	Elementary Education K-6
Mendez,Jessica	Rogers Garden-Bullock ES	First Grade Teacher	Exceptional Student Education K-12
Miranda,Eliette	Rogers Garden-Bullock ES	Fifth Grade Teacher	Elementary Education K-6
Pollack Servoss,Fay K.	Rogers Garden-Bullock ES	Spec, Media, ES	Middle Grades General Science 5-9
Teahan,Nancy Elizabeth	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3
Zuluaga,Diana	Rogers Garden-Bullock ES	Third Grade Teacher	Elementary Education K-6
Davis,Ieshia Nicole	Palm View K-8 School	Tchr, Language Arts, MS	English 6-12
Gleason,Olivia	Palm View K-8 School	Tchr, Dropout Prevention, MS	Elementary Education K-6
Munn,Kristen M	Palm View K-8 School	Teacher, Woz Support, ES	Elementary Education K-6
Snyder,Brooklyn	Palm View K-8 School	Support Facilitator	Exceptional Student Education K-12
Harwick,Krey Elliot	Palma Sola Elementary School	Tchr, Physical Educ, ES	Physical Education K-12
Lawrence,Tera Nicole	Palma Sola Elementary School	Tchr, ASD	Elementary Education K-6
Borcsok Imri,ZsuZsanna	Palmetto Elementary School	Tchr, VE/SC	Elementary Education K-6
Tinkham,Kimberley Ann	Palmetto Elementary School	Tchr, ASD	Elementary Education K-6
Ansbro,Emily	Palmetto High School	Tchr, Language Arts, HS	English 6-12
Barco,Adriana	Palmetto High School	Tchr, HS Classroom	World Language – Spanish K-12
Bomar,Laura E	Palmetto High School	Tchr, IND/SC	Art K-12
Corbett,Brooke E.	Palmetto High School	Specialist, Student Support	World Language – Spanish K-12
Corn,Samantha	Palmetto High School	Tchr, IND/SC	Art K-12

EMPLOYEE_NAME	SCHOOL_DESCR	POSITION_DESCR	OOF Description
Fredericks,Kai	Palmetto High School	Tchr, Mathematics, HS	Mathematics 6-12
Freeman,Cynthia S.	Palmetto High School	Tchr, Autism Spectrum Disorder	English 6-12
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Mathematics 6-12
Lyle,Lauren Elizabeth	Palmetto High School	Tchr, Music, HS - Chorus	English 6-12
Martin,Roderick	Palmetto High School	Tchr, Mathematics, HS	Mathematics 6-12
Thomas-Stockner,Brigid A.	Palmetto High School	Tchr, Reading, HS	English 6-12
Treadwell,Malik	Palmetto High School	Tchr, Social Studies, HS	Social Science 6-12
Zolkos,Jarrett	Palmetto High School	Tchr, Social Studies, HS	Social Science 6-12
Leftwich,Michael	Prine Elementary School	Tchr, ASD	Educational Media Specialist PK-12
Murphy,Matthew	Prine Elementary School	Specialist, Student Support	Art K-12
Tacuba-Roblero,Esteffani	Prine Elementary School	Tchr, Second Grade	Elementary Education K-6
Velez,Stephanie	Prine Elementary School	Kindergarten Teacher	PreKindergarten/Primary Education PK-3
DeMint,Miles Montgomery Scott	Daughtrey Elementary School	Tchr, ASD	Exceptional Student Education K-12
Houston,Carly	Daughtrey Elementary School	Tchr, VE/SC	Elementary Education K-6
Karlsson,Lisbeth	Daughtrey Elementary School	Second Grade Teacher	Elementary Education K-6
Land,Margaret Lynn	Daughtrey Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12
Mercado,Giovanna	Daughtrey Elementary School	Kindergarten Teacher	PreKindergarten/Primary Education PK-3
Palija,Linda Gray	Daughtrey Elementary School	Support Facilitator	Exceptional Student Education K-12
Ruiz Harrington,Monica Graciela	Daughtrey Elementary School	Fifth Grade Teacher	Elementary Education K-6
Selbeck,Sandra Liliana	Daughtrey Elementary School	Tchr, Dual Language, ES	Elementary Education K-6
Steinberg,Brittney S	Daughtrey Elementary School	Kindergarten Teacher	Autism Endorsement Year 1
Bailey Odom,Sonia	Samoset Elementary School	Kindergarten Teacher	PreKindergarten/Primary Education PK-3
Griggs,Rachel Louise	Samoset Elementary School	Third Grade Teacher	Elementary Education K-6
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6
Ricks,Nina Shantel	Samoset Elementary School	Fourth Grade Teacher	Elementary Education K-6
Thigpen,Brittany Leigh-Ann	Samoset Elementary School	Fifth Grade Teacher	Elementary Education K-6
Bishop,Meghan Kathleen	Southeast High School	Coordinator, IB	Middle Grades General Science 5-9
Devlin,Brittany	Southeast High School	Tchr, Science, HS	Gifted Endorsement Class 2
Kearney Jr,Vernon Lenior	Southeast High School	Tchr, EBD/SC	Elementary Education K-6
McNamara,Hailey Erica	Southeast High School	Support Facilitator	Business Education 6-12
Mueller,Megan M.	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12
Muntz,Steve Marshall	Southeast High School	Tchr, Business Technology	Mathematics 6-12
Smith,Anthony Charles	Southeast High School	Tchr, Business Technology	Mathematics 6-12
Swinkels,Katherine	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9
Baker,Casey M	Tillman Elementary School	Tchr, ASD	Elementary Education K-6
Li,BingBing	Tillman Elementary School	Tchr, First Grade	Elementary Education K-6
March,Lisa Michelle	Tillman Elementary School	Support Facilitator	Exceptional Student Education K-12
Mauk,Kyle	Tillman Elementary School	Tchr, STEM	Elementary Education K-6
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE/SC	Autism Endorsement Year 1
Murray,Bernatta Dealcia	Tillman Elementary School	Tchr, Pre-K Integrated	Elementary Education K-6
Riggio,Joseph M	Tillman Elementary School	Tchr, Art, ES	Elementary Education K-6
Wright,Fay A	Tillman Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3
Ngo,Jacqueline L	Blackburn Elementary School	First Grade Teacher	World Language – Spanish K-12
Broehm,Diane Y	Sugg Middle School	Tchr, Science, MS	Middle Grades General Science 5-9
Geldmaker,Stephanie	Sugg Middle School	Support Facilitator	Elementary Education K-6
Goodyear,Calaina R	Sugg Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12
Lanza,Alys	Sugg Middle School	Tchr, Science, MS	Middle Grades General Science 5-9
Mccoy,Vivian	Sugg Middle School	Tchr, Science, MS	Middle Grades General Science 5-9
Salinas Carias,Stephanie G.	Sugg Middle School	Tchr, ESOL Resource	English 6-12
Strom,Cary R	Sugg Middle School	Tchr, Dropout Prevention, MS	English 6-12
Thomas,Jeremy K	Sugg Middle School	Tchr, Science, MS	Middle Grades General Science 5-9
Bennett,Robert C.	Moody Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6
Korschun,Martha	Moody Elementary School	Tchr, ASD	Elementary Education K-6
Regula,Megan Lynn	Moody Elementary School	Fifth Grade Teacher	Elementary Education K-6
Royer,Madison	Moody Elementary School	Second Grade Teacher	Biology 6-12
Briggs,Jonathan David	King Middle School	Tchr, Business Technology	Engineering and Technology Education
Galati,Natasha	King Middle School	Tchr, ASD	Middle Grades English 5-9
Grider,Delanie Rose	King Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9
Moody,Emma Rachelle	King Middle School	Tchr, Science, MS	Middle Grades General Science 5-9
Moore,Jessica Elizabeth	King Middle School	Support Facilitator	Exceptional Student Education K-12
Noga,Vjola	King Middle School	Tchr, IND/SC	Elementary Education K-6
Harvey,Chondra Tootle	Abel Elementary School	Third Grade Teacher	Exceptional Student Education K-12
Hodge,Doni E.	Abel Elementary School	Teacher, Other Classroom	Educational Media Specialist PK-12
Kent,Noelle V.	Abel Elementary School	Tchr, VE/SC	Elementary Education K-6
Nehus,Jillian Ann	Abel Elementary School	Tchr, ASD	Exceptional Student Education K-12
Bratton,Kamille J	Bashaw Elementary School	Tchr, EBD/SC	Elementary Education K-6
Fitzstephens,Tracey D.	Bashaw Elementary School	Support Facilitator	PreKindergarten/Primary Education PK-3
Yueng-Nieves,Kathryn Paula	Bashaw Elementary School	Tchr, Pre-K Integrated	Elementary Education K-6
Cerpa,Lucy	Braden River Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3

EMPLOYEE_NAME	SCHOOL_DESCR	POSITION_DESCR	OOF Description
Misla,Rebecca M	Braden River Elementary School	Tchr, Art, ES	Elementary Education K-6
Ramirez,Maria Gabriela	Braden River Elementary School	Second Grade Teacher	Elementary Education K-6
Day,Christina Lynn	Braden River Middle School	Tchr, EBD/SC	Middle Grades Mathematics 5-9
Gkikas,Matina	Braden River Middle School	Tchr, Family & Cnsumr Sciences	Family and Consumer Science 6-12
Guttilla,Charles Joseph	Braden River Middle School	Specialist, Student Support	Educational Media Specialist PK-12
Lindberg,Jessica	Braden River Middle School	Tchr, Technology	Engineering and Technology Education
Massa,Melissa	Braden River Middle School	Tchr, Mathematics, MS	Middle Grades General Science 5-9
Williams,Tara	Braden River Middle School	Support Facilitator	Social Science 6-12
Bailey,Beth	Sea Breeze Elementary School	Kindergarten Teacher	Exceptional Student Education K-12
Dorman,Brianne	Sea Breeze Elementary School	First Grade Teacher	Exceptional Student Education K-12
Miller,Alison D	Sea Breeze Elementary School	Tchr, Third Grade	Elementary Education K-6
Peace,Elizabeth	Sea Breeze Elementary School	Support Facilitator	Exceptional Student Education K-12
Coleman,Brittney M	Tara Elementary School	Second Grade Teacher	Exceptional Student Education K-12
Dillahay,Olivia J.	Tara Elementary School	Tchr, VE/SC	Educational Media Specialist PK-12
Johannessen,Joscelyn Jenna	Tara Elementary School	Tchr, ASD	Elementary Education K-6
Van Zandt,Mary Beth	Tara Elementary School	Support Facilitator	Elementary Education K-6
Berg,Shana M.	Johnson K-8 Sch of Int Studies	Coordinator, IB	PreKindergarten/Primary Education PK-3
Greene-Lu,Nailah D.	Johnson K-8 Sch of Int Studies	First Grade Teacher	Elementary Education K-6
Ivey,Tera Lea	Johnson K-8 Sch of Int Studies	Support Facilitator	Elementary Education K-6
Johnson,Susan K.	Johnson K-8 Sch of Int Studies	Tchr, Mathematics, MS	Gifted Endorsement
Burke,Catherine A.	Witt Elementary School	Fifth Grade Teacher	Exceptional Student Education K-12
McDaniel,Lauren A.	Witt Elementary School	Third Grade Teacher	Educational Media Specialist PK-12
Seiler,Tracy A.	Witt Elementary School	Fourth Grade Teacher	Elementary Education K-6
Tabor,Camissa J.	Witt Elementary School	Third Grade Teacher	Middle Grades Mathematics 5-9
Birakis,Christina Marie	Haile Middle School	Tchr, Social Studies, MS	Middle Grades General Science 5-9
Gibson,Joseph W.	Haile Middle School	Tchr, Art, MS	Engineering and Technology Education
Jones,Matthew Karl	Haile Middle School	Specialist, Student Support	Gifted Endorsement Class 1
Reynolds,Bethany A.	Haile Middle School	Tchr, Language Arts, MS	English 6-12
Thomas,Deanna Marie	Haile Middle School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12
Blank,Christopher	Lakewood Ranch High School	Tchr, Phys Ed/Health (HOPE)	Middle Grades General Science 5-9
Cohen,Mariah Claire	Lakewood Ranch High School	Tchr, Language Arts, HS	English 6-12
Gardner,Kelly Sanford	Lakewood Ranch High School	Tchr, ASD	Autism Endorsement Year 2
Henry,Louis Gerol	Lakewood Ranch High School	Tchr, World Language, HS	Middle Grades Mathematics 5-9
Knight,Tiffany M.	Lakewood Ranch High School	Tchr, Mathematics, HS	Mathematics 6-12
Long,Benjamin R.	Lakewood Ranch High School	Tchr, Technology	Business Education 6-12
Nolin,Suzanne	Lakewood Ranch High School	Support Facilitator	Elementary Education K-6
Paravicini,Scott F.	Lakewood Ranch High School	Tchr, Physical Educ, HS	Mathematics 6-12
RUIZ,IVANA Beatriz	Lakewood Ranch High School	Tchr, IND/SC	English 6-12
Schultz,Stephen James	Lakewood Ranch High School	Tchr, Language Arts, HS	Mathematics 6-12
Weaver,Elijah	Lakewood Ranch High School	Tchr, Health, HS	Health K-12
Wilcoxson,Alexandra Schauble	Lakewood Ranch High School	Tchr, Science, HS	Physics 6-12
Critzer,Michael	Horizons Academy	Support Facilitator	Exceptional Student Education K-12
Dykes,Corinne D	Horizons Academy	Graduation Coach	Art K-12
Frost,Timothy A	Horizons Academy	Support Facilitator	Exceptional Student Education K-12
Giraldo,Lori A.	Horizons Academy	Support Facilitator	Elementary Education K-6
Horwitz,Chad Stephan	Horizons Academy	Specialist, Student Support	Middle Grades General Science 5-9
Pimentel,Yris	Horizons Academy	Tchr, ESOL Resource	Elementary Education K-6
Reed,Kenton Myles	Horizons Academy	Tchr, Physical Educ, HS	Health K-12
Sanders,Tracey Lavon	Horizons Academy	Support Facilitator	Elementary Education K-6
Sharbono,Christian C	Horizons Academy	Tchr, IND/SC	English 6-12
Silva,Jaime S	Horizons Academy	Tchr, Science, HS	Mathematics 6-12
Wright,Kimberly	Horizons Academy	Specialist, Student Support	Mathematics 6-12
Austin,Paula	Kinnan Elementary School	Third Grade Teacher	Middle Grades Mathematics 5-9
Guth,Andrea	Kinnan Elementary School	First Grade Teacher	Elementary Education K-6
Kanai,Kazuki	Kinnan Elementary School	Tchr, ESOL Resource	PreKindergarten/Primary Education PK-3
Fede,Diana Marie	Nolan Middle School	Support Facilitator	Elementary Education K-6
Hermann,Mark L.	Nolan Middle School	Support Facilitator	Elementary Education K-6
Johnson,Mackenzie Taylor	Nolan Middle School	Tchr, Physical Educ, MS	Middle Grades Mathematics 5-9
Ortiz,Joan P.	Nolan Middle School	Tchr, Science, MS	Middle Grades General Science 5-9
Vonseggern,Byron	Nolan Middle School	Tchr, Science, MS	Exceptional Student Education K-12
Albritton,James J	Lee Middle School	Tchr, Language Arts, MS	English 6-12
Atkins,CindyAnn A	Lee Middle School	Tchr, Science, MS	Middle Grades General Science 5-9
Benton,Larry D.	Lee Middle School	Tchr, IND/SC	Hearing Impaired K-12
Clark-Hankerson,Brandi S.	Lee Middle School	Counselor, MS	English 6-12
Cromartie,Kiara Timesha	Lee Middle School	Tchr, Social Studies, MS	English 6-12
Mathis,Holly L.	Lee Middle School	Tchr, ASD	Hearing Impaired K-12
Ottlinghaus,William Patrick	Lee Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9
Shelby,Tiara Danielle	Lee Middle School	Tchr, Mathematics, MS	Elementary Education K-6
Williams,Roshun N.	Lee Middle School	Tchr, EBD/SC	Middle Grades Mathematics 5-9

EMPLOYEE_NAME	SCHOOL_DESCR	POSITION_DESCR	OOF Description
Bennett,Velma J.	Braden River High School	Tchr, EBD/SC	Mathematics 6-12
Diss,Amy	Braden River High School	Tchr, Business Technology Educ	Middle Grades Mathematics 5-9
Money,Kaitlin E.	Braden River High School	Support Facilitator	Art K-12
Vasquez,Andrea C	Braden River High School	Tchr, World Language, HS	Elementary Education K-6
Berninger,Andrea M.	McNeal Elementary School	Tchr, Gifted	Computer Science K-12
Bertrand,Amanda Louise	McNeal Elementary School	Kindergarten Teacher	Gifted Endorsement Class 3
Jendro,Amy Lea	McNeal Elementary School	Counselor, ES	Educational Media Specialist PK-12
Zaehler,Marcelina K.	McNeal Elementary School	Tchr, VE/SC	Elementary Education K-6
Conklin,Gregory Steven	Freedom Elementary School	Support Facilitator	Elementary Education K-6
Loid,Meghan Nicole	Freedom Elementary School	Tchr, Gifted	Gifted Endorsement Class 1
Wilson,Eugena C.	Freedom Elementary School	Third Grade Teacher	Elementary Education K-6
Balsai,Gina Maria	Mills Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement
Plata- Benitez,Elmer	Mills Elementary School	Fifth Grade Teacher	Exceptional Student Education K-12
Taylor,Emily Susanne	Mills Elementary School	Tchr, EBD/SC	Exceptional Student Education K-12
Cendan,Alexander	Willis Elementary School	Tchr, ASD	Elementary Education K-6
French,Jennifer B.	Willis Elementary School	Third Grade Teacher	Elementary Education K-6
Hodge,Toni Ann	Willis Elementary School	Fourth Grade Teacher	Autism Endorsement Year 1
Snyder,Stephanie Michelle	Willis Elementary School	Second Grade Teacher	Exceptional Student Education K-12
Fergusson,Elena	Williams Elementary School	Tchr, VE/SC	Elementary Education K-6
Knapp,Jordan N	Williams Elementary School	Tchr, ASD	Elementary Education K-6
Rush,Cynthia Lee	Williams Elementary School	Tchr, Pre-K Handicapped	Mathematics 6-12
Upson,Stephanie	Williams Elementary School	Second Grade Teacher	English 6-12
Cobb,Sylvia A.	Buffalo Creek Middle School	Tchr, IND/SC	Exceptional Student Education K-12
Fertig,Dawn M.	Buffalo Creek Middle School	Tchr, Dropout Prevention, MS	English 6-12
Luchuk,Mary A	Buffalo Creek Middle School	Tchr, EBD/SC	Middle Grades English 5-9
Van Serke,Kelly D.	Buffalo Creek Middle School	Spec, Media, MS	Engineering and Technology Education
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Earth-Space Science 6-12
Clark,Robert Dylan	Parrish Community High School	Tchr, Physical Educ, HS	Visually Impaired K-12
Cummins,Morgan	Parrish Community High School	Tchr, Language Arts, HS	English 6-12
Esposito,Juliette	Parrish Community High School	Tchr, Social Studies, HS	Elementary Education K-6
Gingras,Cara E.	Parrish Community High School	Tchr, Reading, HS	English 6-12
Greene,Caitlyn J	Parrish Community High School	Tchr, Agriculture/Nat Resrcs	Middle Grades General Science 5-9
Haushalter,Dawn M.	Parrish Community High School	Tchr, ESOL Resource	Biology 6-12
Henderson,Deanna	Parrish Community High School	Tchr, Science, HS	Social Science 6-12
Hernandez,Daniel Andres	Parrish Community High School	Tchr, EBD/SC	Exceptional Student Education K-12
Jones,Cary Leigh	Parrish Community High School	Tchr, Technology	Exceptional Student Education K-12
Kennedy,Ryan M.	Parrish Community High School	Tchr, Physical Educ, HS	English 6-12
Malcomb,Allison	Parrish Community High School	Tchr, Mathematics, HS	Mathematics 6-12
Metzger,Courtney E.	Parrish Community High School	Tchr, Business Technology	Hearing Impaired K-12
Murphy,Jack Ryan	Parrish Community High School	Support Facilitator	Social Science 6-12
Siegel,Kristin M.	Parrish Community High School	Tchr, Other Classroom	Biology 6-12
Boyd,Stephanie	Jain Middle School	Tchr, Social Studies, MS	Middle Grades English 5-9
Callihan,Amanda Lynn	Jain Middle School	Counselor, MS	Middle Grades English 5-9
Connor,Sally	Jain Middle School	Tchr, Language Arts, MS	Middle Grades English 5-9
Elliott,Leah A	Jain Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9
Hall,Stephanie	Jain Middle School	Tchr, IND/SC	Elementary Education K-6
Reeves,Patricia	Jain Middle School	Tchr, Social Studies, MS	Middle Grades Mathematics 5-9
Bernaert,Cory	Harvey K-8 School	Spec, Media, ES	Educational Media Specialist PK-12
Casciotta,Jennifer	Harvey K-8 School	Health Science Teacher	Elementary Education K-6
Driggers,Katherine	Harvey K-8 School	Tchr, VE/SC	Elementary Education K-6
Dunfee,Brittany	Harvey K-8 School	Fifth Grade Teacher	Elementary Education K-6
Fenton,Michelle S. Cogswell	Harvey K-8 School	Tchr, VE/SC	Exceptional Student Education K-12
Lear,Shannon Marie	Harvey K-8 School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12
Lewis,Ashley M.	Harvey K-8 School	Tchr, Art, ES	Art K-12
Merrill,Kendra	Harvey K-8 School	Second Grade Teacher	Family and Consumer Science 6-12
O'Keefe,Hayley	Harvey K-8 School	Fourth Grade Teacher	Elementary Education K-6
Ray,Mallorie K.	Harvey K-8 School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12
Reynolds,Katherine	Harvey K-8 School	Fourth Grade Teacher	Elementary Education K-6
Swartling,Olivia Mayer	Harvey K-8 School	Tchr, Agriculture/Nat Resrcs	Agriculture 6-12
Vranick,Alexa	Harvey K-8 School	Fourth Grade Teacher	Elementary Education K-6
Durocher,Christy A.	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Exceptional Student Education K-12
Galik Jr,Peter George	Lincoln Memorial Middle School	Support Facilitator	Exceptional Student Education K-12
Gonzalez,Alexander	Lincoln Memorial Middle School	Tchr, Social Studies, MS	Middle Grades English 5-9
Leonard II,William Fred	Lincoln Memorial Middle School	Tchr, EBD/SC	Elementary Education K-6
Luther,Latece R.	Lincoln Memorial Middle School	Tchr, Physical Educ, MS	Exceptional Student Education K-12
Mckenzie Jr,Charles	Lincoln Memorial Middle School	Support Facilitator	Exceptional Student Education K-12
Ralston,Emily	Lincoln Memorial Middle School	Tchr, Agriculture/Nat Resrcs	Middle Grades Mathematics 5-9
Rumph,Sylvia A.	Lincoln Memorial Middle School	Tchr, IND/SC	Elementary Education K-6
Simmons,Brittany Nicole	Lincoln Memorial Middle School	Tchr, Language Arts, MS	Elementary Education K-6

EMPLOYEE_NAME	SCHOOL_DESCR	POSITION_DESCR	OOF Description
Warnock,Amelia	Lincoln Memorial Middle School	Tchr, Science, MS	Exceptional Student Education K-12
Ajani-Smith,Leonilla	Access to Education	Tchr, VE/SC	Art K-12
Eash,Andrea L.	Access to Education	Tchr, VE/SC	Art K-12
Lee,Jocelyn Fuentes	Access to Education	Tchr, VE/SC	Elementary Education K-6
Rainey,Kharma Rae	Access to Education	Tchr, VE/SC	Elementary Education K-6
Reyes,Josue	Access to Education	Tchr, VE/SC	Art K-12
Walker,Brandi M.	Access to Education	Tchr, VE/SC	Art K-12
Walker,Michael F.	Access to Education	Tchr, VE/SC	Art K-12
Eldib,Hoda Meshal	Juvenile Detention Center	Tchr, Dropout Prevention, HS	Biology 6-12
Lyons Jr,Robert P.	Juvenile Detention Center	Tchr, Dropout Prevention, HS	Physical Education K-12
Basinger,Christina M.	The Port Academy	Tchr, Dropout Prevention, HS	Mathematics 6-12
Edwards,Robert P.	The Port Academy	Tchr, Dropout Prevention, HS	Middle Grades Mathematics 5-9
Hultgren,Eric	The Port Academy	Tchr, Dropout Prevention, HS	English 6-12
Alfonso,Maridel Lonceroz	Sable Acad Behavioral Learning	Elementary Teacher	Exceptional Student Education K-12
Rosario,Wilfredo	Sable Acad Behavioral Learning	Tchr, Physical Educ, MS	Exceptional Student Education K-12
Keats,Michelle	Exec Dir, Teaching & Learning	Tchr, Spcl Assgn, Basic Instr	Exceptional Student Education K-12
Leggett,James	ESE	Spec, Exceptional Student Educ	Art K-12
Clark,Christy	Adult Career and Tech Educ	Tchr-Spcl Assgn,Basic Instruct	Engineering and Technology Education
Munive,Daniel A	Personnel Non-Allocated	Tchr, ESOL Resource	Exceptional Student Education K-12

AGENDA ITEM NO. 11.4

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title

Approval to Apply, Accept and Expend Amendment 2 of the Title I, Part D - Neglected & Delinquent Youth Grant in the Amount of $16,120.90 (Federal Grant Funds)

Executive Summary

The School District of Manatee County (SDMC) initially received funding of $197,744.00 on September 27, 2025, and an increase of $56,332.53, totaling $254,076.53 on January 12, 2026. The SDMC is requesting Amendment 2 for the Title I, Part D - Neglected & Delinquent Youth Grant to align funds to provide additional support to N&D students, to include the following new line items, plus the $0.18 as requested by the Florida Department of Education.

-The purchase of bookshelves for literacy materials for students served at the Port.
-Non-Contracted Hourly (NCH) for student services staff to write IEPs for students served at the detention center.
-NCH and benefits for social workers.

The following line items will be reduced: periodicals, local travel, out-of-county travel, supplies, printing, and group insurance.

This grant is pending School Board approval. If not approved by the School Board, the application will be withdrawn.

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

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

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 apply, accept and expend Amendment 2 of the Title I, Part D - Neglected & Delinquent Youth Grant in the amount of $16,120.90 (Federal Grant Funds).

Financial Impact

There will be no cost to the General Fund.

Contact

Submitting Department: Federal Programs and Grants
Initiated by: Latrina Singleton

Attachments:
TIPD N&D Youth Grant, Amendment 2

FLORIDA DEPARTMENT OF EDUCATION
PROJECT AMENDMENT REQUEST

Please return to:	**A) Agency Name:**	**DOE USE ONLY**
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	School District of Manatee County	Date Received
B) Program Name: Title I, Part D Subpart 2 - Neglected & Delinquent Youth (N&D) **TAPS Number: __26A009_____**		**Project Number (DOE Assigned)** **410-2236C-6C001**

C) Amendment Type	**D) Amendment Request Contact Information**	
☐ Program ☒ Budget **Amendment Number:** 2	Contact Name: Latrina Singleton, Director, Federal Programs and Grants	Telephone Numbers: 941-751-6550 x43347
	Mailing Address: 215 Manatee Avenue West, Bradenton, FL 34205-8840	E-mail Addresses: Singleton21@manateeschools.net

E) Required Signature and Certification

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

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

Laurie Breslin (Apr 14, 2026 14:28:50 EDT)

Signature of Agency Head | **Superintendent** Title | 04/14/2026 Date

F) Narrative

The school District of Manatee County will be aligning funds to provide additional support to N&D students to include the following new line items:

-The purchase of bookshelves to house literacy materials for students serviced at the Port.

-Non Contracted Hourly (NCH) for student services staff to write IEPs for students serviced at the detention center and social workers.
The following line items will be reduced: periodicals, local travel, out of county travel, supplies, printing and group insurance.

Instructions for Completion of DOE 150
Project Amendment Request

A. Enter Agency Name

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

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

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

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

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

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

Title I, Part D Summary Budget
DOE 101

Manatee County School District	410-2236C-6C001	26A009
Name of LEA	Project Number	TAPS Number

Original Application

Requested Allocation Amount **$197,744.00**

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	School/Facility Name
5100	510	AOF 1	1	Basic (FEFP K-12)-Supplies		$ 6,449.22	
5100	530	AOF 1	2	Basic (FEFP K-12)-Periodicals		$ 3,000.00	
5100	519	AOF 1	3	Basic (FEFP K-12)-Technology Related Supplies		$ 2,000.00	
6110	130	AOF 1	4	Attendance and Social Work-Other Certified		$ 4,600.42	
6110	210	AOF 1	4	Attendance and Social Work-Retirement		$ 645.44	
6110	240	AOF 1	4	Attendance and Social Work-Workers' Compensation		$ 46.00	
6110	220	AOF 1	4	Attendance and Social Work-Federal Insurance Contributions Act (FICA)		$ 351.93	
6300	330	AOF 1	5	Instruction and Curriculum Development Services-Travel		$ 3,500.00	
6400	330	AOF 1	6	Instructional Staff Training Services-Travel		$ 9,000.00	
6150	510	AOF 1	7	Parental Involvement-Supplies		$ 500.00	
6150	390	AOF 1	7	Parental Involvement-Other Purchased Services		$ 500.00	
		AOF 1				$ -	
6300	130	AOF 2	1	Instruction and Curriculum Development Services-Other Certified	1	$ 60,374.19	
6300	210	AOF 2	1	Instruction and Curriculum Development Services-Retirement		$ 8,470.50	
6300	220	AOF 2	1	Instruction and Curriculum Development Services-Federal Insurance Contributions Act (FICA)	FICA	$ 4,618.63	
6300	230	AOF 2	1	Instruction and Curriculum Development Services-Group Insurance		$ 10,167.01	
6300	230	AOF 2	1	Instruction and Curriculum Development Services-Group Insurance		$ 138.86	
6300	240	AOF 2	1	Instruction and Curriculum Development Services-Workers' Compensation		$ 603.74	
6110	130	AOF 2	2	Attendance and Social Work-Other Certified	1	$ 51,767.34	
6110	220	AOF 2	2	Attendance and Social Work-Federal Insurance Contributions Act (FICA)		$ 3,960.20	
6110	230	AOF 2	2	Attendance and Social Work-Group Insurance		$ 8,717.62	
6110	230	AOF 2	2	Attendance and Social Work-Group Insurance		$ 119.06	
6110	240	AOF 2	2	Attendance and Social Work-Workers' Compensation		$ 517.67	
6110	210	AOF 2	2	Attendance and Social Work-Retirement		$ 7,262.96	
		AOF 2				$ -	
		AOF 3				$ -	
7200	790	AOF 4	1	General Administration (Superintendent's Office)-Miscellaneous		$ 10,433.21	[redacted]
		AOF 4				$ -	

Title I, Part D Project Amendment # 1

Total Project Amount Currently Approved: $197,744.00

Total Project Amount resulting from this Budget Amendment: $254,076.54

For use if revisions are needed to currently approved coding or to establish a new budgetary line through the amendment process. If revisions are not needed for currently approved budgetary lines, do not

Function	Object	Area of Focus	Budget Narrative	(If Applicab	Increased / Decrease	Amended Line Total
5100	510	AOF 1	Supplies- cases for computers		$ 1,000.00	$ 7,449.22
5100	530	AOF 1				$ 3,000.00
5100	519	AOF 1				$ 2,000.00
6110	130	AOF 1	Other Certified: NCH Social Workers for non contracted work days to include		$ 4,000.00	$ 8,600.42
6110	210	AOF 1	Retirement		$ 561.20	$ 1,206.64
6110	240	AOF 1	Worker's Comp		$ 40.00	$ 86.00
6110	220	AOF 1	FICA		$ 306.00	$ 657.93
6300	330	AOF 1	Local Travel		$ 5,000.00	$ 8,500.00
6400	330	AOF 1	Out of County Travel: Innovative Schools Conference. Travel to Miami Detention Center		$ 11,000.00	$ 20,000.00
6150	510	AOF 1				$ 500.00
6150	390	AOF 1				$ 500.00
		AOF 1				$ -
6300	130	AOF 2	Increase salary from original grant due to raises- no change to FTE		$ 5,141.81	$ 65,516.00
6300	210	AOF 2	retirement		$ 721.40	$ 9,191.90
6300	220	AOF 2	FICA		$ 393.35	$ 5,011.98
6300	230	AOF 2	Health		$ 865.88	$ 11,032.89
6300	230	AOF 2	Life Insurance		$ 11.83	$ 150.69
6300	240	AOF 2	worker's comp		$ 51.42	$ 655.16
6110	130	AOF 2	Increase in pay rate		$ 1,200.66	$ 52,968.00
6110	220	AOF 2	FICA		$ 91.85	$ 4,052.05
6110	230	AOF 2	Group Health		$ 5,122.91	$ 13,840.53
6110	230	AOF 2	Life Insurance		$ 2.76	$ 121.82
6110	240	AOF 2	worker's comp		$ 12.01	$ 529.68
6110	210	AOF 2	retirement		$ 168.45	$ 7,431.41
		AOF 2				$ -
		AOF 3				$ -
7200	790	AOF 4	Indirect Cost		$ 2,972.17	$ 13,405.38
		AOF 4				$ -

Title I, Part D Project Amendment # 2

Total Project Amount Currently Approved: $254,076.54

Total Project Amount resulting from this Budget Amendment: $254,076.72

For use if revisions are needed to currently approved coding or to establish a new budgetary line through the amendment process. If revisions are not needed for currently approved budgetary lines, do not complete this section.

Function	Object	Area of Focus	Budget Narrative	FTE (If Applicable)	Amount Increased / Decrease	Amended Line Total
5100	510	AOF 1				$ 7,449.22
5100	530	AOF 1	Periodicals		$ (1,695.72)	$ 1,304.28
5100	519	AOF 1				$ 2,000.00
6110	130	AOF 1				$ 8,600.42
6110	210	AOF 1				$ 1,206.64
6110	240	AOF 1				$ 86.00
6110	220	AOF 1				$ 657.93
6300	330	AOF 1	Travel		$ (4,000.00)	$ 4,500.00
6400	330	AOF 1	Travel		$ (7,425.00)	$ 12,575.00
6150	510	AOF 1	Supplies		$ (500.00)	$ -
6150	390	AOF 1	Other purchased services- printing		$ (500.00)	$ -
		AOF 1				$ -
6300	130	AOF 2				$ 65,516.00
6300	210	AOF 2				$ 9,191.90
6300	220	AOF 2				$ 5,011.98
6300	230	AOF 2	Group Insurance		$ (2,000.00)	$ 9,032.89
6300	230	AOF 2				$ 150.69
6300	240	AOF 2				$ 655.16
6110	130	AOF 2				$ 52,968.00
6110	220	AOF 2				$ 4,052.05
6110	230	AOF 2				$ 13,840.53
6110	230	AOF 2				$ 121.82
6110	240	AOF 2				$ 529.68
6110	210	AOF 2				$ 7,431.41
		AOF 2				$ -
		AOF 3				$ -
7200	790	AOF 4				$ 13,405.38
		AOF 4				$ -

New Line Items Added through Amendment Request

Function	Object	Area of Focus	Activity Number	School/Facility Name	Budget Narrative	Amendment 1 Increased / Decrease	Amendment 1 Amended Line Total	Amendment 2 Amount Increased / Decrease	Amendment 2 Amended Line Total
5100	520	AOF 1	8	School	HS curriculum standards- GED prep materials and GED Test Prep Plus	$ 8,062.68	$ 8,062.68		$ 8,062.68
6300	120	AOF 1	9	School	Classroom Teachers: NCH at the Port.	$ 3,200.00	$ 3,200.00		$ 3,200.00
6300	210	AOF 1	9	School	Retirement	$ 448.96	$ 448.96		$ 448.96
6300	220	AOF 1	9	School	FICA	$ 244.80	$ 244.80		$ 244.80
6300	240	AOF 1	9	School	Worker's Comp	$ 32.00	$ 32.00		$ 32.00
5100	590	AOF 1	10	School	Other Materials and Supplies- Classroom	$ 2,000.00	$ 2,000.00		$ 2,000.00
6300	110	AOF 1	11	School	NCH for Specialists for attendance and summer school over the summer weeks	$ 3,000.00	$ 3,000.00		$ 3,000.00
6300	210	AOF 1	11	School	Retirement	$ 420.90	$ 420.90		$ 420.90
6300	220	AOF 1	11	School	FICA	$ 229.50	$ 229.50		$ 229.50
6300	240	AOF 1	11	School	Worker's Comp	$ 30.00	$ 30.00		$ 30.00
5100	642	AOF 1	13	School	NonCapitalized FFE- Bookshelves		$ -	$ 1,695.91	$ 1,695.91
6300	110	AOF 2	3	School	Other Certified: NCH hourly rate to write IEPs for the detention center		$ -	$ 3,150.88	$ 3,150.88
6300	210	AOF 2	3	School	Retirement		$ -	$ 442.07	$ 442.07
6300	220	AOF 2	3	School	FICA		$ -	$ 241.04	$ 241.04
6300	240	AOF 2	3	School	Worker's Comp		$ -	$ 31.51	$ 31.51
6110	130	AOF 1	14	School	NCH for Social Workers to assist with transitions, attendance, credit recovery, attendance for summer programs and assistance for summer school		$ -	$ 8,607.35	$ 8,607.35
6110	210	AOF 1	14	School	Retirement		$ -	$ 1,207.61	$ 1,207.61
6110	220	AOF 1	14	School	FICA		$ -	$ 658.46	$ 658.46
6110	240	AOF 1	14	School	Worker's Comp		$ -	$ 86.07	$ 86.07
							$ -		$ -
							$ -		$ -
							$ -		$ -
							$ -		$ -
							$ -		$ -
							$ -		$ -
							$ -		$ -
							$ -		$ -
							$ -		$ -
							$ -		$ -
							$ -		$ -
							$ -		$ -
							$ -		$ -
							$ -		$ -
							$ -		$ -
							$ -		$ -
							$ -		$ -
							$ -		$ -
					Totals:	$ 56,332.54	$ 254,076.54	$ 0.18	$ 254,076.72

AGENDA ITEM NO. 11.5

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Apply, Accept, and Expend the Amendment 1 for the Title II, Part A, Supporting Effective Instruction Grant for the 2025-2026 School Year in the Amount of $1,762,629.87 (Federal Grant Funds)

Executive Summary
The School District of Manatee County requests an amendment, Amendment 1, to the Title II, Part A, Supporting Effective Instruction Grant. Each item included in this amendment is allowable, reasonable, and necessary for increased academic growth and achievement with a new grant amount of $1,762,629.87. This amendment reflects an additional allocation of $1,023.87. The new line items include 3rd Grade Summer Reading Camp Curriculum Writing and Planning NCH and Summer Professional Learning for teaching staff at a rate of $20 per hour and other materials and supplies.

This amendment is pending board approval and will be withdrawn if board approval is not granted.

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 apply, accept, and expend the amendment 1 for the Title II, Part A, Supporting Effective Instruction Grant for the 2025-2026 school year in the amount of $1,762,629.87 (Federal Grant Funds).

Financial Impact
There is no cost to the General Fund.

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

Attachments:
2026_Manatee_Title_II_Amendment_1

STAFF COORDINATION FORM

TO: Dr. Laurie Breslin		BOARD MEETING DATE : (if applicable)	LOG NUMBER:
		05/12/2026	N/A
THRU: Latrina Singleton	PREPARED BY: Danielle Delk	DATE PREPARED: 04/24/2026	DUE DATE: 04/24/2026

SUBJECT: Approve, Apply and Expend Amendment 1 of the Title II, Part A - Supporting Effective Instruction Grant	ACTION REQUIRED	
	X	APPROVAL
	x	SIGNATURE
		COORDINATION
		INFORMATION

ACTION SUMMARY: 1. Purpose	Approval to Apply, Accept and Expend Amendment 1 of the Title II, Part A in the amount of $1,023.87.
2. Background	The School District of Manatee County initially received funding on 09/03/25 in the amount of $1,761,606.00.
3.Discussion	The School District of Manatee County respectfully requests an amendment, Amendment 1, to the Title II, Part A - Supporting Effective Instruction Grant. Note that each item included in this amendment is allowable, reasonable, and necessary for increased academic growth and achievement with a new grant amount of $1,762,629.87. This amendment reflects an additional allocation of $1,023.87. The new line items include 3rd Grade Summer Reading Camp Curriculum Writing and Planning NCH and Summer Professional Learning for teaching staff at a rate of $20/hr and other materials and supplies. This amendment is pending board approval and will be withdrawn if board approval is not granted.
4.Recommendation	Superintendent's signature requested on the DOE 150. Pending Board Approval

STAFF COORDINATION/APPROVAL

OFFICE	ACTION	NAME	DATE OUT	COMMENTS
Dir, Federal Programs	Approve	Latrina Singleton	04/24/2026	Latrina Singleton
Dir, Sec. Curriculum	Approve	Tiffany Spradling	04/24/2026	Tiffany Spradling (Apr 24, 2026 13:07:53 EDT)
Finance	Approve	Amanda Means	04/24/2026	Amanda Means (Apr 24, 2026 14:40:06 EDT)
Deputy Superintendent	Approve	Rachel Sellers	04/24/2026	Rachel Sellers (Apr 24, 2026 14:55:50 EDT)
Deputy Superintendent	Approve	Derek Jensen	04/27/2026	Derek Jensen (Apr 27, 2026 09:17:00 EDT)
Superintendent	Approve	Dr. Laurie Breslin	04/27/2026	Laurie Breslin (Apr 27, 2026 09:22:10 EDT)

Encl: TabA DOE 150

FLORIDA DEPARTMENT OF EDUCATION
PROJECT AMENDMENT REQUEST

Please return to:	**A) Agency Name:**	**DOE USE ONLY**
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	School District of Manatee County	Date Received
B) Program Name: Title II- Supporting Effective Instruction Grant **TAPS Number:** 26A011		**Project Number (DOE Assigned)** **410-2246C-6CT01**

C) Amendment Type	**D) Amendment Request Contact Information**	
☒ Program ☒ Budget **Amendment Number:** ____1_____	Contact Name: Latrina Singleton, Director, Federal Programs and Grants	Telephone Numbers: 941-751-6550 Ext 43347
	Mailing Address: 215 Manatee Avenue West, Bradenton, FL 34205-8840	E-mail Addresses: Singleton21@manateeschools.net

E) Required Signature and Certification

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

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

Laurie Breslin (Apr 27, 2026 09:22:10 EDT)
Signature of Agency Head

Superintendent
Title

04/27/2026
Date

F) Narrative

The School District of Manatee County respectfully requests an amendment, Amendment 1, to the Title II, Part A - Supporting Effective Instruction Grant. Note that each item included in this amendment is allowable, reasonable, and necessary for increased academic growth and achievement. This amendment reflects an additional allocation of $1023.87. The new line items include 3rd Grade Summer Reading Camp Curriculum Writing and Planning NCH and Summer Professional Learning for teaching staff at a rate of $20/hr, and other materials and supplies.

Instructions for Completion of DOE 150
Project Amendment Request

A. Enter Agency Name

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

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

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

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

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

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

Instructions for Completion of DOE 150
Project Amendment Request

A. Enter Agency Name

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

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

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

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

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

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

Title II, Part A Summary Budget

Manatee	410-2246C-6CT01	26A011
Name of LEA	Project Number	TAPS Number
	Requested Allocation Amount	$1,761,606.00
	Estimated Roll Forward	
	Total Funds Requested (sum of allocation and estimated roll)	$1,761,606.00

Title II, Part A Project Amendment #	1
Total Project Amount Currently Approved:	$1,761,606.00
Total Project Amount resulting from this Budget Amendment:	$1,762,629.87

For use if revisions are needed to currently approved coding or to establish a new budgetary line through the amendment process. If revisions are not needed for currently approved budgetary lines, do not complete this section.

Function	Object	Area of Focus	Activity Numb	Activity Description	FTE (If applicable)	Amount	Service Level LEA/Private	Function	Object	Area of Focus	Actitivity Number	Service Levels LEA/Private	Budget Narrative	FTE (If Applicable)	Amount Increased / Decrease	Amended Line Total
6400	130	AOF 1	1	Instructional Staff Training Services-Other Certified	4	$ 232,039.25	LEA									$ 232,039.25
6400	210	AOF 1	1	Instructional Staff Training Services-Retirement		$ 32,555.11	LEA									$ 32,555.11
6400	220	AOF 1	1	Instructional Staff Training Services-Federal Insurance Contributions Act		$ 17,751.00	LEA									$ 17,751.00
6400	230	AOF 1	1	Instructional Staff Training Services-Group Insurance		$ 39,075.41	LEA									$ 39,075.41
6400	230	AOF 1	1	Instructional Staff Training Services-Group Insurance		$ 533.69	LEA									$ 533.69
6400	240	AOF 1	1	Instructional Staff Training Services-Workers' Compensation		$ 2,320.39	LEA									$ 2,320.39
6400	369	AOF 1	2	Instructional Staff Training Services-Technology-Related Rentals		$ 75,000.00	LEA									$ 75,000.00
6400	369	AOF 1	3	Instructional Staff Training Services-Technology-Related Rentals		$ 52,030.00	LEA									$ 52,030.00
6400	369	AOF 1	4	Instructional Staff Training Services-Technology-Related Rentals		$ 82,000.00	LEA	6400	369	AOF 1	4	LEA	Increasing Professional Learning Platform		$ 430.82	$ 82,430.82
6400	390	AOF 1	5	Instructional Staff Training Services-Other Purchased Services	394-Charte	$ 34,635.12	LEA	6400	390	AOF 1	5	LEA	North River Charter Allocation		$ 575.28	$ 35,210.40
6400	510	AOF 1	6	Instructional Staff Training Services-Supplies		$ 7,190.74	Private	6400	510	AOF 1	6	Private	Additional Allocation for Private Schools		$ 17.77	$ 7,208.51
6400	730	AOF 1	6	Instructional Staff Training Services-Dues and Fees		$ 10,000.00	Private									$ 10,000.00
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
		AOF 1				$ -										$ -
6400	130	AOF 2	1	Instructional Staff Training Services-Other Certified	2	$ 108,165.30	LEA									$ 108,165.30
6400	210	AOF 2	1	Instructional Staff Training Services-Retirement		$ 15,175.59	LEA									$ 15,175.59

6400	220	AOF 2	1	Instructional Staff Training Services-Federal Insurance Contributions Act		$ 8,274.65	LEA										$ 8,274.65
6400	230	AOF 2	1	Instructional Staff Training Services-Group Insurance		$ 18,215.04	LEA										$ 18,215.04
6400	230	AOF 2	1	Instructional Staff Training Services-Group Insurance		$ 248.78	LEA										$ 248.78
6400	240	AOF 2	1	Instructional Staff Training Services-Workers' Compensation		$ 1,081.65	LEA										$ 1,081.65
						$ -											$ -
						$ -											$ -
6400	310	AOF 2	2	Instructional Staff Training Services-Professional and Technical Services		$ 24,000.00	LEA										$ 24,000.00
6400	120	AOF 2	2	Instructional Staff Training Services-Classroom Teacher	0.39	$ 19,200.00	LEA	6400	120	AOF 2	2	LEA	New Teacher Mentor Program		$ (19,200.00)	$ -
6400	210	AOF 2	2	Instructional Staff Training Services-Retirement		$ 2,693.76	LEA	6400	120	AOF 2	2	LEA	Retirement		$ (2,693.76)	$ -
6400	220	AOF 2	2	Instructional Staff Training Services-Federal Insurance Contributions Act		$ 1,468.80	LEA	6400	220	AOF 2	2	LEA	FICA		$ (1,468.80)	$ -
6400	240	AOF 2	2	Instructional Staff Training Services-Workers' Compensation		$ 192.00	LEA	6400	240	AOF 2	2	LEA	Worker's Comp		$ (192.00)	$ -
			-			$ -										$ -
			-			$ -										$ -
			-			$ -										$ -
			-			$ -										$ -
		AOF 2				$ -										$ -
6400	310	AOF 2	3	Instructional Staff Training Services-Professional and Technical Services		$ 11,000.00	LEA									$ 11,000.00
		AOF 2				$ -										$ -
6400	390	AOF 2	4	Instructional Staff Training Services-Other Purchased Services	394-Charte	$ 6,874.80	LEA	6400	390	AOF 2	4	LEA	Lakewood Ranch Preparatory Academy ($5,177.52) Professional Training to Build Teacher/Leadership Capacity		$ -	$ 6,874.80
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
		AOF 2				$ -										$ -
6400	130	AOF 3	1	Instructional Staff Training Services-Other Certified	4	$ 200,358.68	LEA									$ 200,358.68
6400	210	AOF 3	1	Instructional Staff Training Services-Retirement		$ 28,110.32	LEA									$ 28,110.32
6400	220	AOF 3	1	Instructional Staff Training Services-Federal Insurance Contributions Act		$ 15,327.44	LEA									$ 15,327.44
6400	240	AOF 3	1	Instructional Staff Training Services-Workers' Compensation		$ 2,003.59	LEA									$ 2,003.59
6400	230	AOF 3	1	Instructional Staff Training Services-Group Insurance		$ 33,740.40	LEA									$ 33,740.40
6400	230	AOF 3	1	Instructional Staff Training Services-Group Insurance		$ 460.82	LEA									$ 460.82
6400	120	AOF 3	2	Instructional Staff Training Services-Classroom Teacher	0.15	$ 8,436.00	LEA									$ 8,436.00
6400	210	AOF 3	2	Instructional Staff Training Services-Retirement		$ 1,183.57	LEA									$ 1,183.57
6400	220	AOF 3	2	Instructional Staff Training Services-Federal Insurance Contributions Act		$ 645.35	LEA									$ 645.35
6400	240	AOF 3	2	Instructional Staff Training Services-Workers' Compensation		$ 84.36	LEA									$ 84.36
6400	120	AOF 3	3	Instructional Staff Training Services-Classroom Teacher	0.11	$ 5,198.83	LEA	6400	120	AOF 3	3	LEA	NCH for Gifted Instruction Professional Learning Facilitators - Provide Gifted Instruction coursework after hours for content area teachers to grow their skill set to meet the differentiated needs of Gifted students		$ 3,260.51	$ 8,459.34

6400	210	AOF 3	3	Instructional Staff Training Services-Retirement		$ 729.40	LEA	6400	210	AOF 3	3	LEA	Retirement		$ 457.45	$ 1,186.85
6400	220	AOF 3	3	Instructional Staff Training Services-Federal Insurance Contributions Act		$ 397.71	LEA	6400	220	AOF 3	3	LEA	FICA		$ 249.43	$ 647.14
6400	240	AOF 3	3	Instructional Staff Training Services-Workers' Compensation		$ 21.99	LEA	6400	240	AOF 3	3	LEA	Worker's Comp		$ 32.61	$ 54.60
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
		AOF 3				$ -										$ -
6400	110	AOF 4	1	Instructional Staff Training Services-Administrator	4.00	$ 253,572.93	[redacted]									$ 253,572.93
6400	210	AOF 4	1	Instructional Staff Training Services-Retirement		$ 35,576.28	[redacted]									$ 35,576.28
6400	220	AOF 4	1	Instructional Staff Training Services-Federal Insurance Contributions Act		$ 19,398.33	[redacted]									$ 19,398.33
6400	240	AOF 4	1	Instructional Staff Training Services-Workers' Compensation		$ 2,535.73	[redacted]									$ 2,535.73
6400	230	AOF 4	1	Instructional Staff Training Services-Group Insurance		$ 42,701.68	[redacted]									$ 42,701.68
6400	230	AOF 4	1	Instructional Staff Training Services-Group Insurance		$ 583.22	[redacted]									$ 583.22
6400	110	AOF 4	2	Instructional Staff Training Services-Administrator	1.00	$ 88,066.84	[redacted]									$ 88,066.84
6400	210	AOF 4	2	Instructional Staff Training Services-Retirement		$ 12,355.78	[redacted]									$ 12,355.78
6400	220	AOF 4	2	Instructional Staff Training Services-Federal Insurance Contributions Act		$ 6,737.11	[redacted]									$ 6,737.11
6400	240	AOF 4	2	Instructional Staff Training Services-Workers' Compensation		$ 880.67	[redacted]									$ 880.67
6400	230	AOF 4	2	Instructional Staff Training Services-Group Insurance		$ 14,830.46	[redacted]									$ 14,830.46
6400	230	AOF 4	2	Instructional Staff Training Services-Group Insurance		$ 202.55	[redacted]									$ 202.55
6400	130	AOF 4	3	Instructional Staff Training Services-Other Certified	1.00	$ 62,111.22	[redacted]									$ 62,111.22
6400	210	AOF 4	3	Instructional Staff Training Services-Retirement		$ 8,714.20	[redacted]									$ 8,714.20
6400	220	AOF 4	3	Instructional Staff Training Services-Federal Insurance Contributions Act		$ 4,751.51	[redacted]									$ 4,751.51
6400	240	AOF 4	3	Instructional Staff Training Services-Workers' Compensation		$ 621.11	[redacted]									$ 621.11
6400	230	AOF 4	3	Instructional Staff Training Services-Group Insurance		$ 10,459.53	[redacted]									$ 10,459.53
6400	230	AOF 4	3	Instructional Staff Training Services-Group Insurance		$ 142.86	[redacted]									$ 142.86
7200	790	AOF 4	4	General Administration (Superintendent's Office)-Miscellaneous		$ 92,944.45	[redacted]	7200	790	AOF 4	4	LEA	Adjust Indirect Cost		$ 54.02	$ 92,998.47
6400	330	AOF 4	5	Instructional Staff Training Services-Travel		$ 6,000.00	[redacted]	6400	330	AOF 4	5	LEA	Reduce out of state travel to support gifted NCH for teachers		$ (4,000.00)	$ 2,000.00
		AOF 4				$ -	[redacted]									$ -
		AOF 4				$ -	[redacted]									$ -
		AOF 4				$ -	[redacted]									$ -
		AOF 4				$ -	[redacted]									$ -
		AOF 4				$ -	[redacted]									$ -
		AOF 4				$ -	[redacted]									$ -
		AOF 4				$ -	[redacted]									$ -
		AOF 4				$ -	[redacted]									$ -
		AOF 4				$ -	[redacted]									$ -
		AOF 4				$ -	[redacted]									$ -
		AOF 4				$ -	[redacted]									$ -

		AOF 4				$ -
		AOF 4				$ -
		AOF 4				$ -
		AOF 4				$ -
		AOF 4				$ -
		AOF 4				$ -
		AOF 4				$ -
		AOF 4				$ -
		AOF 4				$ -
		AOF 4				$ -
		AOF 4				$ -
		AOF 4				$ -
		AOF 4				$ -
		AOF 4				$ -
		AOF 4				$ -
		AOF 4				$ -
		AOF 4				$ -
		AOF 4				$ -
		AOF 4				$ -

New Line Items Added through Amendment Request

								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
New Line Items Added through Amendment Request								
								$ -
6400	120	AOF 1	7	LEA	Facilitated Collaborative Planning- 3rd Grade Summer Reading Camp Curriculum Writing and Planning for staff - NCH Hourly rate of pay		$ 9,537.01	$ 9,537.01
6400	210	AOF 1	7	LEA	Retirement		$ 1,338.04	$ 1,338.04
6400	220	AOF 1	7	LEA	FICA		$ 729.58	$ 729.58
6400	240	AOF 1	7	LEA	Worker's Compensation		$ 95.37	$ 95.37
6400	120	AOF 1	8	LEA	Instructional Staff Training Regarding Summer Programming $20/hr NCH		$ 6,256.11	$ 6,256.11
6400	210	AOF 1	8	LEA	Retirement		$ 877.73	$ 877.73
6400	220	AOF 1	8	LEA	FICA		$ 478.59	$ 478.59
6400	240	AOF 1	8	LEA	Worker's Compensation		$ 62.56	$ 62.56
6400	590	AOF 1	9	LEA	Other Materials and Supplies		$ 4,125.55	$ 4,125.55
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
						Totals:	$ 1,023.87	$ 1,762,629.87

Original Application		
Focus Area	Total	Percentage:
AOF 1	$ 585,130.71	33.22%
AOF 2	$ 216,590.37	12.30%
AOF 3	$ 296,698.46	16.84%
AOF 4	$ 663,186.46	37.65%

Amendment#		1
Area of Focus	Total	Percentage:
AOF 1	$ 148,350.27	8.42%
AOF 2	$ 6,874.80	0.39%
AOF 3	$ 10,347.93	0.59%
AOF 4	$ 94,998.47	5.39%

OF TOTAL:	$ 1,761,606.00	100.00%

Original Application Service Levels		
AOF	LEA	Private
AOF 1		$17,190.74
AOF 2	$216,590.37	
AOF 3	$296,698.46	

AOF 5	$ -	
AOF 6	$ -	
AOF 7	$ -	
AOF 8	$ -	
AOF 9	$ -	
AOF 10	$ -	
AOF TOTAL:	$ 260,571.47	14.78%
RF: AOF 1	$ -	
RF: AOF 2	$ -	
RF: AOF 3	$ -	
RF: AOF 4	$ -	
RF: AOF 5	$ -	
RF: AOF 6	$ -	
RF: AOF 7	$ -	
RF: AOF 8	$ -	
RF: AOF 9	$ -	
RF: AOF 10	$ -	
RF: AOF TOTAL:	$ -	
	Grand Total:	$ 260,571.47

AGENDA ITEM NO. 11.6

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Renewal Agreement Between the School District of Manatee County and Glori Enzor, DDS,PA, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2026-2029 School Years (No Financial Impact)

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

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

The previous contract ends 6/30/26 and new contract begins 7/1/26.

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Glori Enzor, 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 renewal agreement between the School District of Manatee County and Glori Enzor, DDS, PA, for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2026-2029 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:
Clinical Experience Agreement with Glori Enzor, DDS, PA, Board Date 05.12.2026

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with GLORI ENZOR, DDS, PA

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and GLORI ENZOR, DDS, PA, a Florida profit corporation, (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that the students enrolled in any of the District's Health Science Programs at Manatee Technical College (College) are provided the opportunity and benefit of clinical experience provided by Affiliate (Experience) at any location of Affiliate (Locations).

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

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. **Educational Services and Coordinator:** District shall provide Affiliate with students enrolled in any of the District's Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (Students). District shall also provide the requisite instruction, supervision and guidance to Students as appropriate and required for the clinical phase of their respective program. District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the District (Coordinators). The Coordinators shall 1) make periodic visits to the Locations, 2) upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliate, 3) collaborate with assigned Affiliate personnel at the Locations to ensure that Students meet identified curriculum competencies. The Coordinators shall have the authority, after consultation with Affiliate's representative at the Location, to remove the Student from the Experience, if deemed appropriate at the Coordinator's sole discretion.

   B. **Patient Records:** The District shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliate or any applicable Payor. All such records shall be delivered to and maintained by District and in accordance with its policies and procedures. The District shall ensure that its personnel and Students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. Personnel of Affiliate will recognize Students as participants in the Experience, and will be willing to cooperate as appropriate to make arrangements for teaching situations for Students that will contribute to their growth and development of skills.

B. Affiliate shall certify to the District that it is licensed and fully accredited by an appropriate accrediting body and that the individuals responsible for direction of Students are licensed/certified in the State of Florida.

C. Affiliate shall not compensate Students for their participation in the Experience.

D. Affiliate shall provide adequate time for orientation of Students to the Location(s).

E. Affiliate shall ensure that Students, when participating in the Experience at any Affiliate Location, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

F. Affiliate shall ensure that all assignments for Students at Locations shall comply with the applicable prevailing professional standards of care and that all applicable state statutes, ratios, guidelines shall be followed by Affiliate.

G. Affiliate shall, at the end of the Experience for each of the Students, complete an evaluation for each individual student in terms of their personal abilities, knowledge and performance of skills. The evaluation report will be developed, in collaboration with the Coordinator, by an employee designated by Affiliate who has direct knowledge of the student's performance in the area in which the student gains experience.

H. Affiliate shall provide Students with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Assistant Director of the College and the Coordinator. Affiliate shall not be responsible for notifying the appropriate emergency contact for Students; all responsibility to notify appropriate emergency contacts for Students shall fall upon the District and specifically the Coordinator.

I. Affiliate and District agree that Students will be subject to the rules and regulations of Affiliate. Affiliate shall have the right to discontinue the training of any Students at its Locations, upon consultation with the Coordinator.

J. Affiliate and District agree that Students may be scheduled for assignment during regular operating hours of Affiliate.

K. Affiliate accepts ultimate responsibility for the quality of patient care.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the Experience, plus any equipment, expendable supplies and services necessary for the proper operation of the Experience. In connection with the foregoing, Affiliate shall be responsible for compliance by its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **PROVISION OF EDUCATIONAL EXPERIENCE:** Affiliate shall, as a part of and in furtherance of the Experience, provide the following:

   A. Observational educational and practice experiences in the patient units and clinics and in other departments.

   B. Orientation of the Students and District personnel to the Locations, physical facilities, policies, and procedures of Affiliate and Locations, as required.

   C. Use and/or patronage of any Affiliate cafeterias or similar areas at Locations by Students and District personnel, if available, at the sole cost and expense of the user/patron.

   D. Proof acceptable to the District that Locations and facilities of Affiliate are properly licensed and fully accredited by the appropriate accrediting body and that the individuals responsible for directing Students are properly licensed in the State of Florida.

5. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

6. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and Students to report any incident/injury that occurs during the Experience or that is witnessed as having occurred at any Location of Affiliate. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The District shall be responsible for compliance by the District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in Exhibit A and shall require their respective personnel and Students to comply with same.

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

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

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. **TERM; EXTENSION; TERMINATION:**
   A. Term and Extension: This Agreement shall be in effect for a period of three school years commencing on the date of execution by all parties and terminating on June

30, 2029. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2029.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to Affiliate or recoveries by District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

10. **MISCELLANEOUS PROVISIONS:**

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

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

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

G. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

H. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

I. Sovereign Immunity: Affiliate acknowledges and agrees that District does not waive its immunity and nothing herein, including the naming of District as an additional insured, shall be interpreted or deemed as a waiver of District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by District

J. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

K. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Affiliate's employees and employees of Affiliate's

subcontractors.

L. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

M. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this Agreement for convenience upon written notice.

N. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

O. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ‘‘Debarment and Suspension.’’ SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

P. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

    i. Keep and maintain public records required by District to perform pursuant to the Agreement.

    ii. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise

provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Affiliate does not transfer the records to District.

iv. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Affiliate or keep and maintain public records required by District to perform the service. If Affiliate transfers all public records to District upon completion of this Agreement, Affiliate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Affiliate keeps and maintains public records upon completion of this Agreement, Affiliate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

Q. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

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

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

U. Possession of Firearms: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Affiliate, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Affiliate and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

V. Criminal Acts: Employment and performing work relative to the Agreement by Affiliate, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Affiliate agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Affiliate does not comply with this provision.

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

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

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

IN WITNESS WHEREOF, GLORI ENZOR, DDS, PA and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date_____

By: Glori Enzor DDS

(Affiliate Authorized Signature)

Title: President

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

Dr. Laurie Breslin
SUPERINTENDENT
** * **
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Cindy Spray, CHAIR**
Richard Tatem, Vice Chair
Chad Choate III
Heather Felton
Charlie Kennedy

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Glori Enzor, DDS, PA

Address: 3220 S. Tamiami Trail Sarasota, FL 34239

Phone Number: 941-365-3222

Authorized Representative's Name: Dr. Glori Enzor

Authorized Representative's Title: Dentist

Email Address: office@drglorienzor.com; drenzor@drglorienzor.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Glori Enzor DDS

Signature of Authorized Representative

40.0942629.5.68.93882799

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date: **02/14/2025**
Effective Date: **04/17/2025**	**A Claims-Made Professional Liability Policy**
First Named Insured: **Glori A Enzor DDS** **3220 South Tamiami Trail** **Sarasota, FL 34239**	**IMPORTANT NOTICE:** This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Insured: **Glori A Enzor DDS**	
Specialty: **DDS01 - General Dentist**	
Policy Number:	Policy Period:
0942629	**From: 04/17/2025 To: 04/17/2026**
Retroactive Date:	Departure Period:
04/17/1997	**From: N/A To: N/A**
The Insured above is: ☒ A Named Insured ☐ A Locum Tenens ☐ An Additional Insured	Agency and Address: **FDA Services, Inc.** **545 John Knox Rd, Ste. 201** **Tallahassee, FL 32303** **(800)877-7597**

LIMITS OF LIABILITY

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

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

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

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

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

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

THE DOCTORS COMPANY

40.0942629.7.68.93882799

DECLARATIONS PAGE

Policy Number	Policy Period from	Effective Date	to	Expiration Date
0942629	(12:01 A.M. Standard Time at the Principal Address of the First Named Insured)	**04/17/2025**		**04/17/2026**

First Named Insured:
Glori A Enzor DDS

Principal Address:
3220 South Tamiami Trail
Sarasota, FL 34239

Mailing Address:
3220 South Tamiami Trail
Sarasota, FL 34239

Coverage under your policy is subject to the terms and conditions of the Forms and Endorsements listed below:

DEN002S 04/16	**Declarations Page Schedule of Insureds**	**DEN314 09/22**	**CyberGuard Coverage**
DEN101FL 04/16	**Florida Changes**	**BAA 04/16**	**Business Associate Agreement**
DEN313 09/22	**MediGuard Coverage**		

Policy Premium:	**$3,015.00**
Taxes:	**$30.15**
Total:	**$3,045.15**

Agency:
FDA Services, Inc.
545 John Knox Rd, Ste. 201
Tallahassee, FL 32303
(800)877-7597

Company:
The Doctors Company
185 Greenwood Road
P.O. Box 2900
Napa, CA 94558-0900
(707)226-0100, (800)421-2368

Date Issued: **02/14/2025**

THIS IS A CLAIMS-MADE POLICY - READ YOUR POLICY CAREFULLY

40.0942629.9.68.9382799

THE DOCTORS COMPANY

DECLARATIONS PAGE
SCHEDULE OF INSUREDS

Policy Number	Policy Period from	Effective Date	to	Expiration Date
0942629		**04/17/2025**		**04/17/2026**

First Named Insured: **Glori A Enzor DDS**

Date Issued: 02/14/2025

Schedule of Named Insureds:

Named Insured: **Glori A Enzor DDS**
Specialty: **General Dentist**
Coverage A: Claim Limit: **$1,000,000** Aggregate Limit: **$3,000,000**
Retroactive Date: **04/17/1997** Rating Territory: **Florida Area B**
Effective Date: **04/17/2025**

Schedule of Additional Insureds:

Additional Insured: **Glori Enzor, D.D.S., P.A.**
Retroactive Date: **06/06/1997** Rating Territory: **Florida Area B**
Effective Date: **04/17/2025**

Detail by Entity Name

Florida Profit Corporation
GLORI ENZOR, D.D.S., P.A.

Filing Information

Document Number	P97000050299
FEI/EIN Number	59-3450823
Date Filed	06/06/1997
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/10/2006
Event Effective Date	NONE

Principal Address

3220 S TAMIAMI TRAIL
SARASOTA, FL 34239

Changed: 05/05/1998

Mailing Address

3220 S TAMIAMI TRAIL
SARASOTA, FL 34239

Changed: 05/05/1998

Registered Agent Name & Address

ENZOR, GLORI, Dr.
3220 S. TAMIAMI TRAIL
SARASOTA, FL 34239

Name Changed: 04/12/2017

Address Changed: 05/03/2004

Officer/Director Detail

Name & Address

Title D

ENZOR, GLORI
3220 S TAMIAMI TRL
SARASOTA, FL 34239

Annual Reports

Report Year	Filed Date
2023	04/04/2023
2024	04/26/2024
2025	04/10/2025

Document Images

04/10/2025 -- ANNUAL REPORT	View image in PDF format
04/26/2024 -- ANNUAL REPORT	View image in PDF format
04/04/2023 -- ANNUAL REPORT	View image in PDF format
04/05/2022 -- ANNUAL REPORT	View image in PDF format
04/08/2021 -- ANNUAL REPORT	View image in PDF format
04/07/2020 -- ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
03/14/2018 -- ANNUAL REPORT	View image in PDF format
04/12/2017 -- ANNUAL REPORT	View image in PDF format
04/04/2016 -- ANNUAL REPORT	View image in PDF format
03/25/2015 -- ANNUAL REPORT	View image in PDF format
04/01/2014 -- ANNUAL REPORT	View image in PDF format
03/27/2013 -- ANNUAL REPORT	View image in PDF format
04/11/2012 -- ANNUAL REPORT	View image in PDF format
01/19/2011 -- ANNUAL REPORT	View image in PDF format
04/22/2010 -- ANNUAL REPORT	View image in PDF format
03/25/2009 -- ANNUAL REPORT	View image in PDF format
04/23/2008 -- ANNUAL REPORT	View image in PDF format
04/16/2007 -- ANNUAL REPORT	View image in PDF format
10/10/2006 -- REINSTATEMENT	View image in PDF format
04/10/2005 -- ANNUAL REPORT	View image in PDF format
05/03/2004 -- ANNUAL REPORT	View image in PDF format
03/19/2003 -- ANNUAL REPORT	View image in PDF format
05/16/2002 -- ANNUAL REPORT	View image in PDF format
06/20/2001 -- ANNUAL REPORT	View image in PDF format
05/16/2000 -- ANNUAL REPORT	View image in PDF format
05/10/1999 -- ANNUAL REPORT	View image in PDF format
05/05/1998 -- ANNUAL REPORT	View image in PDF format
06/06/1997 -- Domestic Profit Articles	View image in PDF format

AGENDA ITEM NO. 11.7

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Renewal Agreement Between the School District of Manatee County and Plymouth Harbor Incorporated for Clinical Experience for Manatee Technical College (MTC) Nursing Students for the 2026-2029 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 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 Nursing: Plymouth Harbor - Alexandra Maliwacki COO.

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School District of Manatee County and Plymouth Harbor Incorporated for clinical experience for Manatee Technical College (MTC) Nursing students for the 2026-2029 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:
Clinical Experience Agreement with Plymouth Harbor Inc., Board Date 05.12.2026

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Plymouth Harbor Incorporated

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Plymouth Harbor Incorporated, a Florida (not for) profit corporation, (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that the students enrolled in any of the District's Health Science Programs at Manatee Technical College (College) are provided the opportunity and benefit of clinical experience provided by Affiliate (Experience) at any location of Affiliate (Locations).

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

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. **Educational Services and Coordinator:** District shall provide Affiliate with students enrolled in any of the District's Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (Students). District shall also provide the requisite instruction, supervision and guidance to Students as appropriate and required for the clinical phase of their respective program. District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the District (Coordinators). The Coordinators shall 1) make periodic visits to the Locations, 2) upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliate, 3) collaborate with assigned Affiliate personnel at the Locations to ensure that Students meet identified curriculum competencies. The Coordinators shall have the authority, after consultation with Affiliate's representative at the Location, to remove the Student from the Experience, if deemed appropriate at the Coordinator's sole discretion.

   B. **Patient Records:** The District shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliate or any applicable Payor. All such records shall be delivered to and maintained by District and in accordance with its policies and procedures. The District shall ensure that its personnel and Students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. Personnel of Affiliate will recognize Students as participants in the Experience, and will be willing to cooperate as appropriate to make arrangements for teaching situations for Students that will contribute to their growth and development of skills.

B. Affiliate shall certify to the District that it is licensed and fully accredited by an appropriate accrediting body and that the individuals responsible for direction of Students are licensed/certified in the State of Florida.

C. Affiliate shall not compensate Students for their participation in the Experience.

D. Affiliate shall provide adequate time for orientation of Students to the Location(s).

E. Affiliate shall ensure that Students, when participating in the Experience at any Affiliate Location, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

F. Affiliate shall ensure that all assignments for Students at Locations shall comply with the applicable prevailing professional standards of care and that all applicable state statutes, ratios, guidelines shall be followed by Affiliate.

G. Affiliate shall, at the end of the Experience for each of the Students, complete an evaluation for each individual student in terms of their personal abilities, knowledge and performance of skills. The evaluation report will be developed, in collaboration with the Coordinator, by an employee designated by Affiliate who has direct knowledge of the student's performance in the area in which the student gains experience.

H. Affiliate shall provide Students with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Assistant Director of the College and the Coordinator. Affiliate shall not be responsible for notifying the appropriate emergency contact for Students; all responsibility to notify appropriate emergency contacts for Students shall fall upon the District and specifically the Coordinator.

I. Affiliate and District agree that Students will be subject to the rules and regulations of Affiliate. Affiliate shall have the right to discontinue the training of any Students at its Locations, upon consultation with the Coordinator.

J. Affiliate and District agree that Students may be scheduled for assignment during regular operating hours of Affiliate.

K. Affiliate accepts ultimate responsibility for the quality of patient care.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the Experience, plus any equipment, expendable supplies and services necessary for the proper operation of the Experience. In connection with the foregoing, Affiliate shall be responsible for compliance by its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **PROVISION OF EDUCATIONAL EXPERIENCE:** Affiliate shall, as a part of and in furtherance of the Experience, provide the following:

   A. Observational educational and practice experiences in the patient units and clinics and in other departments.

   B. Orientation of the Students and District personnel to the Locations, physical facilities, policies, and procedures of Affiliate and Locations, as required.

   C. Use and/or patronage of any Affiliate cafeterias or similar areas at Locations by Students and District personnel, if available, at the sole cost and expense of the user/patron.

   D. Proof acceptable to the District that Locations and facilities of Affiliate are properly licensed and fully accredited by the appropriate accrediting body and that the individuals responsible for directing Students are properly licensed in the State of Florida.

5. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

6. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and Students to report any incident/injury that occurs during the Experience or that is witnessed as having occurred at any Location of Affiliate. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The District shall be responsible for compliance by the District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in Exhibit A and shall require their respective personnel and Students to comply with same.

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

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

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. **TERM; EXTENSION; TERMINATION:**
   A. Term and Extension: This Agreement shall be in effect for a period of three school years commencing on the date of execution by all parties and terminating on June

30, 2029. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2029.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to Affiliate or recoveries by District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

10. **MISCELLANEOUS PROVISIONS:**

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

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

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

G. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

H. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

I. Sovereign Immunity: Affiliate acknowledges and agrees that District does not waive its immunity and nothing herein, including the naming of District as an additional insured, shall be interpreted or deemed as a waiver of District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by District

J. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

K. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Affiliate's employees and employees of Affiliate's

subcontractors.

L. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

M. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this Agreement for convenience upon written notice.

N. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

O. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ‘‘Debarment and Suspension.’’ SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

P. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

i. Keep and maintain public records required by District to perform pursuant to the Agreement.

ii. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise

provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Affiliate does not transfer the records to District.

iv. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Affiliate or keep and maintain public records required by District to perform the service. If Affiliate transfers all public records to District upon completion of this Agreement, Affiliate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Affiliate keeps and maintains public records upon completion of this Agreement, Affiliate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

Q. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

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

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

U. Possession of Firearms: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Affiliate, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Affiliate and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

V. Criminal Acts: Employment and performing work relative to the Agreement by Affiliate, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Affiliate agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Affiliate does not comply with this provision.

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

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

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

IN WITNESS WHEREOF, Plymouth Harbor Incorporated and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 4/16/2026

By: Alexandra Maliwacki
(Affiliate Authorized Signature)

Title: COO

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County

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

Dr. Laurie Breslin
SUPERINTENDENT
** * **
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Cindy Spray, CHAIR**
Richard Tatem, Vice Chair
Chad Choate III
Heather Felton
Charlie Kennedy

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. 11/20/25

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Plymouth Harbor on Sarasota Bay

Address: 700 John Ringling Blvd, Sarasota FL 34236

Phone Number: 9413617336

Authorized Representative's Name: Alexandra Maliwacki

Authorized Representative's Title: COO

Email Address: AlexM@plymouthharbor.org

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School District of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Alexandra Maliwacki

Signature of Authorized Representative

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/2/2025

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
Acentria Insurance - Sarasota
3800 South Tamiami Trail
Suite 325
Sarasota FL 34239

License#: L100460

CONTACT NAME: Tara Claybaugh, ANFI, CIC
PHONE (A/C, No, Ext): 850-424-1451 **FAX (A/C, No):**
E-MAIL ADDRESS: Tara.Claybaugh@Acentria.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire & Marine Insurance Company	20079
INSURER B : Berkshire Hathaway Specialty Insurance Company	22276
INSURER C : Zenith Insurance Company	13269
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PLYMHAR-02
Plymouth Harbor, Inc. dba Plymouth Harbor on Sarasota Bay
The Plymouth Harbor Foundation, LLC
700 John Ringling Blvd.
Sarasota FL 34236

COVERAGES **CERTIFICATE NUMBER:** 715093712 **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**			42PSC31548605	6/1/2025	6/1/2026	EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
	X SexAbuse/Molesta						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						Professional Liab.	$ 1,000,000
B	**AUTOMOBILE LIABILITY**			42CAO31553205	6/1/2025	6/1/2026	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)	$
							PIP	$ 10,000
A	X **UMBRELLA LIAB** ☐ OCCUR			42USC31548705	6/1/2025	6/1/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 50,000						Professional/SAM	$ 5,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		Z135783707	4/1/2025	4/1/2026	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							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

For Information Only

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Detail by Entity Name

Florida Not For Profit Corporation
PLYMOUTH HARBOR INCORPORATED

Filing Information

Document Number	702687
FEI/EIN Number	59-1031820
Date Filed	07/15/1961
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	04/29/1963
Event Effective Date	NONE

Principal Address

700 JOHN RINGLING BOULEVARD
SARASOTA, FL 34236

Changed: 03/14/1988

Mailing Address

700 JOHN RINGLING BOULEVARD
SARASOTA, FL 34236

Changed: 03/14/1988

Registered Agent Name & Address

Dziatsel, Natallia
700 JOHN RINGLING BLVD.
SARASOTA, FL 34236

Name Changed: 02/01/2018

Officer/Director Detail

Name & Address

Title Chairman

Rebecca, Sachs
723 Whitfield Ave.
Sarasota, FL 34243

Title Treasurer

Bledsoe, Eric
2050 Proctor Road, Suite F
SARASOTA, FL 34231

Title President

Jeffrey, Weatherhead
700 JOHN RINGLING BOULEVARD
SARASOTA, FL 34236

Title CFO

Dziatsel, Natallia
700 JOHN RINGLING BOULEVARD
SARASOTA, FL 34236

Title Secretary

Lancaster, Marlene, Jr.
PO Box 517
Sarasota, FL 34230

Annual Reports

Report Year	Filed Date
2024	02/01/2024
2025	01/30/2025
2026	02/06/2026

Document Images

02/06/2026 -- ANNUAL REPORT	View image in PDF format
01/30/2025 -- ANNUAL REPORT	View image in PDF format
02/01/2024 -- ANNUAL REPORT	View image in PDF format
02/01/2023 -- ANNUAL REPORT	View image in PDF format
06/29/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/14/2022 -- ANNUAL REPORT	View image in PDF format
01/12/2021 -- ANNUAL REPORT	View image in PDF format
01/16/2020 -- ANNUAL REPORT	View image in PDF format
01/16/2019 -- ANNUAL REPORT	View image in PDF format
02/01/2018 -- ANNUAL REPORT	View image in PDF format
01/11/2017 -- ANNUAL REPORT	View image in PDF format
02/22/2016 -- ANNUAL REPORT	View image in PDF format
11/09/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
03/11/2015 -- ANNUAL REPORT	View image in PDF format
01/07/2014 -- ANNUAL REPORT	View image in PDF format
01/30/2013 -- ANNUAL REPORT	View image in PDF format
01/03/2012 -- ANNUAL REPORT	View image in PDF format

03/08/2011 -- ANNUAL REPORT	View image in PDF format
02/15/2010 -- ANNUAL REPORT	View image in PDF format
03/26/2009 -- ANNUAL REPORT	View image in PDF format
02/06/2008 -- ANNUAL REPORT	View image in PDF format
02/07/2007 -- ANNUAL REPORT	View image in PDF format
02/13/2006 -- ANNUAL REPORT	View image in PDF format
01/27/2005 -- ANNUAL REPORT	View image in PDF format
04/20/2004 -- ANNUAL REPORT	View image in PDF format
03/11/2003 -- ANNUAL REPORT	View image in PDF format
04/28/2002 -- ANNUAL REPORT	View image in PDF format
02/05/2001 -- ANNUAL REPORT	View image in PDF format
04/26/2000 -- ANNUAL REPORT	View image in PDF format
02/24/1999 -- ANNUAL REPORT	View image in PDF format
02/26/1998 -- ANNUAL REPORT	View image in PDF format
01/27/1997 -- ANNUAL REPORT	View image in PDF format
07/08/1996 -- ANNUAL REPORT	View image in PDF format
02/08/1995 -- ANNUAL REPORT	View image in PDF format
07/15/1961 -- FILINGS PRIOR TO 1995	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM NO. 11.8

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Clinical Experience Renewal Agreements for Manatee Technical College (MTC) Dental Assisting Students for the 2026-2029 School Years (No Financial Impact)

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

In order for the students to participate in this type of clinical or on-the-job experience, it is necessary for the participating offices 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 valuable hands-on learning experience, but also placements resulting in permanent jobs for the students after they finish their training.

The previous contract ends 6/30/26 and new contract begins 7/1/26.

A copy of the agreements are attached for review.

Clinical Providers for Dental Assisting:

- A.L.L. About Kids Pediatric Dentistry
- Eastman Craighead Periodontics and Implants
- Klement, Jungman, Varga & Troxler, DDS, PA
- Meadows Family Dentistry, LLC
- Parkwood Dental I, LLC
- Rubino Dental, LLC
- Victor Chan DMD, MS, PLLC (DBA Above & Beyond Orthodontics, 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 renewal agreements between the School District of Manatee County and A.L.L. About Kids Pediatric Dentistry; Eastman Craighead Periodontics and Implants; Klement, Jungman, Varga & Troxler, DDS, PA; Meadows Family Dentistry, LLC; Parkwood Dental I, LLC; Rubino Dental, LLC; and Victor Chan DMD, MS, PLLC d/b/a Above & Beyond Orthodontics, PA for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2026-2029 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:
Clinical Experience Agreement with A.L.L. About Kids Pediatric Dentistry, Board Date 05.12.2026
Clinical Experience Agreement with Eastman Craighead Periodontics and Implants, Board Date 05.12.2026
Clinical Experience Agreement with Klement, Jungman, Varga & Troxler, DDS, PA, Board Date 05.12.2026
Clinical Experience Agreement with Meadows Family Dentistry, LLC, Board Date 05.12.2026
Clinical Experience Agreement with Parkwood Dental I, LLC, Board Date 05.12.2026
Clinical Experience Agreement with Rubino Dental, LLC, Board Date 05.12.2026
Clinical Experience Agreement with Victor Chan DMD, MS, PLLC dba Above & Beyond Ortho, Board Date 05.12.2026

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with A.L.L. ABOUT KIDS PEDIATRIC DENTISTRY

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and A.L.L. ABOUT KIDS PEDIATRIC DENTISTRY, a Florida profit corporation, (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that the students enrolled in any of the District's Health Science Programs at Manatee Technical College (College) are provided the opportunity and benefit of clinical experience provided by Affiliate (Experience) at any location of Affiliate (Locations).

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

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. **Educational Services and Coordinator:** District shall provide Affiliate with students enrolled in any of the District's Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (Students). District shall also provide the requisite instruction, supervision and guidance to Students as appropriate and required for the clinical phase of their respective program. District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the District (Coordinators). The Coordinators shall 1) make periodic visits to the Locations, 2) upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliate, 3) collaborate with assigned Affiliate personnel at the Locations to ensure that Students meet identified curriculum competencies. The Coordinators shall have the authority, after consultation with Affiliate's representative at the Location, to remove the Student from the Experience, if deemed appropriate at the Coordinator's sole discretion.

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

applicable laws and regulations.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. Personnel of Affiliate will recognize Students as participants in the Experience, and will be willing to cooperate as appropriate to make arrangements for teaching situations for Students that will contribute to their growth and development of skills.

B. Affiliate shall certify to the District that it is licensed and fully accredited by an appropriate accrediting body and that the individuals responsible for direction of Students are licensed/certified in the State of Florida.

C. Affiliate shall not compensate Students for their participation in the Experience.

D. Affiliate shall provide adequate time for orientation of Students to the Location(s).

E. Affiliate shall ensure that Students, when participating in the Experience at any Affiliate Location, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

F. Affiliate shall ensure that all assignments for Students at Locations shall comply with the applicable prevailing professional standards of care and that all applicable state statutes, ratios, guidelines shall be followed by Affiliate.

G. Affiliate shall, at the end of the Experience for each of the Students, complete an evaluation for each individual student in terms of their personal abilities, knowledge and performance of skills. The evaluation report will be developed, in collaboration with the Coordinator, by an employee designated by Affiliate who has direct knowledge of the student's performance in the area in which the student gains experience.

H. Affiliate shall provide Students with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Assistant Director of the College and the Coordinator. Affiliate shall not be responsible for notifying the appropriate emergency contact for Students; all responsibility to notify appropriate emergency contacts for Students shall fall upon the District and specifically the Coordinator.

I. Affiliate and District agree that Students will be subject to the rules and regulations of Affiliate. Affiliate shall have the right to discontinue the training of any Students at its Locations, upon consultation with the Coordinator.

J. Affiliate and District agree that Students may be scheduled for assignment during regular operating hours of Affiliate.

K. Affiliate accepts ultimate responsibility for the quality of patient care.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the Experience, plus any equipment, expendable supplies and services necessary for the proper operation of the Experience. In connection with the foregoing, Affiliate shall be responsible for compliance by its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **PROVISION OF EDUCATIONAL EXPERIENCE:** Affiliate shall, as a part of and in furtherance of the Experience, provide the following:

   A. Observational educational and practice experiences in the patient units and clinics and in other departments.

   B. Orientation of the Students and District personnel to the Locations, physical facilities, policies, and procedures of Affiliate and Locations, as required.

   C. Use and/or patronage of any Affiliate cafeterias or similar areas at Locations by Students and District personnel, if available, at the sole cost and expense of the user/patron.

   D. Proof acceptable to the District that Locations and facilities of Affiliate are properly licensed and fully accredited by the appropriate accrediting body and that the individuals responsible for directing Students are properly licensed in the State of Florida.

5. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

6. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and Students to report any incident/injury that occurs during the Experience or that is witnessed as having occurred at any Location of Affiliate. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The District shall be responsible for compliance by the District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in Exhibit A and shall require their respective personnel and Students to comply with same.

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

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

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. **TERM; EXTENSION; TERMINATION:**

   A. Term and Extension: This Agreement shall be in effect for a period of three school

years commencing on the date of execution by all parties and terminating on June 30, 2029. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2029.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to Affiliate or recoveries by District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

10. **MISCELLANEOUS PROVISIONS:**

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

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

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

G. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their

employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

H. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

I. Sovereign Immunity: Affiliate acknowledges and agrees that District does not waive its immunity and nothing herein, including the naming of District as an additional insured, shall be interpreted or deemed as a waiver of District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by District

J. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

K. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in

District policies, will apply to Affiliate's employees and employees of Affiliate's subcontractors.

L. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

M. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this Agreement for convenience upon written notice.

N. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

O. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

P. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

i. Keep and maintain public records required by District to perform pursuant to the Agreement.

ii. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not

exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Affiliate does not transfer the records to District.

iv. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Affiliate or keep and maintain public records required by District to perform the service. If Affiliate transfers all public records to District upon completion of this Agreement, Affiliate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Affiliate keeps and maintains public records upon completion of this Agreement, Affiliate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

Q. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

other ordinances in the performance of this Agreement.

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

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

U. Possession of Firearms: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Affiliate, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Affiliate and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

V. Criminal Acts: Employment and performing work relative to the Agreement by Affiliate, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Affiliate agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Affiliate does not comply with this provision.

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

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

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

IN WITNESS WHEREOF, A.L.L. ABOUT KIDS PEDIATRIC DENTISTRY and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 3-26-26

By: _____

(Affiliate Authorized Signature)

Title: DENTIST | OWNER

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

Dr. Laurie Breslin
SUPERINTENDENT
** * **
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Cindy Spray, CHAIR**
Richard Tatem, Vice Chair
Chad Choate III
Heather Felton
Charlie Kennedy

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: A.L.L. About Kids Pediatric Dentistry

Address: 1882 59th Street West, Bradenton, FL 34209

Phone Number: 941-792-9392

Authorized Representative's Name: Dr. Andre L. Lewis

Authorized Representative's Title: Dentist

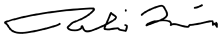
Email Address: info@bradentonkidsdentist.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.



Signature of Authorized Representative

40.0960156.5.72.5497988831

The Doctors Company
TDCGROUP

CERTIFICATE OF INSURANCE	Issue Date: **06/28/2025**
Effective Date: **09/07/2025**	**A Claims-Made Professional Liability Policy**
First Named Insured: **Andre Lewis DDS** **1882 59th Street W** **Bradenton, FL 34209**	**IMPORTANT NOTICE:** This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Insured: **Andre Lewis DDS**

Specialty: **DDS05 - Pediatric Dentistry**

Policy Number:	Policy Period:
0960156	**From: 09/07/2025 To: 09/07/2026**
Retroactive Date:	Departure Period:
09/07/2011	**From: N/A To: N/A**
The Insured above is: ☒ A Named Insured ☐ A Locum Tenens ☐ An Additional Insured	Agency and Address: **FDA Services, Inc.** **545 John Knox Rd, Ste. 201** **Tallahassee, FL 32303** **(800) 877-7597**

LIMITS OF LIABILITY

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

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

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

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

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

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

40.0960156.7.72.5497988831

The Doctors Company
TDCGROUP

A CLAIMS-MADE PROFESSIONAL LIABILITY POLICY

DECLARATIONS PAGE

Policy Number	Policy Period from	Effective Date	to	Expiration Date
0960156	(12:01 A.M. Standard Time at the Principal Address of the First Named Insured)	**09/07/2025**		**09/07/2026**

First Named Insured:
Andre Lewis DDS

Principal Address:
1882 59th Street W
Bradenton, FL 34209

Mailing Address:
1882 59th Street W
Bradenton, FL 34209

Coverage under your policy is subject to the terms and conditions of the Forms and Endorsements listed below:

DEN002S 04/16	**Declarations Page Schedule of Insureds**	**DEN314 09/22**	**CyberGuard Coverage**
DEN101FL 04/16	**Florida Changes**	**DENBAA 04/16**	**Business Associate Agreement**
DEN313 09/22	**MediGuard Coverage**		

Policy Premium:	**$2,679.52**
Taxes:	**$26.80**
Total:	**$2,706.32**

Agency:
FDA Services, Inc.
545 John Knox Rd, Ste. 201
Tallahassee, FL 32303
(800) 877-7597

Company:
The Doctors Company
An Interinsurance Exchange
185 Greenwood Road
P.O. Box 2900
Napa, CA 94558-0900
(707) 226-0100, (800) 421-2368

Date Issued: **06/28/2025**

THIS IS A CLAIMS-MADE POLICY - PLEASE READ YOUR POLICY CAREFULLY

The Doctors Company
TDCGROUP

40.0960156.9.72.5497988831

DECLARATIONS PAGE
SCHEDULE OF INSUREDS

Policy Number	Policy Period from	Effective Date	to	Expiration Date
0960156		**09/07/2025**		**09/07/2026**

First Named Insured: **Andre Lewis DDS**

Date Issued: 06/28/2025

Schedule of Named Insureds:

Named Insured: **Andre Lewis DDS**
Specialty: **Pediatric Dentistry**
Coverage A: Claim Limit: **$1,000,000** Aggregate Limit: **$3,000,000**
Retroactive Date: **09/07/2011** Rating Territory: **Florida Area B**
Effective Date: **09/07/2025**

Schedule of Additional Insureds:

Additional Insured: **Andre Leon Lewis PA**
Retroactive Date: **02/19/2014** Rating Territory: **Florida Area B**
Effective Date: **09/07/2025**

Additional Insured: **Meadows Family Care Centers, LLC**
Retroactive Date: **09/07/2011** Rating Territory: **Florida Area B**
Effective Date: **09/07/2025**

Previous on List Next on List Return to List
Filing History
Fictitious Name Search
Submit

Fictitious Name Detail

Fictitious Name

A.L.L. ABOUT KIDS PEDIATRIC DENTISTRY

Filing Information

Registration Number	G15000095511
Status	ACTIVE
Filed Date	09/16/2015
Expiration Date	12/31/2031
Current Owners	1
County	MANATEE
Total Pages	3
Events Filed	2
FEI/EIN Number	46-4883805

Mailing Address

1882 59TH ST W
N/A
BRADENTON, FL 34209-463

Owner Information

ANDRE LEON LEWIS, PA
1882 59TH STREET WEST
BRADENTON, FL 34209
FEI/EIN Number: 46-4883805
Document Number: P14000015663

Document Images

09/16/2015 -- Fictitious Name Filing — View image in PDF format

01/05/2026 -- Fictitious Name Renewal Filing — View image in PDF format

07/09/2020 -- Fictitious Name Renewal Filing — View image in PDF format

Previous on List Next on List Return to List
Filing History
Fictitious Name Search
Submit

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with EASTMAN CRAIGHEAD PERIODONTICS AND IMPLANTS

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and EASTMAN CRAIGHEAD PERIODONTICS AND IMPLANTS a Florida profit corporation, (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that the students enrolled in any of the District's Health Science Programs at Manatee Technical College (College) are provided the opportunity and benefit of clinical experience provided by Affiliate (Experience) at any location of Affiliate (Locations).

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

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. **Educational Services and Coordinator:** District shall provide Affiliate with students enrolled in any of the District's Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (Students). District shall also provide the requisite instruction, supervision and guidance to Students as appropriate and required for the clinical phase of their respective program. District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the District (Coordinators). The Coordinators shall 1) make periodic visits to the Locations, 2) upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliate, 3) collaborate with assigned Affiliate personnel at the Locations to ensure that Students meet identified curriculum competencies. The Coordinators shall have the authority, after consultation with Affiliate's representative at the Location, to remove the Student from the Experience, if deemed appropriate at the Coordinator's sole discretion.

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

applicable laws and regulations.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. Personnel of Affiliate will recognize Students as participants in the Experience, and will be willing to cooperate as appropriate to make arrangements for teaching situations for Students that will contribute to their growth and development of skills.

B. Affiliate shall certify to the District that it is licensed and fully accredited by an appropriate accrediting body and that the individuals responsible for direction of Students are licensed/certified in the State of Florida.

C. Affiliate shall not compensate Students for their participation in the Experience.

D. Affiliate shall provide adequate time for orientation of Students to the Location(s).

E. Affiliate shall ensure that Students, when participating in the Experience at any Affiliate Location, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

F. Affiliate shall ensure that all assignments for Students at Locations shall comply with the applicable prevailing professional standards of care and that all applicable state statutes, ratios, guidelines shall be followed by Affiliate.

G. Affiliate shall, at the end of the Experience for each of the Students, complete an evaluation for each individual student in terms of their personal abilities, knowledge and performance of skills. The evaluation report will be developed, in collaboration with the Coordinator, by an employee designated by Affiliate who has direct knowledge of the student's performance in the area in which the student gains experience.

H. Affiliate shall provide Students with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Assistant Director of the College and the Coordinator. Affiliate shall not be responsible for notifying the appropriate emergency contact for Students; all responsibility to notify appropriate emergency contacts for Students shall fall upon the District and specifically the Coordinator.

I. Affiliate and District agree that Students will be subject to the rules and regulations of Affiliate. Affiliate shall have the right to discontinue the training of any Students at its Locations, upon consultation with the Coordinator.

J. Affiliate and District agree that Students may be scheduled for assignment during regular operating hours of Affiliate.

K. Affiliate accepts ultimate responsibility for the quality of patient care.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the Experience, plus any equipment, expendable supplies and services necessary for the proper operation of the Experience. In connection with the foregoing, Affiliate shall be responsible for compliance by its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **PROVISION OF EDUCATIONAL EXPERIENCE:** Affiliate shall, as a part of and in furtherance of the Experience, provide the following:

   A. Observational educational and practice experiences in the patient units and clinics and in other departments.

   B. Orientation of the Students and District personnel to the Locations, physical facilities, policies, and procedures of Affiliate and Locations, as required.

   C. Use and/or patronage of any Affiliate cafeterias or similar areas at Locations by Students and District personnel, if available, at the sole cost and expense of the user/patron.

   D. Proof acceptable to the District that Locations and facilities of Affiliate are properly licensed and fully accredited by the appropriate accrediting body and that the individuals responsible for directing Students are properly licensed in the State of Florida.

5. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

6. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and Students to report any incident/injury that occurs during the Experience or that is witnessed as having occurred at any Location of Affiliate. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The District shall be responsible for compliance by the District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in Exhibit A and shall require their respective personnel and Students to comply with same.

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

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

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. **TERM; EXTENSION; TERMINATION:**

   A. Term and Extension: This Agreement shall be in effect for a period of three school

years commencing on the date of execution by all parties and terminating on June 30, 2029. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2029.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to Affiliate or recoveries by District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

10. **MISCELLANEOUS PROVISIONS:**

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

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

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

G. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their

employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

H. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

I. Sovereign Immunity: Affiliate acknowledges and agrees that District does not waive its immunity and nothing herein, including the naming of District as an additional insured, shall be interpreted or deemed as a waiver of District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by District

J. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

K. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in

District policies, will apply to Affiliate's employees and employees of Affiliate's subcontractors.

L. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

M. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this Agreement for convenience upon written notice.

N. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

O. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

P. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

i. Keep and maintain public records required by District to perform pursuant to the Agreement.

ii. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not

exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Affiliate does not transfer the records to District.

iv. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Affiliate or keep and maintain public records required by District to perform the service. If Affiliate transfers all public records to District upon completion of this Agreement, Affiliate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Affiliate keeps and maintains public records upon completion of this Agreement, Affiliate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

Q. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

other ordinances in the performance of this Agreement.

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

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

U. Possession of Firearms: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Affiliate, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Affiliate and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

V. Criminal Acts: Employment and performing work relative to the Agreement by Affiliate, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Affiliate agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Affiliate does not comply with this provision.

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

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

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

IN WITNESS WHEREOF, EASTMAN CRAIG PERIODONTICS AND IMPLANTS and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 2/18/26

By: _____

(Affiliate Authorized Signature)

Title: _____

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

Dr. Laurie Breslin
SUPERINTENDENT
** * **
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Cindy Spray, CHAIR**
Richard Tatem, Vice Chair
Chad Choate III
Heather Felton
Charlie Kennedy

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Eastman Craighead Periodontics and Implants

Address: 1906 G 59th Street West Bradenton, FL 34209; 6310 Health Park Way #240 Lakewood Ranch, FL 34202

Phone Number: 941-269-3906; 941-841-1876

Authorized Representative's Name: Dr. Lindsay B. Eastman

Authorized Representative's Title: Dentist

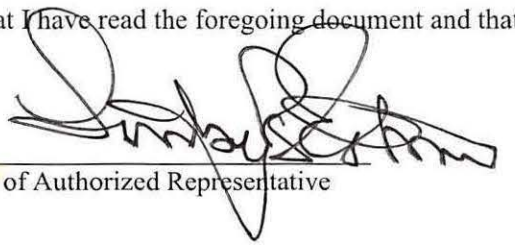
Email Address: info@eastmanonline.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.



Signature of Authorized Representative

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/20/2026

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
The Baldwin Group Southeast, 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):** 813-984-3201
E-MAIL ADDRESS: certificates@baldwin.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insuranc	30104
INSURER B : Technology Insurance Company,	42376
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TDN ASO, LLC
TDN Dentistry, PLLC
4890 W Kennedy Blvd
Suite 920
Tampa FL 33609

COVERAGES **CERTIFICATE NUMBER:** 1231603572 **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	Y	21SBMAM3YMK	7/8/2025	7/8/2026	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	Y	Y	21SBMAM3YMK	7/8/2025	7/8/2026	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	Y	Y	21SBMAM3YMK	7/8/2025	7/8/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC4634038 TWC4634090	7/8/2025 7/8/2025	7/8/2026 7/8/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

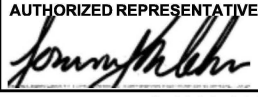
CERTIFICATE HOLDER

School District of Manatee County
215 Manatee Ave West
Bradenton FL 34205

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



© 1988-2015 ACORD CORPORATION. All rights reserved.

Detail by Entity Name

Florida Profit Corporation
LINDSAY B. EASTMAN, D.D.S., M.S., P.A.

DBA: Eastman Craighead

Filing Information

Document Number	P98000107759
FEI/EIN Number	65-0882262
Date Filed	12/28/1998
Effective Date	01/01/1999
State	FL
Status	ACTIVE

Principal Address

1906-G 59TH STREET WEST
BRADENTON, FL 34209

Mailing Address

10709 Riverbank Terr.
BRADENTON, FL 34212

Changed: 02/05/2024

Registered Agent Name & Address

EASTMAN, LINDSAY B
1906-G 59TH STREET WEST
BRADENTON, FL 34209

Officer/Director Detail

Name & Address

Title D

EASTMAN, LINDSAY B
1906-G 59TH STREET WEST
BRADENTON, FL 34209

Annual Reports

Report Year	Filed Date
2023	04/02/2023
2024	02/05/2024
2025	02/11/2025

Document Images

02/11/2025 -- ANNUAL REPORT	View image in PDF format
02/05/2024 -- ANNUAL REPORT	View image in PDF format
04/02/2023 -- ANNUAL REPORT	View image in PDF format
03/07/2022 -- ANNUAL REPORT	View image in PDF format
01/30/2021 -- ANNUAL REPORT	View image in PDF format
01/20/2020 -- ANNUAL REPORT	View image in PDF format
03/21/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
02/06/2017 -- ANNUAL REPORT	View image in PDF format
01/26/2016 -- ANNUAL REPORT	View image in PDF format
01/19/2015 -- ANNUAL REPORT	View image in PDF format
03/19/2014 -- ANNUAL REPORT	View image in PDF format
04/23/2013 -- ANNUAL REPORT	View image in PDF format
03/26/2012 -- ANNUAL REPORT	View image in PDF format
04/22/2011 -- ANNUAL REPORT	View image in PDF format
04/20/2010 -- ANNUAL REPORT	View image in PDF format
04/21/2009 -- ANNUAL REPORT	View image in PDF format
04/21/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2007 -- ANNUAL REPORT	View image in PDF format
04/03/2006 -- ANNUAL REPORT	View image in PDF format
04/27/2005 -- ANNUAL REPORT	View image in PDF format
04/29/2004 -- ANNUAL REPORT	View image in PDF format
07/25/2003 -- ANNUAL REPORT	View image in PDF format
05/02/2002 -- ANNUAL REPORT	View image in PDF format
02/08/2001 -- ANNUAL REPORT	View image in PDF format
05/03/2000 -- ANNUAL REPORT	View image in PDF format
12/28/1998 -- Domestic Profit	View image in PDF format

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with KLEMENT, JUNGMAN, VARGA & TROXLER, DDS, PA

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and **KLEMENT, JUNGMAN, VARGA & TROXLER, DDS, PA** , a Florida profit corporation, (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that the students enrolled in any of the District's Health Science Programs at Manatee Technical College (College) are provided the opportunity and benefit of clinical experience provided by Affiliate (Experience) at any location of Affiliate (Locations).

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

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. **Educational Services and Coordinator:** District shall provide Affiliate with students enrolled in any of the District's Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (Students). District shall also provide the requisite instruction, supervision and guidance to Students as appropriate and required for the clinical phase of their respective program. District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the District (Coordinators). The Coordinators shall 1) make periodic visits to the Locations, 2) upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliate, 3) collaborate with assigned Affiliate personnel at the Locations to ensure that Students meet identified curriculum competencies. The Coordinators shall have the authority, after consultation with Affiliate's representative at the Location, to remove the Student from the Experience, if deemed appropriate at the Coordinator's sole discretion.

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

applicable laws and regulations.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. Personnel of Affiliate will recognize Students as participants in the Experience, and will be willing to cooperate as appropriate to make arrangements for teaching situations for Students that will contribute to their growth and development of skills.

B. Affiliate shall certify to the District that it is licensed and fully accredited by an appropriate accrediting body and that the individuals responsible for direction of Students are licensed/certified in the State of Florida.

C. Affiliate shall not compensate Students for their participation in the Experience.

D. Affiliate shall provide adequate time for orientation of Students to the Location(s).

E. Affiliate shall ensure that Students, when participating in the Experience at any Affiliate Location, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

F. Affiliate shall ensure that all assignments for Students at Locations shall comply with the applicable prevailing professional standards of care and that all applicable state statutes, ratios, guidelines shall be followed by Affiliate.

G. Affiliate shall, at the end of the Experience for each of the Students, complete an evaluation for each individual student in terms of their personal abilities, knowledge and performance of skills. The evaluation report will be developed, in collaboration with the Coordinator, by an employee designated by Affiliate who has direct knowledge of the student's performance in the area in which the student gains experience.

H. Affiliate shall provide Students with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Assistant Director of the College and the Coordinator. Affiliate shall not be responsible for notifying the appropriate emergency contact for Students; all responsibility to notify appropriate emergency contacts for Students shall fall upon the District and specifically the Coordinator.

I. Affiliate and District agree that Students will be subject to the rules and regulations of Affiliate. Affiliate shall have the right to discontinue the training of any Students at its Locations, upon consultation with the Coordinator.

J. Affiliate and District agree that Students may be scheduled for assignment during regular operating hours of Affiliate.

K. Affiliate accepts ultimate responsibility for the quality of patient care.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the Experience, plus any equipment, expendable supplies and services necessary for the proper operation of the Experience. In connection with the foregoing, Affiliate shall be responsible for compliance by its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **PROVISION OF EDUCATIONAL EXPERIENCE:** Affiliate shall, as a part of and in furtherance of the Experience, provide the following:

   A. Observational educational and practice experiences in the patient units and clinics and in other departments.

   B. Orientation of the Students and District personnel to the Locations, physical facilities, policies, and procedures of Affiliate and Locations, as required.

   C. Use and/or patronage of any Affiliate cafeterias or similar areas at Locations by Students and District personnel, if available, at the sole cost and expense of the user/patron.

   D. Proof acceptable to the District that Locations and facilities of Affiliate are properly licensed and fully accredited by the appropriate accrediting body and that the individuals responsible for directing Students are properly licensed in the State of Florida.

5. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

6. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and Students to report any incident/injury that occurs during the Experience or that is witnessed as having occurred at any Location of Affiliate. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The District shall be responsible for compliance by the District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in Exhibit A and shall require their respective personnel and Students to comply with same.

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

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

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. **TERM; EXTENSION; TERMINATION:**

   A. Term and Extension: This Agreement shall be in effect for a period of three school

years commencing on the date of execution by all parties and terminating on June 30, 2029. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2029.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to Affiliate or recoveries by District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

10. **MISCELLANEOUS PROVISIONS:**

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

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

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

G. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their

employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

H. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

I. Sovereign Immunity: Affiliate acknowledges and agrees that District does not waive its immunity and nothing herein, including the naming of District as an additional insured, shall be interpreted or deemed as a waiver of District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by District

J. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

K. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in

District policies, will apply to Affiliate's employees and employees of Affiliate's subcontractors.

L. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

M. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this Agreement for convenience upon written notice.

N. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

O. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

P. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

i. Keep and maintain public records required by District to perform pursuant to the Agreement.

ii. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not

exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Affiliate does not transfer the records to District.

iv. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Affiliate or keep and maintain public records required by District to perform the service. If Affiliate transfers all public records to District upon completion of this Agreement, Affiliate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Affiliate keeps and maintains public records upon completion of this Agreement, Affiliate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

Q. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

other ordinances in the performance of this Agreement.

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

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

U. Possession of Firearms: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Affiliate, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Affiliate and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

V. Criminal Acts: Employment and performing work relative to the Agreement by Affiliate, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Affiliate agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Affiliate does not comply with this provision.

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

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

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

IN WITNESS WHEREOF, KLEMENT, JUNGMAN, VARGA & TROXLER, DDS, PA and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 2/23/26

By: _____

(Affiliate Authorized Signature)

Title: President

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

Dr. Laurie Breslin
SUPERINTENDENT
** * **
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Cindy Spray, CHAIR**
Richard Tatem, Vice Chair
Chad Choate III
Heather Felton
Charlie Kennedy

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: **KLEMENT, JUNGMAN, VARGA & TROXLER, DDS, PA**

Address: 2103 59th St W, Bradenton, FL 34209

Phone Number: 941-792-2766

Authorized Representative's Name: Dr. Douglas C Jungman

Authorized Representative's Title: Dentist/Owner

Email Address: drj@zkjdental.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Authorized Representative

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date: **02/11/2026**
Effective Date: **12/23/2025**	**A Claims-Made Professional Liability Policy**
First Named Insured: **Douglas C Jungman DDS** **2103 59th Street, West** **Bradenton, FL 34209**	**IMPORTANT NOTICE:** This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Insured: **Douglas C Jungman DDS**

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

Policy Number:	Policy Period:	
0966990	**From: 12/23/2025**	**To: 12/23/2026**
Retroactive Date:	Departure Period:	
07/27/1987	**From: N/A**	**To: N/A**
The Insured above is: ☒ A Named Insured ☐ A Locum Tenens ☐ An Additional Insured	Agency and Address: **FDA Services, Inc.** **545 John Knox Rd, Ste. 201** **Tallahassee, FL 32303** **(800)877-7597**	

LIMITS OF LIABILITY

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

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

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

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

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

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

185 Greenwood Road : P.O. Box 2900 : Napa, CA 94558-0900 : (707)226-0100 : (800)421-2368 : www.thedoctors.com

Detail by Entity Name

Florida Profit Corporation
KLEMENT, JUNGMAN, VARGA & TROXLER DDS, PA

Filing Information

Document Number	592060
FEI/EIN Number	59-1859693
Date Filed	11/02/1978
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	05/07/2021
Event Effective Date	NONE

Principal Address

2103 59TH STREET WEST
BRADENTON, FL 34209-7015

Mailing Address

2103 59TH STREET WEST
BRADENTON, FL 34209-7015

Registered Agent Name & Address

JUNGMAN, DOUGLAS C
2103 59TH STREET WEST
BRADENTON, FL 34209

Name Changed: 02/21/2011

Address Changed: 01/04/2007

Officer/Director Detail

Name & Address

Title President

JUNGMAN, DOUGLAS C.
2103 59TH STREET WEST
BRADENTON, FL 34209-7015

Title VP

VARGA, ANDREW I.
2103 59TH STREET WEST
BRADENTON, FL 34209-7015

Title Secretary, Treasurer

Troxler, J. ROBERT
2103 59TH STREET WEST
BRADENTON, FL 34209-7015

Annual Reports

Report Year	Filed Date
2024	01/29/2024
2025	01/15/2025
2026	02/06/2026

Document Images

02/06/2026 -- ANNUAL REPORT	View image in PDF format
01/15/2025 -- ANNUAL REPORT	View image in PDF format
01/29/2024 -- ANNUAL REPORT	View image in PDF format
01/23/2023 -- ANNUAL REPORT	View image in PDF format
02/16/2022 -- ANNUAL REPORT	View image in PDF format
05/07/2021 -- Name Change	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
01/23/2020 -- ANNUAL REPORT	View image in PDF format
01/28/2019 -- ANNUAL REPORT	View image in PDF format
02/26/2018 -- Name Change	View image in PDF format
01/18/2018 -- ANNUAL REPORT	View image in PDF format
01/23/2017 -- ANNUAL REPORT	View image in PDF format
03/15/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/13/2014 -- ANNUAL REPORT	View image in PDF format
03/14/2013 -- ANNUAL REPORT	View image in PDF format
01/09/2012 -- ANNUAL REPORT	View image in PDF format
02/21/2011 -- ANNUAL REPORT	View image in PDF format
07/26/2010 -- ANNUAL REPORT	View image in PDF format
07/14/2010 -- Name Change	View image in PDF format
02/15/2010 -- ANNUAL REPORT	View image in PDF format
01/21/2009 -- ANNUAL REPORT	View image in PDF format
01/09/2008 -- ANNUAL REPORT	View image in PDF format
01/04/2007 -- ANNUAL REPORT	View image in PDF format
01/11/2006 -- ANNUAL REPORT	View image in PDF format
01/18/2005 -- ANNUAL REPORT	View image in PDF format
02/21/2004 -- ANNUAL REPORT	View image in PDF format
01/13/2003 -- ANNUAL REPORT	View image in PDF format
01/23/2002 -- ANNUAL REPORT	View image in PDF format

01/12/2001 -- ANNUAL REPORT	View image in PDF format
02/01/2000 -- ANNUAL REPORT	View image in PDF format
02/02/1999 -- ANNUAL REPORT	View image in PDF format
01/22/1998 -- ANNUAL REPORT	View image in PDF format
01/16/1997 -- ANNUAL REPORT	View image in PDF format
02/12/1996 -- ANNUAL REPORT	View image in PDF format
01/25/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with MEADOWS FAMILY DENTISTRY, LLC

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and MEADOWS FAMILY DENTISTRY, LLC, a Florida Limited Liability Company, (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that the students enrolled in any of the District's Health Science Programs at Manatee Technical College (College) are provided the opportunity and benefit of clinical experience provided by Affiliate (Experience) at any location of Affiliate (Locations).

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

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. **Educational Services and Coordinator:** District shall provide Affiliate with students enrolled in any of the District's Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (Students). District shall also provide the requisite instruction, supervision and guidance to Students as appropriate and required for the clinical phase of their respective program. District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the District (Coordinators). The Coordinators shall 1) make periodic visits to the Locations, 2) upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliate, 3) collaborate with assigned Affiliate personnel at the Locations to ensure that Students meet identified curriculum competencies. The Coordinators shall have the authority, after consultation with Affiliate's representative at the Location, to remove the Student from the Experience, if deemed appropriate at the Coordinator's sole discretion.

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

applicable laws and regulations.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. Personnel of Affiliate will recognize Students as participants in the Experience, and will be willing to cooperate as appropriate to make arrangements for teaching situations for Students that will contribute to their growth and development of skills.

B. Affiliate shall certify to the District that it is licensed and fully accredited by an appropriate accrediting body and that the individuals responsible for direction of Students are licensed/certified in the State of Florida.

C. Affiliate shall not compensate Students for their participation in the Experience.

D. Affiliate shall provide adequate time for orientation of Students to the Location(s).

E. Affiliate shall ensure that Students, when participating in the Experience at any Affiliate Location, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

F. Affiliate shall ensure that all assignments for Students at Locations shall comply with the applicable prevailing professional standards of care and that all applicable state statutes, ratios, guidelines shall be followed by Affiliate.

G. Affiliate shall, at the end of the Experience for each of the Students, complete an evaluation for each individual student in terms of their personal abilities, knowledge and performance of skills. The evaluation report will be developed, in collaboration with the Coordinator, by an employee designated by Affiliate who has direct knowledge of the student's performance in the area in which the student gains experience.

H. Affiliate shall provide Students with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Assistant Director of the College and the Coordinator. Affiliate shall not be responsible for notifying the appropriate emergency contact for Students; all responsibility to notify appropriate emergency contacts for Students shall fall upon the District and specifically the Coordinator.

I. Affiliate and District agree that Students will be subject to the rules and regulations of Affiliate. Affiliate shall have the right to discontinue the training of any Students at its Locations, upon consultation with the Coordinator.

J. Affiliate and District agree that Students may be scheduled for assignment during regular operating hours of Affiliate.

K. Affiliate accepts ultimate responsibility for the quality of patient care.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the Experience, plus any equipment, expendable supplies and services necessary for the proper operation of the Experience. In connection with the foregoing, Affiliate shall be responsible for compliance by its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **PROVISION OF EDUCATIONAL EXPERIENCE:** Affiliate shall, as a part of and in furtherance of the Experience, provide the following:

   A. Observational educational and practice experiences in the patient units and clinics and in other departments.

   B. Orientation of the Students and District personnel to the Locations, physical facilities, policies, and procedures of Affiliate and Locations, as required.

   C. Use and/or patronage of any Affiliate cafeterias or similar areas at Locations by Students and District personnel, if available, at the sole cost and expense of the user/patron.

   D. Proof acceptable to the District that Locations and facilities of Affiliate are properly licensed and fully accredited by the appropriate accrediting body and that the individuals responsible for directing Students are properly licensed in the State of Florida.

5. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

6. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and Students to report any incident/injury that occurs during the Experience or that is witnessed as having occurred at any Location of Affiliate. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The District shall be responsible for compliance by the District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in Exhibit A and shall require their respective personnel and Students to comply with same.

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

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

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. **TERM; EXTENSION; TERMINATION:**

A. Term and Extension: This Agreement shall be in effect for a period of three school

years commencing on the date of execution by all parties and terminating on June 30, 2029. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2029.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to Affiliate or recoveries by District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

10. **MISCELLANEOUS PROVISIONS:**

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

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

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

G. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their

employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

H. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

I. Sovereign Immunity: Affiliate acknowledges and agrees that District does not waive its immunity and nothing herein, including the naming of District as an additional insured, shall be interpreted or deemed as a waiver of District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by District

J. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

K. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in

District policies, will apply to Affiliate's employees and employees of Affiliate's subcontractors.

L. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

M. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this Agreement for convenience upon written notice.

N. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

O. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

P. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

i. Keep and maintain public records required by District to perform pursuant to the Agreement.

ii. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not

exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Affiliate does not transfer the records to District.

iv. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Affiliate or keep and maintain public records required by District to perform the service. If Affiliate transfers all public records to District upon completion of this Agreement, Affiliate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Affiliate keeps and maintains public records upon completion of this Agreement, Affiliate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

Q. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

other ordinances in the performance of this Agreement.

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

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

U. Possession of Firearms: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Affiliate, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Affiliate and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

V. Criminal Acts: Employment and performing work relative to the Agreement by Affiliate, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Affiliate agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Affiliate does not comply with this provision.

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

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

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

IN WITNESS WHEREOF, MEADOWS FAMILY DENTISTRY, LLC and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 2/10/2026

By: [signature]
(Affiliate Authorized Signature)

Title: Office Manager

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

Dr. Laurie Breslin
SUPERINTENDENT
** * **
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Cindy Spray, CHAIR**
Richard Tatem, Vice Chair
Chad Choate III
Heather Felton
Charlie Kennedy

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Meadows Family Dentistry, LLC

Address: 9912FL-64 East, Bradenton, FL 34212

Phone Number: 941-745-1143

Authorized Representative's Name: Dr. George Meadows; Alyssa Handy

Authorized Representative's Title: Dentist; Office Manager

Email Address: meadowsfamilydentistryfl@gmail.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Authorized Representative

40.0950075.5.72.5448590231

The Doctors Company
TDCGROUP

CERTIFICATE OF INSURANCE	Issue Date: **05/28/2025**
Effective Date: **07/30/2025**	**A Claims-Made Professional Liability Policy**
First Named Insured: **George Joe Meadows DMD** **9912 State Road 64 E.** **Bradenton, FL 34212**	**IMPORTANT NOTICE:** This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Insured: **George Joe Meadows DMD**

Specialty: **DDS05 - Pediatric Dentistry**

Policy Number:	Policy Period:
0950075	**From: 07/30/2025 To: 07/30/2026**
Retroactive Date:	Departure Period:
07/30/2007	**From: N/A To: N/A**
The Insured above is: ☒ A Named Insured ☐ A Locum Tenens ☐ An Additional Insured	Agency and Address: **FDA Services, Inc.** **545 John Knox Rd, Ste. 201** **Tallahassee, FL 32303** **(800) 877-7597**

LIMITS OF LIABILITY

Claim Limit:	**$1,500,000**
Aggregate Limit:	**$4,500,000**

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

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

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

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

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

Detail by Entity Name

Florida Limited Liability Company
MEADOWS FAMILY DENTISTRY LLC

Filing Information

Document Number	L14000091933
FEI/EIN Number	47-1089235
Date Filed	06/09/2014
State	FL
Status	ACTIVE

Principal Address

9916 SR 64 EAST
BRADENTON, FL 34212

Mailing Address

9916 SR 64 EAST
BRADENTON, FL 34212

Registered Agent Name & Address

MEADOWS, GEORGE J, JR.
9916 SR 64 EAST
BRADENTON, FL 34212

Authorized Person(s) Detail

Name & Address

Title MGRM

MEADOWS, GEORGE J, JR
9916 SR 64 EAST
BRADENTON, FL 34212

Annual Reports

Report Year	Filed Date
2024	01/15/2024
2025	01/27/2025
2026	02/10/2026

Document Images

02/10/2026 -- ANNUAL REPORT View image in PDF format

01/27/2025 -- ANNUAL REPORT	View image in PDF format
01/15/2024 -- ANNUAL REPORT	View image in PDF format
02/08/2023 -- ANNUAL REPORT	View image in PDF format
01/04/2022 -- ANNUAL REPORT	View image in PDF format
02/11/2021 -- ANNUAL REPORT	View image in PDF format
02/28/2020 -- ANNUAL REPORT	View image in PDF format
04/22/2019 -- ANNUAL REPORT	View image in PDF format
03/04/2018 -- ANNUAL REPORT	View image in PDF format
02/19/2017 -- ANNUAL REPORT	View image in PDF format
03/30/2016 -- ANNUAL REPORT	View image in PDF format
04/29/2015 -- ANNUAL REPORT	View image in PDF format
06/09/2014 -- Florida Limited Liability	View image in PDF format

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
With PARKWOOD DENTAL I, LLC

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and PARKWOOD DENTAL I, LLC, A Florida Limited Liability Company.

WHEREAS, it is of mutual interest and benefit to District and Affiliate that the students enrolled in any of the District's Health Science Programs at Manatee Technical College (College) are provided the opportunity and benefit of clinical experience provided by Affiliate (Experience) at any location of Affiliate (Locations).

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

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. **Educational Services and Coordinator:** District shall provide Affiliate with students enrolled in any of the District's Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (Students). District shall also provide the requisite instruction, supervision and guidance to Students as appropriate and required for the clinical phase of their respective program. District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the District (Coordinators). The Coordinators shall 1) make periodic visits to the Locations, 2) upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliate, 3) collaborate with assigned Affiliate personnel at the Locations to ensure that Students meet identified curriculum competencies. The Coordinators shall have the authority, after consultation with Affiliate's representative at the Location, to remove the Student from the Experience, if deemed appropriate at the Coordinator's sole discretion.

   B. **Patient Records:** The District shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliate or any applicable Payor. All such records shall be delivered to and maintained by District and in accordance with its policies and procedures. The District shall ensure that its personnel and Students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. Personnel of Affiliate will recognize Students as participants in the Experience, and will be willing to cooperate as appropriate to make arrangements for teaching situations for Students that will contribute to their growth and development of skills.

B. Affiliate shall certify to the District that it is licensed and fully accredited by an appropriate accrediting body and that the individuals responsible for direction of Students are licensed/certified in the State of Florida.

C. Affiliate shall not compensate Students for their participation in the Experience.

D. Affiliate shall provide adequate time for orientation of Students to the Location(s).

E. Affiliate shall ensure that Students, when participating in the Experience at any Affiliate Location, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

F. Affiliate shall ensure that all assignments for Students at Locations shall comply with the applicable prevailing professional standards of care and that all applicable state statutes, ratios, guidelines shall be followed by Affiliate.

G. Affiliate shall, at the end of the Experience for each of the Students, complete an evaluation for each individual student in terms of their personal abilities, knowledge and performance of skills. The evaluation report will be developed, in collaboration with the Coordinator, by an employee designated by Affiliate who has direct knowledge of the student's performance in the area in which the student gains experience.

H. Affiliate shall provide Students with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Assistant Director of the College and the Coordinator. Affiliate shall not be responsible for notifying the appropriate emergency contact for Students; all responsibility to notify appropriate emergency contacts for Students shall fall upon the District and specifically the Coordinator.

I. Affiliate and District agree that Students will be subject to the rules and regulations of Affiliate. Affiliate shall have the right to discontinue the training of any Students at its Locations, upon consultation with the Coordinator.

J. Affiliate and District agree that Students may be scheduled for assignment during regular operating hours of Affiliate.

K. Affiliate accepts ultimate responsibility for the quality of patient care.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the Experience, plus any equipment, expendable supplies and services necessary for the proper operation of the Experience. In connection with the foregoing, Affiliate shall be responsible for compliance by its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **PROVISION OF EDUCATIONAL EXPERIENCE:** Affiliate shall, as a part of and in furtherance of the Experience, provide the following:

   A. Observational educational and practice experiences in the patient units and clinics and in other departments.

   B. Orientation of the Students and District personnel to the Locations, physical facilities, policies, and procedures of Affiliate and Locations, as required.

   C. Use and/or patronage of any Affiliate cafeterias or similar areas at Locations by Students and District personnel, if available, at the sole cost and expense of the user/patron.

   D. Proof acceptable to the District that Locations and facilities of Affiliate are properly licensed and fully accredited by the appropriate accrediting body and that the individuals responsible for directing Students are properly licensed in the State of Florida.

5. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

6. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and Students to report any incident/injury that occurs during the Experience or that is witnessed as having occurred at any Location of Affiliate. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The District shall be responsible for compliance by the District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in Exhibit A and shall require their respective personnel and Students to comply with same.

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

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

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. **TERM; EXTENSION; TERMINATION:**
   A. Term and Extension: This Agreement shall be in effect for a period of three school years commencing on the date of execution by all parties and terminating on June

30, 2029. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2029.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to Affiliate or recoveries by District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

10. **MISCELLANEOUS PROVISIONS:**

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

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

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

G. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

H. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

I. Sovereign Immunity: Affiliate acknowledges and agrees that District does not waive its immunity and nothing herein, including the naming of District as an additional insured, shall be interpreted or deemed as a waiver of District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by District

J. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

K. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Affiliate's employees and employees of Affiliate's

subcontractors.

L. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

M. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this Agreement for convenience upon written notice.

N. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

O. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ‘‘Debarment and Suspension.’’ SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

P. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

    i. Keep and maintain public records required by District to perform pursuant to the Agreement.

    ii. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise

provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Affiliate does not transfer the records to District.

iv. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Affiliate or keep and maintain public records required by District to perform the service. If Affiliate transfers all public records to District upon completion of this Agreement, Affiliate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Affiliate keeps and maintains public records upon completion of this Agreement, Affiliate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

Q. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

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

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

U. Possession of Firearms: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Affiliate, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Affiliate and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

V. Criminal Acts: Employment and performing work relative to the Agreement by Affiliate, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Affiliate agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Affiliate does not comply with this provision.

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

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

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

IN WITNESS WHEREOF, PARKWOOD DENTAL I, LLC and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 02/26/26

By: _____

(Affiliate Authorized Signature)

Title: Parkwood Dental Clinical Lead

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

Dr. Laurie Breslin
SUPERINTENDENT
** * **
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Cindy Spray, CHAIR**
Richard Tatem, Vice Chair
Chad Choate III
Heather Felton
Charlie Kennedy

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Parkwood Dental I, LLC

Address: 2620 48th Ave W, Bradenton, FL 34207

Phone Number: 941-254-2595

Authorized Representative's Name: Dr. Oscar Hernandez

Authorized Representative's Title: Dentist

Email Address: info@parkwooddental.us

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Authorized Representative

CERTIFICATE OF LIABILITY INSURANCE

12/09/2025

PRODUCER/AGENT	
All South Professional Liability 9800 4th Street North Suite 400 St Petersburg, FL 33702 Phone: 800-913-9260 Fax:	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A: American Casualty Company of Reading, Pennsylvania
Oscar Hernandez, Jr., DMD, PA 2620 48 Ave West Bradenton, FL 34207	INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

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

INSRLTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY FFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCURRENCE ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	Not Included
					TENANTS' LEGAL LIABILITY	Not Included
					MED EXP (Any one person)	Not Included
					PERSONAL & ADV INJURY	Not Included
					GENERAL AGGREGATE	Not Included
					PRODUCTS – COMP/OP AGG	Not Included
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____				COMBINED SINGLE LIMIT (Each accident)	
					BODILY INJURY (Any one person)	Not Included
					BODILY INJURY (Per accident)	Not Included
					PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY ☐ ANY AUTO ☐ _____				AUTO ONLY–EACH ACCIDENT	
					EA ACC	
					OTHER THAN AUTO ONLY: AGG	
	EXCESS LIABILITY ☐ CLAIMS MADE ☐ OCCURRENCE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	
					AGGREGATE	
					/	/ / /
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				☐ WC STATUTORY ☐ OTHER	
					E.L. EACH ACCIDENT	
					E.L. DISEASE – EACH EMPLOYEE	
					E.L. DISEASE – POLICY LIMIT	
A	OTHER Med. Malpractice Retroactive Date:	DPA 0653251779 12/29/2006	12/06/2025	12/06/2026	Per Claim: Aggregate:	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Insured Dentist: See Attached Schedule

Retro Date: See Attached Schedule

Insured Location: See Attached Schedule

CERTIFICATE HOLDER	☐	**ADDITIONAL INSURED; INSURER LETTER: _____**	**CANCELLATION**

THIS CERTIFICATE IS PROVIDED AS PROOF THAT A POLICY OF INSURANCE IS OR HAS BEEN IN FORCE. IT IS NOT A GUARANTEE THAT THIS COVERAGE CONTINUES IN FORCE. FURTHERMORE, AS A CERTIFICATE HOLDER, YOU WILL NOT BE PROVIDED WITH NOTICE SHOULD THE INSURANCE COVERAGE DESCRIBED BE TERMINATED.

Jeri Valentine

All South Professional Liability

Dentist's Advantage

Detail by Entity Name

Florida Limited Liability Company
PARKWOOD DENTAL I, LLC

Filing Information

Document Number	L22000006217
FEI/EIN Number	92-1634030
Date Filed	12/28/2021
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	01/09/2023

Principal Address

2620 48TH AVENUE WEST
BRADENTON, FL 34207

Mailing Address

2620 48TH AVENUE WEST
BRADENTON, FL 34207

Registered Agent Name & Address

hernandez, jodie
802 11TH STREET WEST
BRADENTON, FL 34205

Name Changed: 01/09/2023

Authorized Person(s) Detail

Name & Address

Title MGR

HERNANDEZ, OSCAR, JR.
2620 48TH AVENUE WEST
BRADENTON, FL 34207

Annual Reports

Report Year	Filed Date
2023	01/09/2023
2024	04/29/2024
2025	04/25/2025

Document Images

04/25/2025 -- ANNUAL REPORT	View image in PDF format
04/29/2024 -- ANNUAL REPORT	View image in PDF format
01/09/2023 -- REINSTATEMENT	View image in PDF format
12/28/2021 -- Florida Limited Liability	View image in PDF format

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with RUBINO DENTAL, LLC

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and RUBINO DENTAL, LLC, a Florida (not for) profit corporation, (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that the students enrolled in any of the District's Health Science Programs at Manatee Technical College (College) are provided the opportunity and benefit of clinical experience provided by Affiliate (Experience) at any location of Affiliate (Locations).

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

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. **Educational Services and Coordinator:** District shall provide Affiliate with students enrolled in any of the District's Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (Students). District shall also provide the requisite instruction, supervision and guidance to Students as appropriate and required for the clinical phase of their respective program. District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the District (Coordinators). The Coordinators shall 1) make periodic visits to the Locations, 2) upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliate, 3) collaborate with assigned Affiliate personnel at the Locations to ensure that Students meet identified curriculum competencies. The Coordinators shall have the authority, after consultation with Affiliate's representative at the Location, to remove the Student from the Experience, if deemed appropriate at the Coordinator's sole discretion.

   B. **Patient Records:** The District shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliate or any applicable Payor. All such records shall be delivered to and maintained by District and in accordance with its policies and procedures. The District shall ensure that its personnel and Students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. Personnel of Affiliate will recognize Students as participants in the Experience, and will be willing to cooperate as appropriate to make arrangements for teaching situations for Students that will contribute to their growth and development of skills.

B. Affiliate shall certify to the District that it is licensed and fully accredited by an appropriate accrediting body and that the individuals responsible for direction of Students are licensed/certified in the State of Florida.

C. Affiliate shall not compensate Students for their participation in the Experience.

D. Affiliate shall provide adequate time for orientation of Students to the Location(s).

E. Affiliate shall ensure that Students, when participating in the Experience at any Affiliate Location, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

F. Affiliate shall ensure that all assignments for Students at Locations shall comply with the applicable prevailing professional standards of care and that all applicable state statutes, ratios, guidelines shall be followed by Affiliate.

G. Affiliate shall, at the end of the Experience for each of the Students, complete an evaluation for each individual student in terms of their personal abilities, knowledge and performance of skills. The evaluation report will be developed, in collaboration with the Coordinator, by an employee designated by Affiliate who has direct knowledge of the student's performance in the area in which the student gains experience.

H. Affiliate shall provide Students with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Assistant Director of the College and the Coordinator. Affiliate shall not be responsible for notifying the appropriate emergency contact for Students; all responsibility to notify appropriate emergency contacts for Students shall fall upon the District and specifically the Coordinator.

I. Affiliate and District agree that Students will be subject to the rules and regulations of Affiliate. Affiliate shall have the right to discontinue the training of any Students at its Locations, upon consultation with the Coordinator.

J. Affiliate and District agree that Students may be scheduled for assignment during regular operating hours of Affiliate.

K. Affiliate accepts ultimate responsibility for the quality of patient care.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the Experience, plus any equipment, expendable supplies and services necessary for the proper operation of the Experience. In connection with the foregoing, Affiliate shall be responsible for compliance by its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **PROVISION OF EDUCATIONAL EXPERIENCE:** Affiliate shall, as a part of and in furtherance of the Experience, provide the following:

   A. Observational educational and practice experiences in the patient units and clinics and in other departments.

   B. Orientation of the Students and District personnel to the Locations, physical facilities, policies, and procedures of Affiliate and Locations, as required.

   C. Use and/or patronage of any Affiliate cafeterias or similar areas at Locations by Students and District personnel, if available, at the sole cost and expense of the user/patron.

   D. Proof acceptable to the District that Locations and facilities of Affiliate are properly licensed and fully accredited by the appropriate accrediting body and that the individuals responsible for directing Students are properly licensed in the State of Florida.

5. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

6. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and Students to report any incident/injury that occurs during the Experience or that is witnessed as having occurred at any Location of Affiliate. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The District shall be responsible for compliance by the District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in Exhibit A and shall require their respective personnel and Students to comply with same.

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

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

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. **TERM; EXTENSION; TERMINATION:**
   A. Term and Extension: This Agreement shall be in effect for a period of three school years commencing on the date of execution by all parties and terminating on June

30, 2029. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2029.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to Affiliate or recoveries by District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

10. **MISCELLANEOUS PROVISIONS:**

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

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

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

G. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

H. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

I. Sovereign Immunity: Affiliate acknowledges and agrees that District does not waive its immunity and nothing herein, including the naming of District as an additional insured, shall be interpreted or deemed as a waiver of District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by District

J. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

K. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Affiliate's employees and employees of Affiliate's

subcontractors.

L. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

M. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this Agreement for convenience upon written notice.

N. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

O. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ‘‘Debarment and Suspension.’’ SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

P. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

i. Keep and maintain public records required by District to perform pursuant to the Agreement.

ii. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise

provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Affiliate does not transfer the records to District.

iv. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Affiliate or keep and maintain public records required by District to perform the service. If Affiliate transfers all public records to District upon completion of this Agreement, Affiliate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Affiliate keeps and maintains public records upon completion of this Agreement, Affiliate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

Q. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

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

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

U. Possession of Firearms: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Affiliate, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Affiliate and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

V. Criminal Acts: Employment and performing work relative to the Agreement by Affiliate, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Affiliate agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Affiliate does not comply with this provision.

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

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

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

IN WITNESS WHEREOF RUBINO DENTAL, LLC and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 3/30/26

By: _____

(Affiliate Authorized Signature)

Title: Dr. Ryan Rubino

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

Dr. Laurie Breslin
SUPERINTENDENT
** * **
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Cindy Spray, CHAIR**
Richard Tatem, Vice Chair
Chad Choate III
Heather Felton
Charlie Kennedy

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Rubino Dental, LLC

Address: 1906-G 59th Street West, Bradenton, FL 34209; 8614 SR 70 East #103, Bradenton, FL 34202; 12355 US 301 Suite 104, Parrish, FL 34219

Phone Number: 941-209-5052; 941-201-3055; 813-331-5845

Authorized Representative's Name: Dr. Tyler Rubino; Dr. Ryan Rubino

Authorized Representative's Title: Dentists

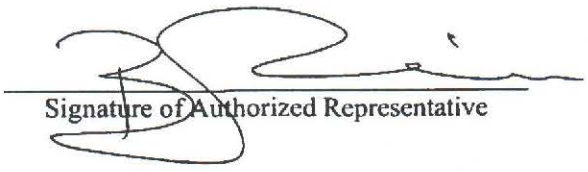
Email Address: trubino@bradentonperio.com; trubino100@aol.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.



Signature of Authorized Representative

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/2/2026

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 Boyd Insurance & Investment Services, Inc. 717 Manatee Avenue West #300 Bradenton FL 34205	**CONTACT NAME:** Summer Clifton **PHONE (A/C, No, Ext):** 941-745-8300 **FAX (A/C, No):** 941-782-6293 **E-MAIL ADDRESS:** summerc@boydinsurance.com
INSURED RUBINDE-01 Rubino Dental LLC 1906 59th St W Ste G Bradenton FL 34209	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Midvale Indemnity Company / 27138 **INSURER B :** Zenith Insurance Company / 13269 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 961917456 **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: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		BP00076193	1/24/2026	1/24/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Z141584403	12/15/2025	12/15/2026	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

Manatee County School Board
215 Manatee Ave W
Bradenton FL 34205

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Detail by Entity Name

Florida Limited Liability Company
RUBINO DENTAL, LLC

Filing Information

Document Number	L21000102662
FEI/EIN Number	86-3172454
Date Filed	03/11/2021
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	12/20/2022

Principal Address

1906 - G 59TH STREET WEST
BRADENTON, FL 34209

Mailing Address

1906 - G 59TH STREET WEST
BRADENTON, FL 34209

Registered Agent Name & Address

HENDRICKSON, ROBERT W, III
601 12TH STREET WEST
BRADENTON, FL 34205-7414

Name Changed: 12/20/2022

Authorized Person(s) Detail

Name & Address

Title MGR

RUBINO, Tyler T.
1906 - G 59TH STREET WEST
BRADENTON, FL 34209

Title MGR

RUBINO, RYAN T

1906 - G 59TH STREET WEST
BRADENTON, FL 34209

Annual Reports

Report Year	Filed Date
2024	01/03/2024
2025	03/16/2025
2026	01/29/2026

Document Images

01/29/2026 -- ANNUAL REPORT	View image in PDF format
03/16/2025 -- ANNUAL REPORT	View image in PDF format
01/03/2024 -- ANNUAL REPORT	View image in PDF format
01/23/2023 -- ANNUAL REPORT	View image in PDF format
12/20/2022 -- REINSTATEMENT	View image in PDF format
03/12/2021 -- Florida Limited Liability	View image in PDF format

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Victor Chan DMD, MS, PLLC (DBA Above & Beyond Orthodontics, PA)

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and **Victor Chan DMD, MS, PLLC (DBA Above & Beyond Orthodontics, PA)**, a Florida Limited Liability Company, (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that the students enrolled in any of the District's Health Science Programs at Manatee Technical College (College) are provided the opportunity and benefit of clinical experience provided by Affiliate (Experience) at any location of Affiliate (Locations).

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

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. **Educational Services and Coordinator:** District shall provide Affiliate with students enrolled in any of the District's Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (Students). District shall also provide the requisite instruction, supervision and guidance to Students as appropriate and required for the clinical phase of their respective program. District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the District (Coordinators). The Coordinators shall 1) make periodic visits to the Locations, 2) upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliate, 3) collaborate with assigned Affiliate personnel at the Locations to ensure that Students meet identified curriculum competencies. The Coordinators shall have the authority, after consultation with Affiliate's representative at the Location, to remove the Student from the Experience, if deemed appropriate at the Coordinator's sole discretion.

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

applicable laws and regulations.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. Personnel of Affiliate will recognize Students as participants in the Experience, and will be willing to cooperate as appropriate to make arrangements for teaching situations for Students that will contribute to their growth and development of skills.

B. Affiliate shall certify to the District that it is licensed and fully accredited by an appropriate accrediting body and that the individuals responsible for direction of Students are licensed/certified in the State of Florida.

C. Affiliate shall not compensate Students for their participation in the Experience.

D. Affiliate shall provide adequate time for orientation of Students to the Location(s).

E. Affiliate shall ensure that Students, when participating in the Experience at any Affiliate Location, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

F. Affiliate shall ensure that all assignments for Students at Locations shall comply with the applicable prevailing professional standards of care and that all applicable state statutes, ratios, guidelines shall be followed by Affiliate.

G. Affiliate shall, at the end of the Experience for each of the Students, complete an evaluation for each individual student in terms of their personal abilities, knowledge and performance of skills. The evaluation report will be developed, in collaboration with the Coordinator, by an employee designated by Affiliate who has direct knowledge of the student's performance in the area in which the student gains experience.

H. Affiliate shall provide Students with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Assistant Director of the College and the Coordinator. Affiliate shall not be responsible for notifying the appropriate emergency contact for Students; all responsibility to notify appropriate emergency contacts for Students shall fall upon the District and specifically the Coordinator.

I. Affiliate and District agree that Students will be subject to the rules and regulations of Affiliate. Affiliate shall have the right to discontinue the training of any Students at its Locations, upon consultation with the Coordinator.

J. Affiliate and District agree that Students may be scheduled for assignment during regular operating hours of Affiliate.

K. Affiliate accepts ultimate responsibility for the quality of patient care.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the Experience, plus any equipment, expendable supplies and services necessary for the proper operation of the Experience. In connection with the foregoing, Affiliate shall be responsible for compliance by its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **PROVISION OF EDUCATIONAL EXPERIENCE:** Affiliate shall, as a part of and in furtherance of the Experience, provide the following:

   A. Observational educational and practice experiences in the patient units and clinics and in other departments.

   B. Orientation of the Students and District personnel to the Locations, physical facilities, policies, and procedures of Affiliate and Locations, as required.

   C. Use and/or patronage of any Affiliate cafeterias or similar areas at Locations by Students and District personnel, if available, at the sole cost and expense of the user/patron.

   D. Proof acceptable to the District that Locations and facilities of Affiliate are properly licensed and fully accredited by the appropriate accrediting body and that the individuals responsible for directing Students are properly licensed in the State of Florida.

5. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

6. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and Students to report any incident/injury that occurs during the Experience or that is witnessed as having occurred at any Location of Affiliate. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The District shall be responsible for compliance by the District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in Exhibit A and shall require their respective personnel and Students to comply with same.

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

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

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. **TERM; EXTENSION; TERMINATION:**

   A. Term and Extension: This Agreement shall be in effect for a period of three school

years commencing on the date of execution by all parties and terminating on June 30, 2029. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2029.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to Affiliate or recoveries by District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

10. **MISCELLANEOUS PROVISIONS:**

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

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

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

G. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their

employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

H. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

I. Sovereign Immunity: Affiliate acknowledges and agrees that District does not waive its immunity and nothing herein, including the naming of District as an additional insured, shall be interpreted or deemed as a waiver of District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by District

J. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

K. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in

District policies, will apply to Affiliate's employees and employees of Affiliate's subcontractors.

L. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

M. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this Agreement for convenience upon written notice.

N. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

O. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

P. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

i. Keep and maintain public records required by District to perform pursuant to the Agreement.

ii. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not

exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Affiliate does not transfer the records to District.

iv. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Affiliate or keep and maintain public records required by District to perform the service. If Affiliate transfers all public records to District upon completion of this Agreement, Affiliate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Affiliate keeps and maintains public records upon completion of this Agreement, Affiliate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

Q. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

other ordinances in the performance of this Agreement.

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

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

U. Possession of Firearms: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Affiliate, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Affiliate and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

V. Criminal Acts: Employment and performing work relative to the Agreement by Affiliate, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Affiliate agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Affiliate does not comply with this provision.

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

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

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

IN WITNESS WHEREOF, Victor Chan DMD, MS, PLLC (DBA Above & Beyond Orthodontics, PA) and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 4/6/26

By: _____

(Affiliate Authorized Signature)

Title: Manager

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

Dr. Laurie Breslin
SUPERINTENDENT
** * **
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Cindy Spray, CHAIR**
Richard Tatem, Vice Chair
Chad Choate III
Heather Felton
Charlie Kennedy

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Victor Chan DMD, MS, PLLC (DBA Above & Beyond Orthodontics, PA)

Address: 3982 Bee Ridge Road Bldg H, Unit B

Phone Number: 941-927-8395

Authorized Representative's Name: Dr. Victor Chan, DMD, MS, PLLC; Ahna Clark

Authorized Representative's Title: Dentist; Treatment Coordinator

Email Address: info@sarasotabraces.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Authorized Representative

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2025

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: FDA SERVICES INC	
FDA SERVICES INC 545 JOHN KNOX ROAD STE 201 TALLAHASSEE FL 32303	PHONE (A/C, No, Ext): 850-681-2996	FAX (A/C, No):
	E-MAIL ADDRESS: carrie.millar@fdaservices.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Midvale Indemnity Company	27138
INSURED Victor Chan DMD MS PLLC 3982 Bee Ridge Rd Bldg H, Unit B Sarasota FL 34233	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES — CERTIFICATE NUMBER: 30206114896091 — 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	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	BP00062455	12/01/2025	12/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $50,000 $10,000 $2,000,000 $4,000,000 $4,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECU-TIVE 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	
	PROFESSIONAL LIABILITY						OCCURRENCE AGGREGATE	

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

CERTIFICATE HOLDER	CANCELLATION
VICTOR CHAN DMD MS PLLC 3982 BEE RIDGE RD BLDG H, UNIT B SARASOTA FL 34233	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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Detail by Entity Name

Florida Limited Liability Company
VICTOR CHAN DMD, MS PLLC

Filing Information

Document Number	L24000150327
FEI/EIN Number	99-2279335
Date Filed	03/28/2024
Effective Date	04/01/2024
State	FL
Status	ACTIVE

Principal Address

3982 Bee Ridge Rd
Bldg H, Unit B
SARASOTA, FL 34233

Changed: 11/25/2024

Mailing Address

3982 Bee Ridge Rd
Bldg H, Unit B
SARASOTA, FL 34233

Changed: 11/25/2024

Registered Agent Name & Address

CHAN, VICTOR C
3982 Bee Ridge Rd
Bldg H, Unit B
SARASOTA, FL 34233

Address Changed: 01/06/2026

Authorized Person(s) Detail

Name & Address

Title MGR

CHAN, VICTOR C

3982 Bee Ridge Rd
Bldg H, Unit B
SARASOTA, FL 34233

Annual Reports

Report Year	Filed Date
2025	02/11/2025
2026	01/06/2026

Document Images

01/06/2026 -- ANNUAL REPORT	View image in PDF format
02/11/2025 -- ANNUAL REPORT	View image in PDF format
03/28/2024 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name

Florida Profit Corporation
ABOVE & BEYOND ORTHODONTICS, P.A.

Filing Information

Document Number	P05000146650
FEI/EIN Number	20-3723949
Date Filed	11/01/2005
State	FL
Status	ACTIVE

Principal Address

2806 Dick Wilson Dr.
SARASOTA, FL 34240

Changed: 04/02/2024

Mailing Address

2806 Dick Wilson Dr.
SARASOTA, FL 34240

Changed: 04/02/2024

Registered Agent Name & Address

PAZULSKI, FRANK J
2806 DICK WILSON DR.
SARASOTA, FL 34240

Name Changed: 04/17/2009

Address Changed: 04/17/2009

Officer/Director Detail

Name & Address

Title DR.

PAZULSKI, FRANK J..
2806 Dick Wilson Dr.
SARASOTA, FL 34240

Annual Reports

Report Year	Filed Date
2023	03/08/2023
2024	04/02/2024
2025	04/08/2025

Document Images

04/08/2025 -- ANNUAL REPORT	View image in PDF format
04/02/2024 -- ANNUAL REPORT	View image in PDF format
03/08/2023 -- ANNUAL REPORT	View image in PDF format
03/07/2022 -- ANNUAL REPORT	View image in PDF format
04/20/2021 -- ANNUAL REPORT	View image in PDF format
06/09/2020 -- ANNUAL REPORT	View image in PDF format
04/09/2019 -- ANNUAL REPORT	View image in PDF format
04/11/2018 -- ANNUAL REPORT	View image in PDF format
02/13/2017 -- ANNUAL REPORT	View image in PDF format
03/31/2016 -- ANNUAL REPORT	View image in PDF format
03/03/2015 -- ANNUAL REPORT	View image in PDF format
04/10/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
04/24/2012 -- ANNUAL REPORT	View image in PDF format
04/20/2011 -- ANNUAL REPORT	View image in PDF format
04/13/2010 -- ANNUAL REPORT	View image in PDF format
04/17/2009 -- ANNUAL REPORT	View image in PDF format
04/23/2008 -- ANNUAL REPORT	View image in PDF format
04/22/2007 -- ANNUAL REPORT	View image in PDF format
03/31/2006 -- ANNUAL REPORT	View image in PDF format
11/01/2005 -- Domestic Profit	View image in PDF format

AGENDA ITEM NO. 11.9

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the New Agreements Between the School District of Manatee County and O'Brien Smiles and Venetian Dental for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2026-2029 School Years (No Financial Impact)

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

In order for the students to participate in this type of clinical or on-the-job experience, it is necessary for the participating offices 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 valuable hands-on learning experience, but also placements resulting in permanent jobs for the students after they finish their training.

A copy of the agreements are attached for review.

Clinical Providers for Dental Assisting:
- O'Brien Smiles
- Venetian Dental

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 agreements between the School District of Manatee County and O'Brien Smiles and Venetian Dental for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2026-2029 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:
Clinical Experience Agreement with O'Brien Smiles, Board Date 05.12.2026
Clinical Experience Agreement with Venetian Dental, Board Date 05.12.2026

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with O'BRIEN SMILES

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and O'BRIEN SMILES a Florida Limited Liability Company, (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that the students enrolled in any of the District's Health Science Programs at Manatee Technical College (College) are provided the opportunity and benefit of clinical experience provided by Affiliate (Experience) at any location of Affiliate (Locations).

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

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. **Educational Services and Coordinator:** District shall provide Affiliate with students enrolled in any of the District's Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (Students). District shall also provide the requisite instruction, supervision and guidance to Students as appropriate and required for the clinical phase of their respective program. District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the District (Coordinators). The Coordinators shall 1) make periodic visits to the Locations, 2) upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliate, 3) collaborate with assigned Affiliate personnel at the Locations to ensure that Students meet identified curriculum competencies. The Coordinators shall have the authority, after consultation with Affiliate's representative at the Location, to remove the Student from the Experience, if deemed appropriate at the Coordinator's sole discretion.

   B. **Patient Records:** The District shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliate or any applicable Payor. All such records shall be delivered to and maintained by District and in accordance with its policies and procedures. The District shall ensure that its personnel and Students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. Personnel of Affiliate will recognize Students as participants in the Experience, and will be willing to cooperate as appropriate to make arrangements for teaching situations for Students that will contribute to their growth and development of skills.

B. Affiliate shall certify to the District that it is licensed and fully accredited by an appropriate accrediting body and that the individuals responsible for direction of Students are licensed/certified in the State of Florida.

C. Affiliate shall not compensate Students for their participation in the Experience.

D. Affiliate shall provide adequate time for orientation of Students to the Location(s).

E. Affiliate shall ensure that Students, when participating in the Experience at any Affiliate Location, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

F. Affiliate shall ensure that all assignments for Students at Locations shall comply with the applicable prevailing professional standards of care and that all applicable state statutes, ratios, guidelines shall be followed by Affiliate.

G. Affiliate shall, at the end of the Experience for each of the Students, complete an evaluation for each individual student in terms of their personal abilities, knowledge and performance of skills. The evaluation report will be developed, in collaboration with the Coordinator, by an employee designated by Affiliate who has direct knowledge of the student's performance in the area in which the student gains experience.

H. Affiliate shall provide Students with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Assistant Director of the College and the Coordinator. Affiliate shall not be responsible for notifying the appropriate emergency contact for Students; all responsibility to notify appropriate emergency contacts for Students shall fall upon the District and specifically the Coordinator.

I. Affiliate and District agree that Students will be subject to the rules and regulations of Affiliate. Affiliate shall have the right to discontinue the training of any Students at its Locations, upon consultation with the Coordinator.

J. Affiliate and District agree that Students may be scheduled for assignment during regular operating hours of Affiliate.

K. Affiliate accepts ultimate responsibility for the quality of patient care.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the Experience, plus any equipment, expendable supplies and services necessary for the proper operation of the Experience. In connection with the foregoing, Affiliate shall be responsible for compliance by its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **PROVISION OF EDUCATIONAL EXPERIENCE:** Affiliate shall, as a part of and in furtherance of the Experience, provide the following:

   A. Observational educational and practice experiences in the patient units and clinics and in other departments.

   B. Orientation of the Students and District personnel to the Locations, physical facilities, policies, and procedures of Affiliate and Locations, as required.

   C. Use and/or patronage of any Affiliate cafeterias or similar areas at Locations by Students and District personnel, if available, at the sole cost and expense of the user/patron.

   D. Proof acceptable to the District that Locations and facilities of Affiliate are properly licensed and fully accredited by the appropriate accrediting body and that the individuals responsible for directing Students are properly licensed in the State of Florida.

5. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

6. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and Students to report any incident/injury that occurs during the Experience or that is witnessed as having occurred at any Location of Affiliate. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The District shall be responsible for compliance by the District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in Exhibit A and shall require their respective personnel and Students to comply with same.

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

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

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. **TERM; EXTENSION; TERMINATION:**
   A. Term and Extension: This Agreement shall be in effect for a period of three school years commencing on the date of execution by all parties and terminating on June

30, 2029. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2029.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to Affiliate or recoveries by District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

10. **MISCELLANEOUS PROVISIONS:**

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

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

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

G. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

H. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

I. Sovereign Immunity: Affiliate acknowledges and agrees that District does not waive its immunity and nothing herein, including the naming of District as an additional insured, shall be interpreted or deemed as a waiver of District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by District

J. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

K. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Affiliate's employees and employees of Affiliate's

subcontractors.

L. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

M. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this Agreement for convenience upon written notice.

N. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

O. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ‘‘Debarment and Suspension.’’ SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

P. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

    i. Keep and maintain public records required by District to perform pursuant to the Agreement.

    ii. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise

provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Affiliate does not transfer the records to District.

iv. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Affiliate or keep and maintain public records required by District to perform the service. If Affiliate transfers all public records to District upon completion of this Agreement, Affiliate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Affiliate keeps and maintains public records upon completion of this Agreement, Affiliate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

Q. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

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

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

U. Possession of Firearms: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Affiliate, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Affiliate and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

V. Criminal Acts: Employment and performing work relative to the Agreement by Affiliate, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Affiliate agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Affiliate does not comply with this provision.

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

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

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

IN WITNESS WHEREOF, O'BRIEN SMILES and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By: _____

Superintendent, School District of Manatee County

Date_____ By: _____

Chair, School Board of Manatee County

Date_____ By: _____

General Counsel

Date 3-31-26 By: _____

(Affiliate Authorized Signature)

Title: PRESIDENT

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

Dr. Laurie Breslin
SUPERINTENDENT
** * **
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Cindy Spray, CHAIR**
Richard Tatem, Vice Chair
Chad Choate III
Heather Felton
Charlie Kennedy

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: O'Brien Smiles

Address: 8936 77th Terrace E #10, Bradenton, FL 34202

Phone Number: 941-373-3904

Authorized Representative's Name: Nicole

Authorized Representative's Title: Office Manager

Email Address: office@lwrdentalcare.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

A O'Brien DMD

Signature of Authorized Representative

THE DOCTORS COMPANY

40.0948940 - 0439223

CERTIFICATE OF INSURANCE	Issue Date: **04/07/2025**
Effective Date: **06/08/2025**	**A Claims-Made Professional Liability Policy**
First Named Insured: **Allison L O'Brien DMD** **8936 77th Terrace East, Unit 103** **Lakewood Ranch, FL 34202**	**IMPORTANT NOTICE:** This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Insured: **Allison L O'Brien DMD**	
Specialty: **DDS01 - General Dentist**	
Policy Number:	Policy Period:
0948940	**From: 06/08/2025 To: 06/08/2026**
Retroactive Date:	Departure Period:
06/08/2009	**From: N/A To: N/A**
The Insured above is: ☒ A Named Insured ☐ A Locum Tenens ☐ An Additional Insured	Agency and Address: **FDA Services, Inc.** **545 John Knox Rd, Ste. 201** **Tallahassee, FL 32303** **(800)877-7597**

LIMITS OF LIABILITY

Claim Limit:	**$1,500,000**
Aggregate Limit:	**$4,500,000**

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

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

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

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

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

Detail by Entity Name

Florida Limited Liability Company
O'BRIEN SMILES, PLLC

Filing Information

Document Number	L09000092921
FEI/EIN Number	27-1135326
Date Filed	09/25/2009
State	FL
Status	ACTIVE

Principal Address

8936 77th Terrace East, Suite 103
Lakewood Ranch, FL 34202

Changed: 09/25/2018

Mailing Address

429 WHISTLER GLEN
Bradenton, FL 34212

Changed: 05/21/2025

Registered Agent Name & Address

O'BRIEN, ALLISON L
8936 77th Terrace East, Suite 103
103
Bradenton, FL 34202

Address Changed: 09/25/2018

Authorized Person(s) Detail

Name & Address

Title MGRM

O'BRIEN, ALLISON L
8936 77th Terrace East, Suite 103
103
Bradenton, FL 34202

Annual Reports

Report Year	Filed Date
2024	03/04/2024
2025	03/10/2025
2026	01/31/2026

Document Images

01/31/2026 -- ANNUAL REPORT	View image in PDF format
03/10/2025 -- ANNUAL REPORT	View image in PDF format
03/04/2024 -- ANNUAL REPORT	View image in PDF format
01/23/2023 -- ANNUAL REPORT	View image in PDF format
01/27/2022 -- ANNUAL REPORT	View image in PDF format
07/27/2021 -- ANNUAL REPORT	View image in PDF format
06/08/2020 -- ANNUAL REPORT	View image in PDF format
04/21/2019 -- ANNUAL REPORT	View image in PDF format
09/25/2018 -- ANNUAL REPORT	View image in PDF format
04/05/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
03/18/2015 -- ANNUAL REPORT	View image in PDF format
03/19/2014 -- ANNUAL REPORT	View image in PDF format
04/03/2013 -- ANNUAL REPORT	View image in PDF format
04/10/2012 -- ANNUAL REPORT	View image in PDF format
02/16/2011 -- ANNUAL REPORT	View image in PDF format
04/18/2010 -- ANNUAL REPORT	View image in PDF format
09/25/2009 -- Florida Limited Liability	View image in PDF format

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with VENETIAN DENTAL

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and VENETIAN DENTAL.

WHEREAS, it is of mutual interest and benefit to District and Affiliate that the students enrolled in any of the District's Health Science Programs at Manatee Technical College (College) are provided the opportunity and benefit of clinical experience provided by Affiliate (Experience) at any location of Affiliate (Locations).

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

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. **Educational Services and Coordinator:** District shall provide Affiliate with students enrolled in any of the District's Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (Students). District shall also provide the requisite instruction, supervision and guidance to Students as appropriate and required for the clinical phase of their respective program. District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the District (Coordinators). The Coordinators shall 1) make periodic visits to the Locations, 2) upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliate, 3) collaborate with assigned Affiliate personnel at the Locations to ensure that Students meet identified curriculum competencies. The Coordinators shall have the authority, after consultation with Affiliate's representative at the Location, to remove the Student from the Experience, if deemed appropriate at the Coordinator's sole discretion.

   B. **Patient Records:** The District shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliate or any applicable Payor. All such records shall be delivered to and maintained by District and in accordance with its policies and procedures. The District shall ensure that its personnel and Students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. Personnel of Affiliate will recognize Students as participants in the Experience, and will be willing to cooperate as appropriate to make arrangements for teaching situations for Students that will contribute to their growth and development of skills.

B. Affiliate shall certify to the District that it is licensed and fully accredited by an appropriate accrediting body and that the individuals responsible for direction of Students are licensed/certified in the State of Florida.

C. Affiliate shall not compensate Students for their participation in the Experience.

D. Affiliate shall provide adequate time for orientation of Students to the Location(s).

E. Affiliate shall ensure that Students, when participating in the Experience at any Affiliate Location, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

F. Affiliate shall ensure that all assignments for Students at Locations shall comply with the applicable prevailing professional standards of care and that all applicable state statutes, ratios, guidelines shall be followed by Affiliate.

G. Affiliate shall, at the end of the Experience for each of the Students, complete an evaluation for each individual student in terms of their personal abilities, knowledge and performance of skills. The evaluation report will be developed, in collaboration with the Coordinator, by an employee designated by Affiliate who has direct knowledge of the student's performance in the area in which the student gains experience.

H. Affiliate shall provide Students with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Assistant Director of the College and the Coordinator. Affiliate shall not be responsible for notifying the appropriate emergency contact for Students; all responsibility to notify appropriate emergency contacts for Students shall fall upon the District and specifically the Coordinator.

I. Affiliate and District agree that Students will be subject to the rules and regulations of Affiliate. Affiliate shall have the right to discontinue the training of any Students at its Locations, upon consultation with the Coordinator.

J. Affiliate and District agree that Students may be scheduled for assignment during regular operating hours of Affiliate.

K. Affiliate accepts ultimate responsibility for the quality of patient care.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the Experience, plus any equipment, expendable supplies and services necessary for the proper operation of the Experience. In connection with the foregoing, Affiliate shall be responsible for compliance by its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **PROVISION OF EDUCATIONAL EXPERIENCE:** Affiliate shall, as a part of and in furtherance of the Experience, provide the following:

   A. Observational educational and practice experiences in the patient units and clinics and in other departments.

   B. Orientation of the Students and District personnel to the Locations, physical facilities, policies, and procedures of Affiliate and Locations, as required.

   C. Use and/or patronage of any Affiliate cafeterias or similar areas at Locations by Students and District personnel, if available, at the sole cost and expense of the user/patron.

   D. Proof acceptable to the District that Locations and facilities of Affiliate are properly licensed and fully accredited by the appropriate accrediting body and that the individuals responsible for directing Students are properly licensed in the State of Florida.

5. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

6. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and Students to report any incident/injury that occurs during the Experience or that is witnessed as having occurred at any Location of Affiliate. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The District shall be responsible for compliance by the District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in Exhibit A and shall require their respective personnel and Students to comply with same.

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

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

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. **TERM; EXTENSION; TERMINATION:**
   A. Term and Extension: This Agreement shall be in effect for a period of three school years commencing on the date of execution by all parties and terminating on June

30, 2029. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2029.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to Affiliate or recoveries by District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

10. **MISCELLANEOUS PROVISIONS:**

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

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

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

G. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

H. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

I. Sovereign Immunity: Affiliate acknowledges and agrees that District does not waive its immunity and nothing herein, including the naming of District as an additional insured, shall be interpreted or deemed as a waiver of District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by District

J. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

K. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Affiliate's employees and employees of Affiliate's

subcontractors.

L. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

M. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this Agreement for convenience upon written notice.

N. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

O. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ‘‘Debarment and Suspension.’’ SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

P. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

    i. Keep and maintain public records required by District to perform pursuant to the Agreement.

    ii. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise

provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Affiliate does not transfer the records to District.

iv. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Affiliate or keep and maintain public records required by District to perform the service. If Affiliate transfers all public records to District upon completion of this Agreement, Affiliate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Affiliate keeps and maintains public records upon completion of this Agreement, Affiliate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

Q. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

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

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

U. Possession of Firearms: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Affiliate, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Affiliate and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

V. Criminal Acts: Employment and performing work relative to the Agreement by Affiliate, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Affiliate agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Affiliate does not comply with this provision.

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

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

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

IN WITNESS WHEREOF, VENETIAN DENTAL and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date April 2, 2026

By: Josh Barber

(Affiliate Authorized Signature)

Title: OC Manager

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County

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

Dr. Laurie Breslin
SUPERINTENDENT
** * **
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Cindy Spray, CHAIR**
Richard Tatem, Vice Chair
Chad Choate III
Heather Felton
Charlie Kennedy

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Venetian Dental

Address: 463 US HWY 41 Bypass S. Venice, FL 34285 (Osprey and Port Charlotte locations as well

Phone Number: 941-234-4455

Authorized Representative's Name: Dr. Alexander Gaukhman, DMD

Authorized Representative's Title: Dentist and Owner

Email Address: drgaukhman@venetiandentalcare.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

4-2-2026

Signature of Authorized Representative

Lexington Insurance Company
A stock company
1271 Ave of the Americas FL 37
New York, NY 10020-1304
(212) 770-7000

PROFESSIONAL LIABILITY COVERAGE PART
DENTISTS/ORAL SURGEONS CLAIMS-MADE

DECLARATIONS

NOTICE: YOUR PROFESSIONAL LIABILITY INSURANCE IS WRITTEN ON A CLAIMS-MADE AND REPORTED BASIS AND APPLIES ONLY TO CLAIMS MADE AGAINST AN INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

Policy Number	Policy Period From	Policy Period To	Coverage Is Provided By
066834623-00	**04/29/2025**	**04/29/2026**	Lexington Insurance Company

Named Insured and Address	National Administrator
Alexander A Gaukhman, DMD 463 US Highway 41 Bypass S Venice, FL 34285	**B&B Protector Plan, Inc. dba** **Professional Plan for Dentists** **655 N Franklin Street, Suite 1800** **Tampa,FL 33602**
	State Administrator **Professional Services Plans**

Limits of Liability		Coverage
$1,000,000	Each Claim	Professional Liability
$3,000,000	Aggregate	
Included		Personal Injury Liability & Advertising Injury Liability
$10,000	Each Person	First Aid
N/A	Each Claim	Employment Practices Liability Defense
N/A	Aggregate	

PRIOR ACTS DATE: 04/13/2015

$28,436.00 Policy Premium

Printed Endorsements Attached at Policy Issuance – See Attached Schedule of Endorsements

This policy shall not be valid unless countersigned by a duly authorized representative of the company.

President

Secretary

Countersigned By _____
Authorized Representative

Issue Date: 05/08/2025
New Business

©All rights reserved.

Previous on List Next on List Return to List

Fictitious Name Search
Submit

Filing History

Fictitious Name Detail

Fictitious Name

VENETIAN DENTAL

Filing Information

Registration Number	G05285900235
Status	ACTIVE
Filed Date	10/12/2005
Expiration Date	12/31/2030
Current Owners	1
County	SARASOTA
Total Pages	5
Events Filed	4
FEI/EIN Number	43-2089803

Mailing Address

463 US HIGHWAY 41 BYPASS SOUTH
VENICE, FL 34285

Owner Information

ALEXANDER A. GAUKHMAN, DMD, P.A.
463 US HIGHWAY 41 BYPASS SOUTH
VENICE, FL 34285
FEI/EIN Number: 43-2089803
Document Number: P05000129019

Document Images

10/12/2005 -- Fictitious Name Filing	View image in PDF format
02/05/2025 -- Fictitious Name Renewal Filing	View image in PDF format
11/14/2020 -- Fictitious Name Renewal Filing	View image in PDF format
10/14/2015 -- Fictitious Name Renewal Filing	View image in PDF format
06/15/2010 -- Fictitious Name Renewal Filing	View image in PDF format

AGENDA ITEM NO. 11.10

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the New Agreement Between the School District of Manatee County and Sarasota Arthritis Center for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2026-2029 School Years (No Financial Impact)

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

In order for the students to participate in this type of clinical or on-the-job experience, it is necessary for the participating office to sign an agreement with the School Board. The opportunity to receive this type of clinical experience is a great advantage to our students. Not only do they obtain 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: Sarasota Arthritis Center - Karyna Tran - Director of Human Resources.

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

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

Recommendation
The Superintendent recommends approval of the new agreement between the School District of Manatee County and Sarasota Arthritis Center for clinical experience for Manatee Technical College (MTC) Medical Assisting students for the 2026-2029 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:
Clinical Experience Agreement with Sarasota Arthritis Center, Board Date 05.12.2026

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Sarasota Arthritis Center

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Sarasota Arthritis Center, a Florida trademark corporation, (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that the students enrolled in any of the District's Health Science Programs at Manatee Technical College (College) are provided the opportunity and benefit of clinical experience provided by Affiliate (Experience) at any location of Affiliate (Locations).

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

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. **Educational Services and Coordinator:** District shall provide Affiliate with students enrolled in any of the District's Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (Students). District shall also provide the requisite instruction, supervision and guidance to Students as appropriate and required for the clinical phase of their respective program. District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the District (Coordinators). The Coordinators shall 1) make periodic visits to the Locations, 2) upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliate, 3) collaborate with assigned Affiliate personnel at the Locations to ensure that Students meet identified curriculum competencies. The Coordinators shall have the authority, after consultation with Affiliate's representative at the Location, to remove the Student from the Experience, if deemed appropriate at the Coordinator's sole discretion.

   B. **Patient Records:** The District shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliate or any applicable Payor. All such records shall be delivered to and maintained by District and in accordance with its policies and procedures. The District shall ensure that its personnel and Students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. Personnel of Affiliate will recognize Students as participants in the Experience, and will be willing to cooperate as appropriate to make arrangements for teaching situations for Students that will contribute to their growth and development of skills.

B. Affiliate shall certify to the District that it is licensed and fully accredited by an appropriate accrediting body and that the individuals responsible for direction of Students are licensed/certified in the State of Florida.

C. Affiliate shall not compensate Students for their participation in the Experience.

D. Affiliate shall provide adequate time for orientation of Students to the Location(s).

E. Affiliate shall ensure that Students, when participating in the Experience at any Affiliate Location, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

F. Affiliate shall ensure that all assignments for Students at Locations shall comply with the applicable prevailing professional standards of care and that all applicable state statutes, ratios, guidelines shall be followed by Affiliate.

G. Affiliate shall, at the end of the Experience for each of the Students, complete an evaluation for each individual student in terms of their personal abilities, knowledge and performance of skills. The evaluation report will be developed, in collaboration with the Coordinator, by an employee designated by Affiliate who has direct knowledge of the student's performance in the area in which the student gains experience.

H. Affiliate shall provide Students with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Assistant Director of the College and the Coordinator. Affiliate shall not be responsible for notifying the appropriate emergency contact for Students; all responsibility to notify appropriate emergency contacts for Students shall fall upon the District and specifically the Coordinator.

I. Affiliate and District agree that Students will be subject to the rules and regulations of Affiliate. Affiliate shall have the right to discontinue the training of any Students at its Locations, upon consultation with the Coordinator.

J. Affiliate and District agree that Students may be scheduled for assignment during regular operating hours of Affiliate.

K. Affiliate accepts ultimate responsibility for the quality of patient care.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the Experience, plus any equipment, expendable supplies and services necessary for the proper operation of the Experience. In connection with the foregoing, Affiliate shall be responsible for compliance by its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **PROVISION OF EDUCATIONAL EXPERIENCE:** Affiliate shall, as a part of and in furtherance of the Experience, provide the following:

   A. Observational educational and practice experiences in the patient units and clinics and in other departments.

   B. Orientation of the Students and District personnel to the Locations, physical facilities, policies, and procedures of Affiliate and Locations, as required.

   C. Use and/or patronage of any Affiliate cafeterias or similar areas at Locations by Students and District personnel, if available, at the sole cost and expense of the user/patron.

   D. Proof acceptable to the District that Locations and facilities of Affiliate are properly licensed and fully accredited by the appropriate accrediting body and that the individuals responsible for directing Students are properly licensed in the State of Florida.

5. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

6. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and Students to report any incident/injury that occurs during the Experience or that is witnessed as having occurred at any Location of Affiliate. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The District shall be responsible for compliance by the District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in Exhibit A and shall require their respective personnel and Students to comply with same.

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

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

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. **TERM; EXTENSION; TERMINATION:**

A. Term and Extension: This Agreement shall be in effect for a period of three school years commencing on the date of execution by all parties and terminating on June

30, 2029. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2029.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to Affiliate or recoveries by District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

10. **MISCELLANEOUS PROVISIONS:**

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

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

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

G. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

H. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

I. Sovereign Immunity: Affiliate acknowledges and agrees that District does not waive its immunity and nothing herein, including the naming of District as an additional insured, shall be interpreted or deemed as a waiver of District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by District

J. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

K. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Affiliate's employees and employees of Affiliate's

subcontractors.

L. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

M. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this Agreement for convenience upon written notice.

N. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

O. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

P. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

i. Keep and maintain public records required by District to perform pursuant to the Agreement.

ii. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise

provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Affiliate does not transfer the records to District.

iv. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Affiliate or keep and maintain public records required by District to perform the service. If Affiliate transfers all public records to District upon completion of this Agreement, Affiliate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Affiliate keeps and maintains public records upon completion of this Agreement, Affiliate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

Q. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

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

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

U. Possession of Firearms: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Affiliate, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Affiliate and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

V. Criminal Acts: Employment and performing work relative to the Agreement by Affiliate, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Affiliate agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Affiliate does not comply with this provision.

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

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

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

IN WITNESS WHEREOF, Sarasota Arthritis Center and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 4/14/2020

By: _____
(Affiliate Authorized Signature)

Title: Director of Human Resources

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County

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

Dr. Laurie Breslin
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Cindy Spray, CHAIR**
Richard Tatem, Vice Chair
Chad Choate III
Heather Felton
Charlie Kennedy

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. 11/20/25

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Sarasota Arthritis Center

Address: 1945 Versailles St. Sarasota, FL 34239

Phone Number: 941-365-0770

Authorized Representative's Name: Kanyna Tran

Authorized Representative's Title: Director of Human Resources

Email Address: kanyna@arthritiscenters.net

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School District of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Kanyna Tran

Signature of Authorized Representative

Client#: 2005380 SARASART

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/15/2026

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 USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: Cassidy McKoan PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL ADDRESS: cassidy.mckoan@usi.com
INSURED WEITZNER MD YONKER DO & KAINE MD PA DBA SARASOTA ARTHRITIS CENTER 1945 Versailles Street Sarasota, FL 34239	INSURER A : Hartford Underwriters Insurance Company — NAIC # 30104 INSURER B : Technology Insurance Company, Inc. — 42376 INSURER C : Travelers Casualty and Surety Company — 19038 INSURER D : Continental Casualty Company — 20443 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 INSR	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 LOC OTHER:			91SBMAX4AYH	06/15/2025	06/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			91SBMAX4AYH	06/15/2025	06/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			91SBMAX4AYH	06/15/2025	06/15/2026	EACH OCCURRENCE AGGREGATE $	$4,000,000 $4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC4720108	01/23/2026	01/23/2027	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Cyber Liab			107892809	06/15/2025	06/15/2026	$1,000,000/ 10,000 ret	
D	D&O			6052532207	06/15/2025	06/15/2026	$1,000,000/15,000 ret	
D	EPL			6052532207	06/15/2025	06/15/2026	$1,000,000/35,000 ret	

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

CERTIFICATE HOLDER

Manatee Technical College
East Campus
5540 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Detail by Entity Name

Trademark
SARASOTA ARTHRITIS CENTER

Filing Information

Document Number	T08000000436
Date Filed	04/11/2008
Expiration Date	04/11/2028
Last Event	RENEWAL
Event Date Filed	11/08/2022
Event Effective Date	NONE
First Used in Florida	07/01/1982
First Used Anywhere	07/01/1982
Status	ACTIVE

Mark Used In Connection With
MEDICAL SERVICES, INCLUDING DIAGNOSIS AND TREATMENT OF ARTHRITIS, REHEUMATIC, CONNECTIVE TISSUE DISEASES, AND OSTEOPOROSIS
Disclaimer For
"SARASOTA" "ARTHRITIS"

Owners

Name & Address

WEITZNER, M.D., YONKER, D.O. AND KAINE, MD
1945 VERSAILLES STREET, 2ND FLOOR
SARASOTA, FL 34236

Type/Class

SM-00440000 00000000000 00000000000 00000000000
00000000000 00000000000 00000000000 00000000000
00000000000 00000000000 00000000000 00000000000
00000000000 00000000000 00000000000 00000000000
00000000000 00000000000 00000000000 00000000000

Cross Reference

No Cross Reference

Document Images

11/08/2022 -- Trademark/Renewal View image in PDF format

10/19/2017 -- Trademark/Renewal	View image in PDF format
02/12/2013 -- Trademark/Renewal	View image in PDF format
04/11/2008 -- Trademark	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM NO. 11.11

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Apply, Accept and Expend the Voluntary Prekindergarten (VPK) Summer Bridge Program in the Amount of $58,416.66 (Incoming State Grant Funds)

Executive Summary
The Florida Department of Education has determined that the School District of Manatee County is eligible to receive funding in the amount of $58,416.66. VPK Summer Bridge Program funding provides early literacy skill instructional support the summer before participating in kindergarten to VPK children who scored below the 25th percentile on the final administration of the coordinated screening and progress monitoring (PM3) or who had a non-participation status of “assessment inappropriate,” “failed practice,” or “non-English speaker” pursuant to Rule 6A-6.0530, Florida Administrative Code (F.A.C.).

This grant is pending School Board approval. If not approved by the School Board, the application will be withdrawn.

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

Ready To Learn | Goal 1
Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs

Recommendation
The Superintendent recommends approval to apply, accept and expend the Voluntary Prekindergarten (VPK) Summer Bridge Program in the amount of $58,416.66 (Incoming State Grant Funds).

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

Contact
Submitting Department: Federal Programs and Grants
Initiated by: Latrina Singleton

Attachments:
2026 VPK Summer Bridge Program

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

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

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

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

Certification:

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

School District of Mantee County	410	Dr. Laurie Breslin
Typed Agency Name	Agency Number	Typed Name and Title of Authorized Official (Agency Head)

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

Laurie Breslin (Apr 14, 2026 14:28:09 EDT)	04/14/2026	941-708-8770
Signature (must be original)	Date	Area Code/Telephone Number

Voluntary Prekindergarten (VPK) Summer Bridge Program Assurances

PROGRAMMATIC, FISCAL, AND REPORTING ASSURANCES

The [Superintendent, or his/her authorized representative] assures the following to meet requirements set forth in Rule 6A-6.0530, Florida Administrative Code, Summer Bridge Program:

Assurance 1, Target Population: Describe how the district will provide services to VPK students who scored below the 10th percentile on the final administration of the coordinated screening and progress monitoring (PM 3) or who had a non-participation status of "assessment inappropriate," "failed practice," or "non-English speaker."

Assurance 2, Instructional Personnel: Describe how the district will ensure that personnel providing the Summer Bridge Program meet the school year or summer prekindergarten instructor qualifications or hold a valid active Florida educator certificate in either Elementary Education K-6, Pre-Kindergarten/Primary Education PK-3, or Preschool Education Birth-Age 4.

Assurance 3, Instructional Requirements: Describe how the district will:

- Provide four (4) hours of instruction per day for a minimum of 100 hours total;
- Be aligned with the Florida Early Learning and Developmental Standards: 4 Years Old to Kindergarten, with an emphasis on emergent literacy instruction grounded in the science of reading; and
- Be delivered face-to-face in a prekindergarten or kindergarten classroom in an elementary school setting with a maximum of 1:12 instructor-student ratio.

Assurance 4, School District Requirements: Describe how the district will:

- Enroll eligible students who meet district registration requirements; and
- Keep a daily record of a student's attendance in the program.

Assurance 5, Parent Communication Plan: Describe how the district will develop and implement a communication plan to provide parental notification that the enrolled student is eligible to participate in the New Worlds Reading Initiative.

Assurance 6, Annual Reporting: Describe how the district will annually report in the designated format to the Department no later than October 1, 2026, on the following:

- The student's name;
- The student's FLEID;
- The number of Summer Bridge Program instructional days the student attended; and
- The total number of students served by the school district in the Summer Bridge Program.

Superintendent or Authorized Representative (Printed Name):

Signature: Laurie Breslin (Apr 14, 2026 14:28:09 EDT)	Date: 04/14/2026

Florida Department of Education Project Application

A) Program Name:
Voluntary Prekindergarten (VPK) Summer Bridge Program

DOE USE ONLY
(Date Received)

TAPS NUMBER:
26A482

B) Name and Physical/Facility Address of Eligible Applicant:
School Board of Manatee County, FL
215 Manatee Avenue West
Bradenton, Florida 34205-8840

Project Number (DOE Assigned):

C) Total Funds Requested:

$58,416.66

DOE USE ONLY
Total Approved Project:

D) Applicant Contact & Business Information

Program Contacts' Name: Latrina Singleton, Director, Federal Programs and Grants Email Address: Singleton2l@manateeschools.net Telephone Number: 941-751-6550 ext 43347	Fiscal Contacts' Name: Catherine Hayden Miley, Director of Finance Email Address: mileyc@manateeschools.net Telephone Number: 941-708-8770 ext 41111
Mailing Address(If different from Physical/ Facility Address):	UEI number: XKGXG94KMH65 FEIN number: 596000728

CERTIFICATION

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

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

E) Signature of Agency Head

Laurie Bonin (Apr 14, 2026 14:28:09 EDT)	Superintendent	04/14/2026
Printed Name of Agency Head	**Title of Agency Head**	**Date Signed**

DOE 100A
Revised March 2025

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

Voluntary Prekindergarten (VPK) Summer Bridge Program, TAPS 26A482

Scope of Work/Narrative

Provide a project abstract (or summary).
The Bridge/Transitional Summer Program is a vital initiative to support incoming kindergarten students. By addressing early literacy deficiencies and providing a transitional period for students, The School District of Manatee County can ensure that they are equipped with the skills and confidence needed to succeed in kindergarten and beyond. This proposal outlines the need and structure for a Summer Bridge Program specifically designed for incoming 2026 kindergarten students who scored below the twenty fifth (25^{th}) percentile on Progress Monitoring (PM) 3 or who had a non-participation status of "assessment inappropriate," "failed practice," or "non-English speaker" on PM3. The primary objective of this program is to provide critical interventions to Voluntary Prekindergarten (VPK) students who have displayed substantial deficiencies in early literacy skills. Additionally, the program aims to offer a transitional period for students where they will learn essential kindergarten classroom procedures while enhancing their early literacy skills, ultimately setting the foundation for their success in later grades.

Describe the project design and the project objectives/activities to be implemented. Include a description and a timeline for completion of each deliverable (e.g., product completion, training development/delivery, services to be delivered).
The objectives of the Bridge Summer Program are as follows:

- *Intervention*: Provide targeted intervention for VPK students who have shown substantial deficiencies in early literacy skills scoring below the twenty fifth (25^{th}) percentile on Progress Monitoring (PM3) as set forth in Rule 6M-8.620,F.A.C or who had a non-participation status of "assessment inappropriate," "failed practice," or "non-English speaker.
- *Transition*: Offer a smooth transition for incoming kindergarten students by familiarizing students with classroom procedures and expectations.
- *Skill Enhancement*: Expand early literacy and mathematic skills critical for success in kindergarten and beyond.
- *Confidence Building*: Foster a sense of confidence and preparedness in students, reducing anxiety as they progress into the formal school environment.
- *Family Support*: Provide support for parents and family as a whole including assistance in enrolling students in the New Worlds Reading Initiative and New Worlds Scholarship Account.

The proposed program will run for a duration of six weeks during the summer, June 1 through July 16, 2026, for a total of 25 days. It will be held at two school sites and will include the following components:

- Early Literacy Intervention using the following diagnostic programs: Lexia and Kickstart Kindergarten (Learning Without Tears). The CORE Phonics Survey will influence interventions needed.
- Focused sessions will be conducted to address specific literacy deficiencies identified in VPK students. This will include instruction throughout the academic day centered on phonemic awareness, letter recognition, vocabulary, early reading skills, oral language, number sense, and social skills development. In addition to the intervention provided by teacher in the whole group and small group setting, a diagnostic program similar to Lexia will be utilized during the summer bridge program to provide ongoing progress monitoring data to assist instructors with addressing the needs of students.
- Kindergarten Classroom Procedures

  Students will be introduced to kindergarten classroom routines, such as lining up, raising hands to speak, transitioning between activities, and understanding classroom rules. These sessions aim to reduce the adjustment period once the academic year begins.
- Interactive Learning Activities

  The Summer Bridge program will feature interactive, and multimodal activities designed to engage students and enhance their literacy skills. Activities will include interactive read-alouds linked to meaningful literacy tasks, as well as storytelling and conversational exercises that promote vocabulary development, expand background knowledge, build narrative skills, and foster the ability to ask and answer questions.

The program will operate from 8:30 AM to 2:00 PM each day, ensuring that students receive over the required four hours of instruction per day and one and a half hours of wrap-around services, which will also include 1 hour of teacher planning. This timeframe aligns with the other district-run summer programs at the school sites. Additionally, each student will be provided with a free breakfast and lunch. The schedule for the Summer Bridge Program is designed to meet the requirement of 100 hours of instruction for students. The additional teacher planning time, materials and printing are allocated to an additional funding source. The structured timetable aims to optimize learning time and reinforce essential early literacy skills. The summer program will be aligned with the Florida Early Learning and Development Standards: 4 Years Old to Kindergarten. Special emphasis will be place on emergent literacy instruction, firmly grounded in the science of reading. This approach ensures that children develop foundational reading skills crucial for their academic success. Instruction will be delivered face-to-face in kindergarten classrooms. Each classroom will maintain a maximum instructor-student ratio of 1:12, providing personalized attention and effective teaching.

Teachers will receive professional learning opportunities on May 13th and May 20th from 4:00-7:00PM.

Provide the baseline data against which performance will be measured. Given the expectations for the project, the application should identify the starting point from which

progress will be measured; e.g., standardized test scores, needs assessment results and qualitative data (or in the absence of existing data, provide initial data collection plans).

Describe how the project will be evaluated, both qualitatively and quantitatively.
The district will assess student growth and effectiveness of the Summer Bridge program using several data collection methods.

- Daily Attendance: The district will collect data from daily attendance records to demonstrate participation fidelity. This data will help track student engagement in the program and provide insights into the correlation between attendance and academic performance. Consistent attendance is crucial for continuous learning and will be a key indicator of student participation in the summer program.
- CORE Phonics Survey: Data collected from the CORE Phonics Survey will be instrumental in demonstrating students' alphabetic knowledge. This survey will assess students' understanding of letter-sound relationships, which is foundational to reading proficiency. The results will provide valuable information on each student's progress and areas needing improvement.
- Integrating Lexia, a diagnostic program, will be utilized during the summer bridge program to provide ongoing progress monitoring data to assist instructors with addressing the needs of students.

To assess the effectiveness of the program in improving literacy skills, the district will analyze the collected data to identify growth patterns and areas of success. This analysis will include comparing pre-and post- intervention scores, evaluating the rate of improvement. The district will use the data to assess how well students are being prepared for kindergarten. Key indicators will include the development of alphabetic knowledge, phonemic awareness, and phonics skills. By monitoring these foundational skills, the district can ensure that students are on track for kindergarten readiness. The data will also inform any necessary adjustments to the curriculum or instructional strategies to better support student preparation. In addition, student data will be followed through kindergarten progress on STAR Early Literacy. Comparison data will be collected on students attending the Summer Bridge Program versus students not attending the summer program. Qualitative data will include teacher surveys and classroom observations.

Teachers will play a crucial role in progress monitoring. They will regularly review the collected data, track student performance, and implement targeted interventions as needed. Teacher observations, alongside data from daily attendance, the CORE Phonics Survey, and diagnostic programs will provide a holistic view of each student's progress. The ongoing monitoring will help ensure that all students are receiving the support they need to achieve literacy milestones.

Assurance 1, Target Population: **Describe how the school district will provide services to VPK students who scored below the 10th percentile on the final administration of the coordinated screening and progress monitoring (PM3) or who had a non-participation status of "assessment inappropriate," "failed practice," or "non-English speaker."**

150 students throughout Manatee County, both in the School District of Manatee County and private providers, have data reflecting their eligibility for this program according to PM2 data below the 25th percentile criteria. After PM3, a substantial decrease in eligible students is predicted, designating a need for only 5teachers, with a maximum of 60 students. The SDMC is prepared to fund any additional teaching positions needed shall the number exceed 60. The summer program will be aligned with the Florida Early Learning and Development Standards: 4 Years Old to Kindergarten. Special emphasis will be place on emergent literacy instruction, firmly grounded in the science of reading. This approach ensures that children develop foundational reading skills crucial for their academic success. Instruction will be delivered face-to-face in kindergarten classrooms at the designated school sites. Each classroom will maintain a maximum instructor-student ratio of 1:12, providing personalized attention and effective teaching.

Assurance 2, Instructional Personnel: **Describe how the school district will ensure that personnel providing the Summer Bridge Program meet the school year or summer prekindergarten instructor qualifications or hold a valid active Florida educator certificate in either Elementary Education K-6, Pre-Kindergarten/Primary Education PK-3, or Preschool Education Birth-Age 4.**

To ensure the highest quality of education in the Summer Bridge Reading Program, teachers will be chosen based on their qualifications and adherence to state requirements in accordance with sections (ss) 1002.55(3)(c)2., 1002.61(4), and 1002.63(4), Florida Statues (F.S.), or hold a valid active Florida educator certificate in Elementary Education K-6, Pre-Kindergarten/Primary Education PK-3, or Preschool Education Birth-Age 4. Training will focus on early literacy intervention techniques, classroom management skills, and engaging instructional methods based on the Science of Reading. Teacher recruitment will begin March 30, 2026. All teachers selected will have met the standards outlined by the state, ensuring they possess the necessary credentials and expertise in the field of early literacy education.

Moreover, teachers chosen for the Summer Bridge Program, will undergo training grounded in the science of reading. This training will equip teachers with the knowledge and skills to effectively teach reading using research-based methods and strategies. During the professional learning, teachers will develop a deep understanding of instructional routines that are essential for building phonemic awareness and phonics instruction. Research proves these routines are crucial components for development of early literacy skills and reading ability. This comprehensive professional learning approach guarantees that students will receive the highest quality reading education during the summer Bridge Program.

Assurance 3, Instructional Requirements**: Describe how the school district will:**
Provide four (4) hours of instruction per day for a minimum of 100 hours total;
Be aligned with the Florida Early Learning and Developmental Standards: 4 Years Old to Kindergarten, with an emphasis on emergent literacy instruction grounded in the science of reading; and
Be delivered face-to-face in a prekindergarten or kindergarten classroom in an elementary school setting with a maximum of 1:12 instructor-student ratio.

The carefully crafted Summer Bridge Program schedule is designed to deliver 100 hours of instruction, expertly tailored to optimize learning time and reinforce essential early literacy skills. Aligned with the Florida Early Learning and Development Standards: 4 Years Old to Kindergarten, the program places special emphasis on emergent literacy instruction, grounded in the science of reading. The diagnostic programs utilized will include Lexia, Kickstart Kindergarten (Learning Without Tears), and CORE Phonics Survey. These research-backed approaches ensures that children develop the foundational reading skills crucial for their future academic success.

Additionally, the program has been developed to ensure that all families with qualifying students have the opportunity to attend a school in their area. Classrooms have been strategically selected to eliminate long travel distances that might prevent some students from attending. Each classroom will maintain a maximum instructor-to-student ratio of 1:12, fostering an environment conducive to personalized and effective learning.

To further support individualized growth, students will receive targeted interventions based on their beginning-of-summer assessment results, addressing their unique needs. The instruction will be delivered in person, providing a personalized and engaging learning experience.

***Assurance 4, School District Requirements*: Describe how the school district will:**
Enroll eligible students who meet district registration requirements; and
Keep a daily record of a student's attendance in the program.
Eligible students who meet district registration requirements will be enrolled through FOCUS. FOCUS is the School District of Manatee County student information system utilized by all teachers and staff, ensuring a unified and efficient enrollment process. Daily attendance will also be recorded each day in FOCUS as well.

***Assurance 5, Parent Communication Plan:* Describe how the school district will develop and implement a communication plan to provide parental notification that the enrolled student is eligible to participate in the New Worlds Reading Initiative and to apply for a New Worlds Scholarship Account.**
The School District of Manatee County is committed to ensuring that parents and guardians are well-informed about their students' progress. The district will work closely with the Early Learning Coalition to outline strategies and steps that will be undertaken to notify parents of their child's eligibility and to encourage active parental involvement in the program. In addition, the school district will work diligently to create a comprehensive communication strategy to notify student families on their student's progress and qualification for the Summer Bridge Program. Parental Involvement strategies will include notifying parents about their child's eligibility for the New Worlds Reading and Initiative and New Worlds Scholarship Account. Communication strategies will include:

- *Email Notifications* that include links to the district website, where additional information and resources about the program can be accessed.
- *School Announcements* in the school newsletter, announcements, and flyers at kindergarten roundup, and through school social media accounts.

- *Personalized letters* that provide detailed information about the program, including objectives, benefits, and the process for enrollment.
- *Organized Informational Sessions*
- *Assistance with Enrollment* through designated centers such as the Parent Involvement Center where parents can receive one-on-one assistance enrolling their child. Creation of step-by-step guides that can be distributed through email, letter and organized informational sessions.
- *Take Home Backpacks*- each child will receive a take home backpack filled with home literacy activities for parents to complete with their children

The School District of Manatee County recognizes the importance of parental support in a child's educational journey. To encourage this support the Summer Bridge Program will include an emphasis on Parent-Teacher collaboration that provides families with regular updates on their child's progress and support in understanding their role in supporting their child's learning. In addition to enrollment in the New Worlds Reading Initiative, parents will receive resources such as reading materials, activity guides, and tips on how to create a conducive learning environment at home. These resources will build parent confidence in participating in their child's education journey.

***Assurance 6, Annual Reporting*: Describe how the school district will annually report to the Department no later than October 1, 2026, on the following:**

- **The student's name;**
- **The student's FLEID;**
- **The number of Summer Bridge Program instructional days the student attended; and**
- **The total number of students served by the school district in the Summer Bridge Program.**

In order to report to the Department, the School District of Manatee County will utilize FOCUS data (the student information system utilized) to provide the student's name, the student's FLEID, attendance (the number of Summer Bridge Program instructional days the student attended) and the total number of students served by the SDMC's Summer Bridge Program.

Support for Strategic Plan

Describe how the project will incorporate one or more of the Goals included in the State Board of Education's K-20 Strategic Plan, outlined at: http://www.fldoe.org/policy/state-board-of-edu/strategic-plan.stml.

The summer bridge program is strategically designed to support the State Board of Education's K-20 Strategic Plan, specifically focusing on Goal 1, Measure 1: Highest Student Achievement - Kindergarten Readiness. By doing so, the School District of Manatee County is committed to laying a strong foundation for its youngest learners, empowering them to thrive in their educational journey and beyond.

Florida Department of Education
Project Performance Accountability Form

Scope of Work Tasks/Activities	Deliverables (product or service)	Evidence (verification)	Due Date (completion)	Unit Cost (optional)
Basic Classroom Teacher: Prekinder Instruction: Non-Contracted Hourly and benefits	5 certified teachers at Summer Bridge sites for 25 days, 5.5 hours per day with an average rate of $40/hr plus benefits	Payroll records	7-Aug-26	
Basic Classroom Paraprofessional Prekinder Instruction: Non-Contracted Hourly and benefits	5 paraprofessionals at Summer Bridge sites for 25 days, 5.5 hours per day with an average rate of $20/hr plus benefits	Payroll records	7-Aug-26	
Materials and Supplies: Supplies to support students in the classroom	Supplies for student use to include notebooks, pencils, crayons, binders, white boards, dry erase markers, paper, Read Aloud books, magnetic letter tiles, magnetic trays, classroom libraries,	invoices	7-Aug-26	
Curriculum Planning: Non-Contracted Hourly and benefits for daily planning sessions for Teachers	1 hour per day for 25 days for 5 teachers at an average rate of $40/hr for teachers	Payroll records	7-Aug-26	

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

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

FLORIDA DEPARTMENT OF EDUCATION

March 2025

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM

A) Name of Eligible Recipient/Fiscal Agent:	B) DOE Assigned Project Number:	C) TAPS Number:
		26A482

D) Total Funds Requested: $58,416.66

1) Function	2) Object	3) Account Title and Narrative	4) FTE (If applicable)	5) Amount	6) % Allocation to This Project
5500	120	Basic Classroom Teacher: Prekinder Instruction: NCH: Teachers 5 teachers 25 days, 5.5 hours/day (to align with district summer programs) with an average rate of $40/hr		$27,500.00	100.00%
5500	210	Retirement		$3,858.25	100.00%
5500	220	FICA		$2,103.75	100.00%
5500	240	Worker's Compensation		$275.00	100.00%
5500	150	Prekinder Instruction: NCH: 5 paraprofessionals 25 days, 5.5 hours/day (to align with district summer programs)with an average rate of $20/hr		$13,750.00	100.00%
5500	210	Retirement		$1,929.13	100.00%
5500	220	FICA		$1,051.88	100.00%
5500	240	Worker's Compensation		$137.50	100.00%
5500	510	Supplies: Supplies for student and classroom use to include journals, pencils, crayons, binders, white boards, dry erase markers, paper, magnetic letter tiles, magnetic trays, Alphabet theme book library, sentence strips, glue, index cards		$1,677.15	100.00%
6300	120	Curriculum Planning: NCH for teachers. 1 hour per day for 25 days for 5 teachers at an average rate of $40/hr.		$5,000.00	100.00%
6300	210	Retirement		$701.50	100.00%
6300	220	FICA		$382.50	100.00%
6300	240	Worker's Compensation		$50.00	100.00%

AGENDA ITEM NO. 11.12

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Renewal Memorandum of Agreement with Tampa Bay Area Regional Career Pathways Consortium 2026-2030 School Years (No Financial Impact)

Executive Summary
This Agreement, dated July 1, 2026, is between Hillsborough Career Pathway Consortium (Hillsborough Community College and The School Board of Hillsborough County, Florida), Pasco-Hernando Career Pathway Consortium (Pasco-Hernando State College, Hernando County School District and District School Board of Pasco County), Pinellas County Career Pathway Consortium (St. Petersburg College and Pinellas County School Board), Polk Career Pathway Consortium (Polk State College and the School District of Polk County) and the Suncoast Career Pathways Consortium (State College of Florida, Manatee-Sarasota, Manatee County School Board and Sarasota County School Board) is a collaborative effort to provide a seamless articulation system for Tampa Bay Area high school and adult technical students to continue their education at the technical center and state college level.

A copy of the Memorandum of Agreement with Tampa Bay Area Regional Career Pathways Consortium is attached for review.

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 memorandum of agreement with Tampa Bay Area Regional Career Pathways Consortium 2026-2030 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:
26-30 Memorandum Agreement Tampa Bay Area Regional Career Pathways Consortium

Tampa Bay Area Regional Career Pathways Consortium
(Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk and Sarasota Counties)

MEMORANDUM OF AGREEMENT

This Agreement, dated July 1, 2026, is between Hillsborough Career Pathway Consortium (Hillsborough Community College and The School Board of Hillsborough County, Florida), Pasco-Hernando Career Pathway Consortium (Pasco-Hernando State College, Hernando County School District and District School Board of Pasco County), Pinellas County Career Pathway Consortium (St. Petersburg College and Pinellas County School Board), Polk Career Pathway Consortium (Polk State College and the School District of Polk County) and the Suncoast Career Pathways Consortium (State College of Florida, Manatee-Sarasota, Manatee County School Board and Sarasota County School Board) is a collaborative effort to provide a seamless articulation system for Tampa Bay Area high school and adult technical students to continue their education at the technical center and state college level.

I. **Consortium Agreement Purpose:** To serve the needs of Tampa Bay Area students in Career, Technical and Adult Technical Education programs, Consortium members noted above agree to extend postsecondary credit to graduates of the above-named institutions (secondary and technical center) that complete programs of study leading to an articulated program within the consortium postsecondary institutions.

II. **Provisions:** This Agreement makes it possible for a graduating student who completed courses from a consortium high school or adult technical education center to receive articulated credit at a consortium member's postsecondary institutions and be awarded the appropriate number of credits noted in the local agreement provided the student meets the receiving institution's entrance and program requirements.

III. **Term:** This Agreement commences on July 1, 2026, and terminates on June 30, 2030, with provision for review at least once every two years to certify the standards of the articulation. It is further resolved that this Agreement will continue in full force and effect unless terminated by written notice of any party to the other parties at least 180 days in advance of the termination date. The withdrawal of one party does not affect the validity of the Agreement among the remaining institutions.

IV. **Local Agreements:** The local articulation agreements are subject to annual review and revision by each consortium member's designee. Consortium members agree to provide each school district with copies of the local articulation agreements annually. The most current local agreements can be found at the following website links:

HCC: https://www.hcfl.edu/academics/articulation-agreements
PSC: www.polk.edu/career-pathways
SCF: www.scf.edu/Academics/CareerTechnicalEducation/Career_Pthwys.asp
SPC: www.spcollege.edu/connect
PHSC: phsc.smartcatalogiq.com/Career-Pathways

With the exception of fundamental changes to the agreement, the respective Presidents and Superintendents shall have the authority to modify the agreement to carry out its intent and such modifications shall be documented through letters of agreement or other appropriate instruments. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Board of Trustees of St. Petersburg College

_____

President
Date:_____

The School Board of Pinellas County, Florida

_____

Superintendent
Date:_____

_____

School Board Chairperson
Date:_____

Hillsborough Community College

_____

President
Date:_____

_____

Chair, Board of Trustees
Date:_____

The School Board of Hillsborough County, Florida

_____

Superintendent
Date:_____

_____

School Board Chairperson
Date:_____

Polk State College

_____

President
Date:_____

School District of Polk County

_____

Superintendent
Date:_____

_____

School Board Chairperson
Date:_____

Pasco-Hernando State College

_____

President
Date:_____

District School Board of Pasco County

_____

Superintendent
Date:_____

_____

School Board Chairperson
Date:_____

Hernando County School District

_____

Superintendent
Date:_____

State College of Florida, Manatee-Sarasota

_____

President
Date:_____

_____

Chair, Board of Trustees
Date:_____

School District of Manatee County

_____

Superintendent
Date:_____

_____

School Board Chairperson
Date:_____

Sarasota County School Board

_____

Superintendent
Date:_____

_____

School Board Chairperson
Date:_____

AGENDA ITEM NO. 11.13

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Contracts with Charter Schools and Other Sites to Provide Meal Service to Students and Adults for the 2026-2027 School Year (No Net Financial Impact)

Executive Summary
The purpose of the requested action is to approve the attached contracts to provide breakfast, lunch, and/or after-school meals to the students attending Charter and Contract Schools as requested by the individual schools. The terms and conditions of providing meals vary by location and are included in the attached contracts. All costs associated with providing meals to the contracted sites are recovered through reimbursement received, charges for additional meals served, and/or additional fees for service.

The following sites will be served: AMI Kids, Boys & Girls Club of Manatee County, Bradenton Bay High School, Imagine Charter School at Lakewood Ranch, Imagine Charter at North Manatee, Just for Girls Elementary, Just for Girls Middle, Manatee School of Arts and Sciences, Oasis Charter School, PACE Center for Girls, St. Joseph Catholic School, State College of Florida Manatee-Sarasota, Step Up Suncoast Inc., and Visible Men Academy.

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 contracts with charter schools and other sites to provide meal service to students and adults for the 2026-2027 school year. **(No Net Financial Impact)**

Financial Impact
The revenue generated from the service of meals to students and adults is part of the revenue at the cost center that prepares the meals. All revenue and expenses related to the preparation and service of meals are included in the Food Service Fund 410 budget; there is no net financial impact because all costs are reimbursed by the sites served.

Contact
Submitting Department: Food & Nutrition Services
Initiated by: Regina Thoma

Attachments:
2026-2027 Charter Contracts

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND AMI KIDS

2026-2027 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **AMI KIDS** hereafter referred to as the CONTRACT SCHOOL for the 2026-2027 school year.

1. The DISTRICT shall provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

   (Please select all that apply)
   ☑ Breakfast
   ☑ Lunch
   ☐ Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

4. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

5. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional or a registered Dietitian, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

6. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

7. The DISTRICT shall prepare meals served. The DISTRICT shall account for the number of student and adult meals served according to the procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT.

8. The DISTRICT will provide the CONTRACT SCHOOL with a monthly menu. The DISTRICT will follow the menu, providing complete meals for the students. However, the menu will be subject to availability, whereas a substitution may be made.

9. Meal service for the CONTRACT SCHOOL will be provided as part of the meal service at Harllee.

10. The DISTRICT will provide detailed accounting of charges and money owed from the CONTRACT SCHOOL for paid and reduced-price student meals and adult meals, monthly. The CONTRACT SCHOOL shall pay the DISTRICT, all outstanding account charges, including student and adult charges incurred for meals and will be billed at the end of the current school year.

11. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits.

12. The CONTRACT SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

13. The CONTRACT SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A, and incorporated herein by reference, entitled Nutrition and Wellness.

14. The CONTRACT SCHOOL shall be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

15. CONTRACT SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CONTRACT SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CONTRACT SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CONTRACT SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CONTRACT SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

16. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

17. Notwithstanding anything to the contrary contained herein, the DISTRICT does 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.

18. The CONTRACT SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, 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 CONTRACT SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SCHOOL's material breach of this Contract or law, (c) any failure by the CONTRACT SCHOOL to pay its suppliers or any subcontractors. In addition, the CONTRACT 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 CONTRACT SCHOOL, except when the DISTRICT supplied or required use of 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 Contract. The CONTRACT SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT, or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SCHOOL shall 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, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

19. This Contract will become effective August 10, 2026, and terminate May 27, 2027, or the last day of meal service provided by the DISTRICT, whichever occurs first.

20. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY

Cindy Spray, Chair — Date

Dr. Laurie Breslin, Superintendent — Date

AMI KIDS

CONTRACT SCHOOL Board President or Designee — Date 4/13/26

Witness — Date 4/13/26

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND BOYS & GIRLS CLUBS OF MANATEE COUNTY

2026-2027 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **BOYS & GIRLS CLUBS OF MANATEE COUNTY** hereafter referred to as the CONTRACT SITE for the 2026-2027 school year.

1. The DISTRICT agrees to provide the CONTRACT SITE with the meal indicated below, Monday through Friday on days when the DISTRICT's schools are in session. The providing of meals is not based upon, nor contingent upon, any other agreement with the School District of Manatee County.

SNACK TO BE PROVIDED

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CONTRACT SITE to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by the representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SITE, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall deliver the adequate number of unitized meals to meet the USDA nutritional requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and CONTRACT SITES's Director or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal. The DISTRICT will provide disposable containers, silverware and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, who is authorized to write medical prescriptions under State law or a registered Dietitian, for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SITE shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT.

10. The DISTRICT will provide the CONRACT SITE with a monthly menu. The DISTRICT will follow the menu providing complete meals for the students. However, the menu will be subject to availability, whereas a substitution may be made.

11. The DISTRICT SITE shall account for the number of student meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services, Florida Department of Health and the DISTRICT. Daily attendance of students must be submitted to the DISTRICT school site weekly, each Friday. Monthly enrollment rosters of students must be submitted to the DISTRICT school site on the last day of each month.

12. The DISTRICT agrees to provide a District employee for supper to assist in delivery and set up, stay at the site and operate the point of sale software, and basic clean up at the end of meal service.

13. The DISTRICT shall provide a point of sale computer, the appropriate software and shall maintain the computer and all DISTRICT supplied equipment.

14. By 9:00 AM each day, the CONTRACT SITE's Director or their designee shall telephone and follow up with an email, its complete snack order, including the number of servings requested. The CONTRACT SITE shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of snack meals ordered no later than 11:00 AM each day.

15. Employees of CONTRACT SITE shall assist in meal service and the serving of meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen. The DISTRICT shall provide serving and portioning instructions to the servers.

16. The CONTRACT SITE agrees that no adults shall receive nor purchase a snack meal.

17. The CONTRACT SITE shall maintain applicable health certification and food safety training for its employees.

18. The CONTRACT SITE may monitor the DISTRICT food service operation through periodic on-site visits. The CONTRACT SITE shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CONTRACT SITE's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the

CONTRACT SITE shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

19. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CONTRACT SITE has failed to properly implement or follow USDA meal accountability procedures.

20. The CONTRACT SITE shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services and the Florida Department of Health guidelines.

21. The CONTRACT SITE shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

22. The CONTRACT SITE shall be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SITES's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

23. CONTRACT SITE and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CONTRACT SITE's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CONTRACT SITE hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CONTRACT SITE or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CONTRACT SITE's obligation to comply with JLA and Florida laws governing background screening requirements.

24. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SITE shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

25. Notwithstanding anything to the contrary contained herein, the DISTRICT does 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.

26. The CONTRACT SITE shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, 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 CONTRACT SITE's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SITE's material breach of this Contract or law, (c) any failure by the CONTRACT SITE to pay its suppliers or any subcontractors. In addition, the CONTRACT SITE 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 CONTRACT SITE, except when the DISTRICT supplied or required use of 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 Contract. The CONTRACT SITE shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SITE shall 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, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

27. This Contract will become effective August 10, 2026, and terminate May 27, 2027, or the last day of meal service provided by the DISTRICT, whichever occurs first.

28. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY

Cindy Spray, Chair — Date

Dr. Laurie Breslin, Superintendent — Date

BOYS & GIRLS CLUBS OF MANATEE COUNTY

CONTRACT SITE Board President or Designee — Date: 4/8/26

Witness — Date: 4/8/26

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND BRADENTON BAY HIGH

2026-2027 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **BRADENTON BAY HIGH** hereafter referred to as the CHARTER SCHOOL for the 2026-2027 school year.

1. The DISTRICT agrees to provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT schools are in session.

(Please select all that apply)

- [x] Breakfast
- [x] Lunch
- [ ] Snack
- [ ] Pick Up
- [x] Delivery ($700 charge per month)

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall deliver the adequate number of unitized meals to meet the USDA nutritional requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal. The DISTRICT will provide disposable containers, silverware and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or, Registered Dietician under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT will provide CHARTER SCHOOL with a monthly menu. The DISTRICT will follow the menu, providing complete meals for the students.

11. The CHARTER SCHOOL shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. Daily rosters of students who served meals shall be submitted to the DISTRICT daily, no later than 1:30 PM. Originals shall be delivered to the DISTRICT weekly.

12. By 9:00AM each day, the CHARTER SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CHARTER SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day.

13. The DISTRICT will provide detailed accounting of meals claimed for reimbursement and money owed from the CHARTER SCHOOL for adult meals monthly. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement and be charged at the adult price. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2026-2027. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Finance Program disbursement.

14. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

15. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen. The DISTRICT shall provide serving and portioning instructions to the servers.

16. The CHARTER SCHOOL shall maintain applicable health certification and food safety training for its employees.

17. The CONTRACT SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms must be submitted to the DISTRICT daily.

18. The CHARTER SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT'S Director of Food Services. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CHARTER SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

19. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

20. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

21. The CHARTER SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

22. The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

23. CHARTER SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CHARTER SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CHARTER SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made

against the DISTRICT related to the failure of CHARTER SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CHARTER SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

24. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

25. Notwithstanding anything to the contrary contained herein, the DISTRICT does 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.

26. The CHARTER SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, 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 CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER 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 CHARTER SCHOOL, except when the DISTRICT supplied or required use of 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 Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT, or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall 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, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

27. This Contract will become effective August 10, 2026 and terminate May 27, 2027 or the last day of meal service provided by the DISTRICT, whichever occurs first.

28. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**BRADENTON BAY HIGH**	
Cindy Spray, Chair	Date	Stephanie Booker CHARTER SCHOOL Board President or Designee	Date 4/22/16
Dr. Laurie Breslin, Superintendent	Date	Witness	Date

Docusign Envelope ID: 427C7B09-7E80-8BD5-8387-2685DD6EF94D

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND IMAGINE EAST MANATEE COUNTY, LLC,
DBA IMAGINE SCHOOL AT LAKEWOOD RANCH

2026-2027 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **IMAGINE EAST MANATEE COUNTY, LLC,** a Florida limited liability company, DBA **Imagine School at Lakewood Ranch** hereafter referred to as the CHARTER SCHOOL for the 2026-2027 school year.

1. The DISTRICT shall provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

☐ Breakfast
☐ Lunch
☐ Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the CHARTER SCHOOL's servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

Docusign Envelope ID: 427C7B09-7E80-8BD5-8387-2685DD6EF94D

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, is authorized to write medical prescriptions under State law or a registered Dietitian for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the District can be granted free or reduced price meal benefits.

10. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. The DISTRICT agrees to provide a District employee for breakfast and lunch to assist in delivery and set up, stay at the site and operate the point-of-sale software, and basic clean up at the end of meal service.

11. The DISTRICT shall deliver the adequate number of bulk servings to meet the requirements for the number of meals ordered, unless other delivery arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal.

12. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The menu will identify additional menu choices such as peanut butter and jelly sandwiches, salad entrees, and deli sandwiches available. The DISTRICT will follow the menu, providing complete meals for the students. However, the menu will be subject to availability, whereas a substitution may be made.

13. The DISTRICT shall provide a point of sale computer, the appropriate software and shall maintain the computer and all DISTRICT supplied equipment.

14. The CHARTER SCHOOL shall pay the DISTRICT $16,000.00 (Payment) and also the costs indicated in paragraph 15 below. The Payment shall be paid (a) in total at the beginning of the current school year or (b) in 10 monthly installments of $1,600.00 due within 30 days of receipt of the DISTRICT's monthly invoice. DISTRICT shall provide transport of meals. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2026-2027. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Finance Program disbursement.

Docusign Envelope ID: 427C7B09-7E80-8BD5-8387-2685DD6EF94D

15. The DISTRICT will provide detailed accounting of charges and money owed from the CHARTER SCHOOL for paid and reduced-price student meals and adult meals, monthly. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, including student and adult charges incurred for meals and will be billed at the end of the current school year.

16. By 8:45AM each day, the CHARTER SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CHARTER SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 9:00 AM each day. Servings provided shall meet USDA requirements.

17. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

18. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen, and assisting in loading and unloading the food, equipment and supplies to/from the van. The CHARTER SCHOOL will also be responsible for trash removal and disposal.

19. The CHARTER SCHOOL agrees to maintain applicable health certification and food safety training for its employees.

20. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

21. The CHARTER SCHOOL shall abide by DISTRICT's Policy 8510, attached here to as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

22. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CHARTER SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

23. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

Docusign Envelope ID: 427C7B09-7E80-8BD5-8387-2685DD6EF94D

24. The CHARTER SCHOOL will have the option to participate in Food & Nutrition Services Theme Days.

25. The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

26. CHARTER SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CHARTER SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CHARTER SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CHARTER SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CHARTER SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

27. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

28. Notwithstanding anything to the contrary contained herein, the DISTRICT does 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.

29. The CHARTER SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, 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 CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER 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 CHARTER SCHOOL, except when the DISTRICT supplied or required use of 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 Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT, or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and

Docusign Envelope ID: 427C7B09-7E80-8BD5-8387-2685DD6EF94D

three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

30. This Contract will become effective August 10, 2026, and terminate May 27, 2027, or the last day of meal service provided by the DISTRICT, whichever occurs first.

31. This Contract may be terminated as expressly stated herein, by mutual agreement between parties or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**IMAGINE CHARTER SCHOOL AT LAKEWOOD RANCH**	
		DocuSigned by: Dr April Lee Flamm BEAEAVA13945453	4/21/2026
Cindy Spray, Chair	Date	CHARTER SCHOOL Board President or Designee	Date
Dr. Laurie Breslin, Superintendent	Date	Witness	Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND IMAGINE MANATEE COUNTY, LLC,
DBA IMAGINE CHARTER SCHOOL AT NORTH MANATEE

2026-2027 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **IMAGINE MANATEE COUNTY, LLC,** a Florida limited liability company, DBA **Imagine Charter School at North Manatee** hereafter referred to as the CHARTER SCHOOL for the 2026-2027 school year.

1. The DISTRICT shall provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)
- [x] Breakfast
- [x] Lunch
- [x] Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the CHARTER SCHOOL's servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, who is authorized to write medical prescriptions under State law or a registered Dietitian, for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. The DISTRICT agrees to provide 2 DISTRICT employees for breakfast, and 1 DISTRICT employee for lunch and snack to assist in delivery and set up, stay at the site and operate the point-of-sale software, and basic clean up at the end of meal service.

11. The DISTRICT shall deliver the adequate number of bulk servings to meet the requirements for the number of meals ordered, unless other delivery arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal.

12. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The menu will identify additional menu choices such as peanut butter and jelly sandwiches, salad entrees, and deli sandwiches available. The DISTRICT will follow the menu, providing complete meals for the students. However, the menu will be subject to availability, whereas a substitution may be made.

13. The DISTRICT shall provide a point-of-sale computer, the appropriate software and shall maintain the computer and all DISRICT supplied equipment.

14. The CHARTER SCHOOL shall pay the DISTRICT $21,200.00 (Payment) and also the costs indicated in paragraph 15 below. The Payment shall be paid (a) in total at the beginning of the current school year or (b) in 10 monthly installments of $2,120.00 due within 30 days of receipt of the DISTRICT'S monthly invoice. DISTRICT shall provide transport of meals. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2026-2027. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligation of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by

initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Finance Program disbursement.

15. The DISTRICT will provide detailed accounting of charges and money owed from the CHARTER SCHOOL for paid and reduced-price student meals and adult meals, monthly. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, including student and adult charges incurred for meals and will be billed at the end of the current school year.

16. By 8:00AM each day, the CHARTER SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CHARTER SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 9:00 AM each day. Servings provided shall meet USDA requirements.

17. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

18. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen, and assisting in loading and unloading the food, equipment and supplies to/from the van. The CHARTER SCHOOL will also be responsible for trash removal and disposal.

19. The CHARTER SCHOOL shall maintain applicable health certification and food safety training for its employees.

20. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and the Florida Department of Agriculture and Consumer Services guidelines.

21. The CHARTER SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

22. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT'S Director of Food Services to not meet the DISTRICT's requirements, the CHARTER SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

23. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

24. The CHARTER SCHOOL will have the option to participate in Food & Nutrition Services Theme Days.

25. The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

26. CHARTER SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CHARTER SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CHARTER SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CHARTER SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CHARTER SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

27. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

28. Notwithstanding anything to the contrary contained herein, the DISTRICT does 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.

29. The CHARTER SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, 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 CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER 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 CHARTER SCHOOL, except when the DISTRICT supplied or required use of 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 Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall 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, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A

certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

30. This Contract will become effective August 10, 2026, and terminate May 27, 2027, or the last day of meal service provided by the DISTRICT, whichever occurs first.

31. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**IMAGINE CHARTER SCHOOL AT NORTH MANATEE**	
Cindy Spray, Chair	Date	CHARTER SCHOOL Board President or Designee	4-8-26 Date
Dr. Laurie Breslin, Superintendent	Date	Witness	4/8/26 Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND JUST FOR GIRLS ELEMENTARY

2026-2027 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **JUST FOR GIRLS ELEMENTARY** hereafter referred to as the CONTRACT SCHOOL for the 2026-2027 school year.

1. The DISTRICT agrees to provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session. The providing of meals is not based upon, nor contingent upon, any other agreement with the School District of Manatee County.

(Please select all that apply)

- ☒ Breakfast
- ☒ Lunch
- ☒ Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CONTRACT SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by the representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall deliver the adequate number of unitized meals to meet the USDA nutritional requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and CONTRACT SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, is authorized to write medical prescriptions under State law or a registered Dietitian, for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT will provide the CONRACT SCHOOL with a monthly menu. The DISTRICT will follow the menu providing complete meals for the students. However, the menu is subject to availability, whereas a substitution may be made.

11. The CONTRACT SCHOOL shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. Daily rosters of students served meals shall be submitted to the DISTRICT daily, no later than 1:30 PM. Snack/Supper daily rosters of students served snack shall be submitted to the DISTRICT daily, no later than 5:00 PM. Originals of all daily rosters shall be delivered to the DISTRICT weekly.

12. By 9:00 AM each day, the CONTRACT SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CONTRACT SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day.

13. The DISTRICT will provide detailed accounting of meals claimed for reimbursement and money owed from the CONTRACT SCHOOL for adult meals monthly. DISTRICT shall invoice CONTRACT SCHOOL for all meals that are not able to be claimed for reimbursement and be charged at the adult price. The prices of meals at the CONTRACT SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2026-2027. The CONTRACT SCHOOL shall pay the DISTRICT, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CONTRACT SCHOOL pursuant to this Contract has not been paid by CONTRACT SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CONTRACT SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CONTRACT SCHOOL's monthly Florida Education Finance Program disbursement.

14. The CONTRACT SCHOOL shall transport the meals from the preparation site to the delivery site. Meals shall be ready for pick up by 10:45 AM. The meals shall be transported in transport containers that maintain safe temperatures and prevent contamination. The CONTRACT SCHOOL shall pick up the meals from the school the DISTRICT designates.

15. The CONTRACT SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. The DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CONTRACT SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

16. Employees of CONTRACT SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen. The DISTRICT shall provide serving and portioning instructions to the servers.

17. The CONTRACT SCHOOL shall maintain applicable health certification and food safety training for its employees.

18. The CONTRACT SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms shall be submitted to the DISTRICT daily.

19. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The CONTRACT SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CONTRACT SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CONTRACT SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

20. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CONTRACT SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

21. The CONTRACT SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

22. The CONTRACT SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A, and incorporated herein by this reference, entitled Nutrition and Wellness.

23. The CONTRACT SCHOOL shall be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

24. CONTRACT SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws

governing background screening requirements, fingerprinting and criminal history checks. CONTRACT SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CONTRACT SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CONTRACT SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CONTRACT SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

25. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

26. Notwithstanding anything to the contrary contained herein, the DISTRICT does 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.

27. The CONTRACT SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, 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 CONTRACT SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SCHOOL's material breach of this Contract or law, (c) any failure by the CONTRACT SCHOOL to pay its suppliers or any subcontractors. In addition, the CONTRACT 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 CONTRACT SCHOOL, except when the DISTRICT supplied or required use of 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 Contract. The CONTRACT SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT, or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SCHOOL shall 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, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

28. This Contract will become effective August 10, 2026, and terminate May 27, 2027, or the last day of meal service provided by the DISTRICT, whichever occurs first.

29. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**JUST FOR GIRLS ELEMENTARY**	
Cindy Spray, Chair	Date	By: [signature] CONTRACT SCHOOL Board President or Designee Zoe Slavsen, Finance Director	04/14/26 Date
Dr. Laurie Breslin, Superintendent	Date	By: [signature] Witness MIROSLAVA LAUKOVA - ACCT. MGR.	04/14/26 Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND JUST FOR GIRLS MIDDLE

2026-2027 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **JUST FOR GIRLS MIDDLE** hereafter referred to as the CONTRACT SCHOOL for the 2026-2027 school year.

1. The DISTRICT agrees to provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session. The providing of meals is not based upon, nor contingent upon. any other agreement with the School District of Manatee County.

(Please select all that apply)

- ☒ Breakfast
- ☒ Lunch
- ☒ Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CONTRACT SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall deliver the adequate number of unitized meals to meet the USDA nutritional requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and CONTRACT SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, who is authorized to write medical prescriptions under State law or a registered Dietitian, for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT will provide the CONTRACT SCHOOL with a monthly menu. The DISTRICT will follow the menu providing complete meals for the students. However, the menu will be subject to availability, whereas a substitution may be made.

11. The CONTRACT SCHOOL shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. Daily rosters of students served meals shall be submitted to the DISTRICT daily, no later than 1:30 PM. Originals shall be delivered to the DISTRICT weekly.

12. By 9:00 AM each day, the CONTRACT SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CONTRACT SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day.

13. The DISTRICT will provide detailed accounting of meals claimed for reimbursement and money owed from the CONTRACT SCHOOL for adult meals monthly. DISTRICT shall invoice CONTRACT SCHOOL for all meals that are not able to be claimed for reimbursement and be charged at the adult price. The prices of meals at the CONTRACT SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2026-2027. The CONTRACT SCHOOL shall pay the DISTRICT, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CONTRACT SCHOOL pursuant to this Contract has not been paid by CONTRACT SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CONTRACT SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CONTRACT SCHOOL's monthly Florida Education Finance Program disbursement.

14. The CONTRACT SCHOOL shall transport the meals from the preparation site to the delivery site. Meals shall be ready for pick up by 10:45 AM. The meals shall be transported in transport

containers that maintain safe temperatures and prevent contamination. The CONTRACT SCHOOL shall pick up meals from the school the DISTRICT designates.

15. The CONTRACT SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. The DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CONTRACT SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

16. Employees of CONTRACT SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen. The DISTRICT shall provide serving and portioning instructions to the servers.

17. The CONTRACT SCHOOL agrees to maintain applicable health certification and food safety training for its employees.

18. The CONTRACT SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms shall be submitted to the DISTRICT daily.

19. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The CONTRACT SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CONTRACT SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CONTRACT SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

20. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CONTRACT SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

21. The CONTRACT SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

22. The CONTRACT SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A, and incorporated herein by this reference, entitled Nutrition and Wellness.

23. The CONTRACT SCHOOL shall be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

24. CONTRACT SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CONTRACT SCHOOL's personnel and contractors who are permitted access on school grounds

when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CONTRACT SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CONTRACT SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CONTRACT SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

25. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

26. Notwithstanding anything to the contrary contained herein, the DISTRICT does 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.

27. The CONTRACT SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, 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 CONTRACT SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SCHOOL's material breach of this Contract or law, (c) any failure by the CONTRACT SCHOOL to pay its suppliers or any subcontractors. In addition, the CONTRACT 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 CONTRACT SCHOOL, except when the DISTRICT supplied or required use of 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 Contract. The CONTRACT SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT, or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SCHOOL shall 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, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

28. This Contract will become effective August 10, 2026, and terminate May 27, 2027, or the last day of meal service provided by the DISTRICT, whichever occurs first.

29. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**JUST FOR GIRLS MIDDLE**	
Cindy Spray, Chair	Date	by: [signature] CONTRACT SCHOOL Board President or Designee	04/14/26 Date
		Zoe Slavsen, Finance Director	
Dr. Laurie Breslin, Superintendent	Date	by: [signature] Witness MIROSLAVA LAULEOVA, ACCT. MGR	04/14/26 Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND MANATEE SCHOOL OF ARTS AND SCIENCES

2026-2027 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **MANATEE SCHOOL OF ARTS AND SCIENCES** hereafter referred to as the CHARTER SCHOOL for the 2026-2027 school year.

1. The DISTRICT agrees to provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT schools are in session.

(Please select all that apply)

☒ Breakfast
☒ Lunch
☒ Snack

☒ Pick Up

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall deliver the adequate number of unitized meals to meet the USDA nutritional requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal. The DISTRICT will provide disposable containers, silverware and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, who is authorized to write medical prescriptions or a registered Dietitian, under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The DISTRICT will follow the menu, providing complete meals for the students. However, the menu will be subject to availability, whereas a substitution may be made.

11. The CHARTER SCHOOL shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. Daily rosters of students served meals shall be submitted to the DISTRICT daily, no later than 1:30 PM. Originals shall be delivered to the DISTRICT weekly.

12. By 9:00AM each day, the CHARTER SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CHARTER SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day.

13. The DISTRICT will provide detailed accounting of meals claimed for reimbursement and money owed from the CHARTER SCHOOL for adult meals monthly. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement and be charged at the adult price. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2026-2027. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Finance Program disbursement.

14. The CHARTER SCHOOL shall transport the meals from the preparation site to the delivery site. Meals shall be ready for pick up by 10:45 AM. The meals shall be transported in transport

containers that maintain safe temperatures and prevent contamination. The CHARTER SCHOOL shall pick up the meals from the school the DISTRICT designates.

15. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

16. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen. The DISTRICT shall provide serving and portioning instructions to the servers.

17. The CHARTER SCHOOL shall maintain applicable health certification and food safety training for its employees.

18. The CONTRACT SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms must be submitted to the DISTRICT daily.

19. The CHARTER SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT'S Director of Food Services. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CHARTER SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

20. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

21. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

22. The CHARTER SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

23. The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

24. CHARTER SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks.

CHARTER SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CHARTER SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CHARTER SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CHARTER SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

25. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

26. Notwithstanding anything to the contrary contained herein, the DISTRICT does 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.

27. The CHARTER SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, 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 CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER 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 CHARTER SCHOOL, except when the DISTRICT supplied or required use of 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 Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT, or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall 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, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

28. This Contract will become effective August 10, 2027, and terminate May 27, 2027, or the last day of meal service provided by the DISTRICT, whichever occurs first.

29. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**MANATEE SCHOOL OF ARTS AND SCIENCES**	
Cindy Spray, Chair	Date	CHARTER SCHOOL Board President or Designee	4.9.26 Date
Dr. Laurie Breslin, Superintendent	Date	Witness	Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND OASIS MIDDLE SCHOOL

2026-2027 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **OASIS MIDDLE SCHOOL, INC** hereafter referred to as the CHARTER SCHOOL for the 2026-2027 school year.

1. The DISTRICT agrees to provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)
- [x] Breakfast
- [x] Lunch
- [ ] Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT'S nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall deliver the adequate number of unitized meals to meet the USDA nutritional requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal. The DISTRICT will provide disposable containers, silverware and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, who is authorized to write medical prescriptions under State law or a registered Dietitian, for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The DISTRICT will follow the menu providing complete meals for the students. However, the menu will be subject to change subject to availability, whereas a substitution may be made.

11. The CHARTER SCHOOL shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. Daily rosters of students served meals shall be submitted to the DISTRICT daily, no later than 1:30 PM. Originals shall be delivered to the DISTRICT weekly.

12. By 9:00AM each day, the CHARTER SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CHARTER SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day.

13. The DISTRICT will provide detailed accounting of meals claimed for reimbursement and money owed from the CHARTER SCHOOL for adult meals monthly. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement and be charged at the adult price. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2026-2027. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Finance Program disbursement.

14. The CHARTER SCHOOL shall transport the meals from the preparation site to the delivery site. Meals shall be ready for pick up by 11:30 AM. The meals shall be transported in transport

containers that maintain safe temperatures and prevent contamination. The CHARTER SCHOOL shall pick up the meals from the school the DISTRICT designates.

15. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. The DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

16. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen. The DISTRICT shall provide serving and portioning instructions to the servers.

17. The CHARTER SCHOOL shall maintain applicable health certification and food safety training for its employees.

18. The CHARTER SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms shall be submitted to the DISTRICT daily.

19. The CHARTER SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT'S Director of Food Services. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CHARTER SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

20. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

21. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

22. The CHARTER SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by reference, entitled Nutrition and Wellness.

23. The CHARTER SCHOOL shall be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the District's Cafeteria Manager monthly to communicate and provide all special diet information.

24. CHARTER SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CHARTER SCHOOL's personnel and contractors who are permitted access on school grounds

when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CHARTER SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CHARTER SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CHARTER SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

25. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

26. Notwithstanding anything to the contrary contained herein, the DISTRICT does 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.

27. The CHARTER SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, 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 CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER 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 CHARTER SCHOOL, except when the DISTRICT supplied or required use of 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 Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT, or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall 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, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

28. This Contract will become effective August 10, 2026, and terminate May 27, 2027, or the last day of meal service provided by the DISTRICT, whichever occurs first.

29. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**OASIS MIDDLE SCHOOL**	
Cindy Spray, Chair	Date	Edna T. Bailey CHARTER SCHOOL Board President or Designee	4-1-26 Date
Dr. Laurie Breslin, Superintendent	Date	Witness	Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND PACE CENTER FOR GIRLS

2026-2027 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **PACE CENTER FOR GIRLS** hereafter referred to as the CONTRACT SCHOOL for the 2026-2027 school year.

1. The DISTRICT agrees to provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

- [x] Breakfast
- [x] Lunch
- [ ] Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CONTRACT SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the CHARTER SCHOOL's servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, who is authorized to write medical prescriptions under State law or a registered Dietitian, for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will provide the CONTRACT SCHOOL with a monthly menu. The DISTRICT will follow the menu providing complete meals for the students. However, the menu will be subject to availability, whereas a substitution may be made.

10. By 9:00AM each day, the CONTRACT SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CONTRACT SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day. Servings provided shall meet USDA.

11. The CONTRACT SCHOOL shall pay the DISTRICT for all meals ordered. The prices of meals at the CONTRACT SCHOOL shall be equal to and consistent with the DISTRICT's adult meal prices for 2025-2026. Prices are set in the previous school year to be in compliance with the requirements set in the National School Lunch Program Regulations, 7 CFR 210.14(e). The CONTRACT SCHOOL will be notified by July 1, 2026 of a price increase if the DISTRICT is required to raise prices. The DISTRICT shall invoice the CONTRACT SCHOOL for the total monthly meals signed for on the Contract Meal Count Forms when meals are picked up from the DISTRICT and payment is due within 30 days of receipt of the DISTRICT's monthly invoice. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CONTRACT SCHOOL pursuant to this Contract has not been paid by CONTRACT SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CONTRACT SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CONTRACT SCHOOL'S monthly Florida Education Finance Program disbursement.

12. The CONTRACT SCHOOL shall transport the meals from the preparation site to the delivery site. Breakfast meals shall be ready for pick up at 7:30 AM and lunch meals shall be ready for pick up at 10:45 AM. The meals shall be transported in transport containers that maintain safe temperatures and prevent contamination. The CONTRACT SCHOOL shall pick up the meals from the school the DISTRICT designates.

13. The CONTRACT SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms shall be submitted to the DISTRICT daily.

14. The CONTRACT SCHOOL shall maintain applicable health certification and food safety training for its employees.

15. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits.

16. The CONTRACT SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

17. The CONTRACT SCHOOL shall be responsible to maintain the documentation and preparation necessary for any administrative reviews conducted by state agencies. Requests for additional support must be sent to the DISTRICT's Director of Food Services, forty-five (45) days prior to the review. The DISTRICT may invoice the CONTRACT SCHOOL an additional charge for requested support.

18. The CONTRACT SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

19. CONTRACT SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CONTRACT SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CONTRACT SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CONTRACT SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CONTRACT SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

20. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

21. Notwithstanding anything to the contrary contained herein, the DISTRICT does 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.

22. The CONTRACT SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, 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 CONTRACT SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SCHOOL's material breach of this Contract or law, (c) any failure by the CONTRACT SCHOOL to pay its suppliers or any subcontractors. In addition, the CONTRACT 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 CONTRACT SCHOOL, except when the DISTRICT supplied or required use of 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

Contract. The CONTRACT SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT, or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SCHOOL shall 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, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

23. This Contract will become effective August 10, 2026, and terminate May 27, 2027, or the last day of meal service provided by the DISTRICT, whichever occurs first.

24. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**PACE CENTER FOR GIRLS**	
		3·30·26	
Cindy Spray, Chair	Date	CONTRACT SCHOOL Board President or Designee Amy Wick Mavis, ED.	Date
		Kaitlyn Rowe 3.30.26	
Dr. Laurie Breslin, Superintendent	Date	Witness	Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND ST. JOSEPH CATHOLIC SCHOOL

2026-2027 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **ST. JOSEPH CATHOLIC SCHOOL** hereafter referred to as the CONTRACT SCHOOL for the 2026-2027 school year.

1. The DISTRICT agrees to provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

- ☐ Breakfast
- ☑ Lunch
- ☐ Snack
- ☐ Pick Up
- ☑ Delivery ($550 charge per month)

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CONTRACT SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall provide the adequate number of unitized meals to meet the requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CONTRACT SCHOOL's Principal or their designee, in writing.

6. The DISTRICT will provide disposable containers, silverware and appropriate condiments.

7. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

8. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

9. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, who is authorized to write medical prescriptions or a registered Dietitian under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

10. The DISTRICT will provide the CONTRACT SCHOOL with a monthly menu. The DISTRICT will follow the menu providing complete meals for the students. However, the menu is subject to availability, whereas a substitution may be made.

11. By 8:30AM each day, the CONTRACT SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal order, including the number of servings requested. The CONTRACT SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals ordered no later than 10:00 AM each day. Servings provided shall meet USDA requirements.

12. The CONTRACT SCHOOL shall pay the DISTRICT for all meals ordered. The prices of meals at the CONTRACT SCHOOL shall be equal to and consistent with the DISTRICT's adult meal prices for 2026-2027. Prices are set in the previous school year to be in compliance with the requirements set in the National School Lunch Program Regulations, 7 CFR 210.14(e). The CONTRACT SCHOOL will be notified by July 1, 2026 of a price increase if the DISTRICT is required to raise prices. The DISTRICT shall invoice the CONTRACT SCHOOL for the total monthly meals signed for on the Contract Meal Count Forms when meals are delivered from the DISTRICT and payment is due within 30 days of receipt of the DISTRICT's monthly invoice. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CONTRACT SCHOOL pursuant to this Contract has not been paid by CONTRACT SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CONTRACT SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CONTRACT SCHOOL'S monthly Florida Education Finance Program disbursement.

13. If the CONTRACT SCHOOL selects to transport the meals from the preparation site to the delivery site, meals shall be ready for pick up by 10:15 AM. The meals shall be transported in transport containers that maintain safe temperatures and prevent contamination. The CONTRACT SCHOOL shall pick up the meals from the school the DISTRICT designates.

14. If the CONTRACT SCHOOL selects the DISTRICT to deliver the meals from the preparation site to the delivery site for the number of meals ordered, meals will be delivered by 10:15 AM unless other delivery arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CONTRACT SCHOOL's Principal or their designee, in writing.

15. The CONTRACT SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms shall be submitted to the DISTRICT daily.

16. The CONTRACT SCHOOL shall maintain applicable health certification and food safety training for its employees.

17. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits.

18. The CONTRACT SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

19. The CONTRACT SCHOOL shall be responsible to maintain documentation and preparation necessary for any administrative reviews conducted by state agencies. Requests for additional support must be sent to the DISTRICT's Director of Food Services, forty-five (45) days prior to the review. The DISTRICT may invoice the CONTRACT SCHOOL an additional charge for requested support.

20. The CONTRACT SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

21. CONTRACT SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CONTRACT SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CONTRACT SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CONTRACT SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CONTRACT SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

22. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

23. Notwithstanding anything to the contrary contained herein, the DISTRICT does 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.

24. The CONTRACT SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, 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 CONTRACT SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SCHOOL's material breach of this Contract or law, (c) any failure by the CONTRACT SCHOOL to pay its suppliers or any

subcontractors. In addition, the CONTRACT 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 CONTRACT SCHOOL, except when the DISTRICT supplied or required use of 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 Contract. The CONTRACT SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SCHOOL shall 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, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

25. This Contract will become effective August 10, 2026, and terminate May 27, 2027, or the last day of meal service provided by the DISTRICT, whichever occurs first.

26. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**ST JOSEPH CATHOLIC SCHOOL**	
		3/27/26	
Cindy Spray, Chair	Date	CONTRACT SCHOOL Board President or Designee	Date
		3/27/26	
Dr. Laurie Breslin, Superintendent	Date	Witness	Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA AND THE DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA

2026-2027 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **THE DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA on behalf of State College of Florida Collegiate School** hereafter referred to as the CHARTER SCHOOL for the 2026-2027 school year.

1. The DISTRICT shall provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)
☒ Breakfast
☒ Lunch
☒ Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the CHARTER SCHOOL's servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, who is authorized to write medical prescriptions under State law or a registered Dietitian, for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. The DISTRICT agrees to provide a DISTRICT employee for breakfast, lunch, and snack to assist in delivery and set up, stay at the site and operate the point-of-sale software, and basic clean up at the end of meal service.

11. The DISTRICT shall deliver the adequate number of bulk servings to meet the requirements for the number of meals ordered, unless other delivery arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal.

12. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The menu will identify additional menu choices such as peanut butter and jelly sandwiches, salad entrees, and deli sandwiches available. The DISTRICT will follow the menu, providing complete meals for the students. However, the menu will be subject to availability, whereas a substitution may be made.

13. The DISTRICT shall provide a point-of-sale computer, the appropriate software and shall maintain the computer and all DISTRICT supplied equipment.

14. The CHARTER SCHOOL shall pay the DISTRICT $16,000.00 (Payment) and also the costs indicated in paragraph 15 below. The Payment shall be paid (a) in total at the beginning of the current school year or (b) in 10 monthly installments of $1,600.00 due within 30 days of receipt of the DISTRICT's monthly invoice. DISTRICT shall provide transport of meals. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2026-2027. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Finance Program disbursement.

15. The DISTRICT will provide detailed accounting of charges and money owed from the CHARTER SCHOOL for paid and reduced-price student meals and adult meals, monthly. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, including student and adult charges incurred for meals and will be billed at the end of the current school year.

16. Meals will be delivered to the CHARTER SCHOOL based on estimated participation in sufficient quantities to serve all students who want to participate in the meal.

17. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

18. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen, and assisting in loading and unloading the food, equipment and supplies to/from the van. The CHARTER SCHOOL will also be responsible for trash removal and disposal.

19. The CHARTER SCHOOL agrees to maintain applicable health certification and food safety training for its employees.

20. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

21. The CHARTER SCHOOL agrees to abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

22. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CHARTER SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

23. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

24. The CHARTER SCHOOL will have the option to participate in Food & Nutrition Services Theme Days.

25. The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

26. CHARTER SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CHARTER SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CHARTER SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CHARTER SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CHARTER SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

27. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

28. Notwithstanding anything to the contrary contained herein, the DISTRICT and the CHARTER 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.

29. The CHARTER SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, 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 CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER 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 CHARTER SCHOOL, except when the DISTRICT supplied or required use of 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 Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall 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, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

30. This Contract will become effective August 10, 2026, and terminate May 27, 2027, or the last day of meal service provided by the DISTRICT, whichever occurs first.

31. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY

Cindy Spray, Chair — Date

Dr. Laurie Breslin, Superintendent — Date

DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA

Patricia Rand 4.8.26

CHARTER SCHOOL Board President or Designee — Date

Dr. Patricia Rand, Vice President, Academic Affairs

Witness — Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND STEP UP SUNCOAST, INC., HEAD START

2026-2027 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **STEP UP SUNCOAST INC., HEAD START** hereafter referred to as the CONTRACT SCHOOL for the 2026-2027 school year. This Contract will apply to the **HEAD START** programs at any school-based sites. CONTRACT SCHOOL shall provide final list of locations by August 1, 2026.

1. The DISTRICT shall provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

☒ Breakfast
☒ Lunch

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

4. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

5. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, who is authorized to write medical prescriptions under State law or a registered Dietitian for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

6. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

7. The DISTRICT agrees to prepare meals served. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT by a daily roster of students served meals.

8. The DISTRICT will provide the CONTRACT SCHOOL with a monthly menu. The DISTRICT will follow the menu, providing complete meals for the students. However, the menu is subject to availability, whereas a substitution may be made.

9. Meal service for the CONTRACT SCHOOL will be provided as part of the meal service at all school-based sites.

10. The CONTRACT SCHOOL shall be responsible for payment of all adult meals provided. The DISTRICT will provide detailed accounting of money owed from the CONTRACT SCHOOL for adult meals. The prices of meals at the CONTRACT SCHOOL shall be equal to and consistent with the DISTRICT's adult meal prices for 2026-2027. The CONTRACT SCHOOL shall make payment within 30 days of receipt of the DISTRICT's monthly invoice. The CONTRACT SCHOOL shall pay the DISTRICT, all outstanding account charges, including student and adult charges incurred for meals and will be billed at the end of the current school year.

11. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The DISTRICT shall conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CONTRACT SCHOOL's meal accountability procedures not meet the DISTRICT's requirements, the CONTRACT SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

12. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that CONTRACT SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

13. The CONTRACT SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

14. The CONTRACT SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A, and incorporated herein by reference, entitled Nutrition and Wellness.

15. The CONTRACT SCHOOL shall be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

16. The CONTRACT SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CONTRACT SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CONTRACT SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CONTRACT SCHOOL or its personnel or

contractors to comply with any of the laws referenced in this paragraph or related to CONTRACT SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

17. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

18. Notwithstanding anything to the contrary contained herein, the DISTRICT does 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.

19. The CONTRACT SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, 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 CONTRACT SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SCHOOL's material breach of this Contract or law, (c) any failure by the CONTRACT SCHOOL to pay its suppliers or any subcontractors. In addition, the CONTRACT 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 CONTRACT SCHOOL, except when the DISTRICT supplied or required use of 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 Contract. The CONTRACT SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT, or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SCHOOL shall 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, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

20. This Contract will become effective August 10, 2026, and terminate May 27, 2027, or the last day of meal service provided by the DISTRICT, whichever occurs first.

21. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**STEP UP SUNCOAST, INC., HEAD START**	
Cindy Spray, Chair	Date	CEO CONTRACT SCHOOL Board President or Designee	3/26/24 Date
Dr. Laurie Breslin, Superintendent	Date	Witness	Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND VISIBLE MEN ACADEMY, INC.

2026-2027 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **VISIBLE MEN ACADEMY, INC.,** hereafter referred to as the CHARTER SCHOOL for the 2026-2027 school year.

1. The DISTRICT shall provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

X Breakfast
X Lunch
Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall deliver the adequate number of unitized meals to meet the requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal.

6. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

7. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

8. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

9. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, who is authorized to write medical prescriptions under State law or a registered Dietitian for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

10. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

11. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. The DISTRICT agrees to provide a DISTRICT employee for breakfast and lunch, to assist in delivery and set up, stay at the site, and operate the point-of-sale software, and basic clean up at the end of meal service.

12. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The DISTRICT will follow the menu, providing complete meals for the students. However, the menu will be subject to availability, whereas a substitution may be made.

13. The DISTRICT shall provide a point-of-sale computer, the appropriate software and shall maintain the computer and all DISTRICT supplied equipment.

14. The CHARTER SCHOOL shall pay the DISTRICT $7,500.00 (Payment) and also the costs indicated in paragraph 15 below. The Payment shall be paid (a) in total at the beginning of the current school year or (b) in 10 monthly installments of $750.00 due within 30 days of receipt of the DISTRICT's monthly invoice. DISTRICT shall provide transport of meals. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2026-2027. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Finance Program disbursement.

15. The CHARTER SCHOOL shall be responsible for payment of adult meals ordered. Any unclaimed meals will be charged at the adult price. The DISTRICT will provide detailed accounting of charges and money owed from the CHARTER SCHOOL for adult meals monthly. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, including

student and adult charges incurred for meals and will be billed at the end of the current school year.

16. By 9:00AM each day, the CHARTER SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CHARTER SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day. Servings provided shall meet USDA requirements.

17. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

18. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen, and assisting in loading and unloading the food, equipment, and supplies to/from the van. The CHARTER SCHOOL will also be responsible for trash removal and disposal. The DISTRICT shall provide serving and portioning instructions to the servers.

19. The CHARTER SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms shall be submitted to the DISTRICT daily.

20. The CHARTER SCHOOL shall maintain applicable health certification and food safety training for its employees.

21. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

22. The CHARTER SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A, and incorporated herein by this reference, entitled Nutrition and Wellness.

23. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. on-site visits. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CHARTER SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

24. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

25. The CHARTER SCHOOL will have the option to participate in Food & Nutrition Services Theme Days.

26. The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

27. CHARTER SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CHARTER SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CHARTER SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CHARTER SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CHARTER SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

28. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

29. Notwithstanding anything to the contrary contained herein, the DISTRICT does 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.

30. The CHARTER SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, 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 CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER 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 CHARTER SCHOOL, except when the DISTRICT supplied or required use of 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 Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT, or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall 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, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

31. This Contract will become effective August 10, 2026, and terminate May 27, 2027, or the last day of meal service provided by the DISTRICT, whichever occurs first.

32. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**VISIBLE MEN ACADEMY, INC.**	
		Jami Stearns 03/31/26	
Cindy Spray, Chair	Date	CHARTER SCHOOL Board President or Designee	Date
Dr. Laurie Breslin, Superintendent	Date	Witness	Date

AGENDA ITEM NO. 11.14

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Request for Approval of Assignment of Charter Contract from North River Charter Academy, Inc. to Parrish Charter Academy, Inc., Resulting in Both Charter Contracts Supervised by the Same Governing Board (No Financial Impact)

Executive Summary
The Governing Board members serving Parrish Charter Academy and North River Charter Academy are identical in membership, but they are not designated as identical in name at this time. The Governing Board serving Parrish Charter Academy is named "Parrish Charter Academy, Inc." and the same Board members serve North River Charter Academy under the name "North River Charter Academy, Inc." The same members serve on two separate boards for two charters operated by FORZA Education Management, LLC ("FORZA"). This request is to consolidate the two Governing Boards, identical membership but individually named into one Governing Board name, "Parrish Charter Academy, Inc." If approved, both charter schools, Parrish Charter Academy and North River Charter Academy will operate with oversight from the "Parrish Charter Academy, Inc." Governing Board. This will result in an amendment to the North River Charter Academy contract to reflect the name change of the Governing Board.

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 Request for Approval of Assignment of Charter Contract from North River Charter Academy, Inc. to Parrish Charter Academy, Inc., Resulting in Both Charter Contracts Supervised by the Same Governing Board (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: District Support Services
Initiated by: Dr. Valerie Hyer, Coordinator, Charter Schools

Attachments:
PCA NRCA Consolidation
PCA NRCA Gov Bd Consolidation Follow Up Letter

PARRISH CHARTER ACADEMY
SOARING BEYOND EXPECTATIONS!

March 30, 2026

Dr. Laurie Breslin
Superintendent
School District of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205

Re: Request for Approval of Assignment of Charter Contract from North River Charter Academy, Inc. to Parrish Charter Academy, Inc.

Dear Dr. Breslin:

On behalf of North River Charter Academy, Inc. and Parrish Charter Academy, Inc., we write to request the School Board's approval of the assignment of North River Charter Academy, Inc.'s ("NRCA") charter contract to Parrish Charter Academy, Inc. ("PCA"). This request arises in connection with a broader restructuring of the charter schools governed by shared governing boards and operated by FORZA Education Management, LLC ("FORZA").

As part of the broader restructuring, the parties propose to consolidate under PCA, with all of NRCA's assets to be assigned or otherwise transferred in connection with that transaction. At present, however, NRCA and PCA operate separate charter schools in Manatee County under separate charter contracts. NRCA and PCA also share the same board members and the same management company, FORZA. This restructuring would align the schools' legal and operational structure more closely with their existing governance and management model.

The proposed restructuring is intended to improve operational efficiency, management, and governance under a more streamlined organizational structure, which the schools believe will ultimately benefit students and families. The schools believe this consolidation will reduce administrative inefficiencies, strengthen oversight and coordination, and better position school leadership to direct resources toward students and school operations. In the schools' view, the proposed structure will ultimately benefit students and families of both schools.

At present, each school has its own separate financing arrangement for its respective facilities, and the properties and assets associated with each school are subject to mortgages, liens, and related collateral arrangements in favor of their respective lenders. Because those collateral pools and financing structures must remain separate at this time, the proposed charter contract

assignment, undertaken in connection with the broader restructuring, cannot take effect unless and until all required lender and third-party consents have been obtained. Thus, the approval of the assignment of NRCA's charter contract will remain in escrow until the transaction closes.

The parties currently anticipate pursuing a refinancing later this year that is expected to bring both properties under a unified financing structure. In connection with that anticipated refinancing and related closing, PCA would be the surviving entity.

Accordingly, the parties respectfully request that the School Board approve the assignment of NRCA's charter contract to PCA, with the express understanding that such approval will not become effective unless and until the related transaction closes and all required lender and third-party consents have been obtained. The parties currently anticipate the closing will occur in April or May of 2027.

We appreciate the School Board's consideration of this request. Please let us know if the District or School Board members would like any additional information or supporting documentation in connection with their review.

Sincerely,

Mark Macabe
Board President
On behalf of North River Charter Academy, Inc.
and Parrish Charter Academy, Inc.

April 23, 2026

Dr. Laurie Breslin
Superintendent
School District of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205

Re: Follow-Up and Clarification — Assignment of Charter Contract from North River Charter Academy, Inc. to Parrish Charter Academy, Inc.

Dear Dr. Breslin:

I am writing on behalf of North River Charter Academy, Inc. ("NRCA Nonprofit") and Parrish Charter Academy, Inc. ("PCA Nonprofit") as a follow-up to my letter sent on January 29, 2026 regarding the request to assign the charter contract for North River Charter Academy to the PCA Nonprofit. This request is part of a larger corporate restructuring that we are looking to undertake to bring Parrish Charter Academy and North River Academy under the same governing board and legal entity. Right now, each school is operated under separate entities that technically have separate governing boards, even though both boards are composed of the same individuals. This restructuring would align the schools' legal and operational structure more closely with their existing governance and management model.

We want to emphasize that the request is only for an assignment of the North River Charter Academy charter contract from the NRCA Nonprofit to the PCA Nonprofit. The end result is that the PCA Nonprofit would hold two separate charter contracts, one for Parrish Charter Academy and one for North River Charter Academy. While the PCA Nonprofit and NRCA Nonprofit as corporate entities would effectively be merging, the two charter schools would remain separate and distinct with their own charter contracts.

Below is a summary of what the restructuring would entail:

- The PCA Nonprofit currently holds the charter contract for Parrish Charter Academy and the NRCA Nonprofit currently holds the charter contract for North River Charter Academy.
- Under the proposed restructuring, the PCA Nonprofit and the NRCA Nonprofit would be merged, with the PCA Nonprofit being the surviving entity.
- The charter contract for North River Charter Academy would be assigned to the PCA Nonprofit, along with the assets and liabilities of the NRCA Nonprofit.
- The PCA Nonprofit would then hold two separate charter contracts: one for Parrish Charter Academy and one for North River Charter Academy.

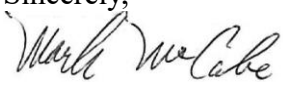
- Parrish Charter Academy and North River Charter Academy would continue to be operated under the PCA Nonprofit as separate and distinct charter schools, each with their own separate charter contracts, but now under one unified nonprofit corporation and one governing board.

As mentioned in the previous letter, this merger will not actually take place until the Parrish Charter Academy and North River Charter Academy properties have been refinanced. That is likely to occur in April or May of 2027. While we are seeking the School Board's approval now as part of our comprehensive planning for this merger, the merger itself and the assignment of the North River Charter Academy charter contract from the NRCA Nonprofit to the PCA Nonprofit would not be effective until the closing. In order for us to move forward with the refinancing, we require authorization from the School Board on the assignment of the North River Charter Academy charter contract, which is the reason we are seeking the approval at this stage.

We are seeking an amendment to the charter contract for North River Charter Academy authorizing the assignment to the PCA Nonprofit that would be contingent upon and not effective until the closing on the refinancing in 2027.

Please let us know if you would like any additional information.

Sincerely,



Mark McCabe
Board President
On behalf of North River Charter Academy, Inc.
and Parrish Charter Academy, Inc.

AGENDA ITEM NO. 11.15

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Bid for Custodial Equipment, Parts and Repair Services, SDMC No. 27-0006-MR, Estimated in the Amount of $350,000.00 Annually (Multiple Funding Sources)

Executive Summary
This bid is utilized to purchase custodial equipment and repair parts; pricing is based on a discount percentage off from various manufacturers for equipment and parts. The District has a standard list of approved equipment utilized by Custodian Department at school sites and ancillary sites. New equipment is purchased as needed and parts are purchased for repairs of existing equipment by in-house repair technicians.
Approval of this agenda item does not indicate immediate or complete expenditure of approved funds.

The requested contract is for the period of July 1, 2026 through June 30, 2029. This bid is for a period of three years with the option to renew for two additional one-year periods.

Historical expenditures are as follows:
Fiscal Year to date 2025-2026: $341,468.69
Fiscal Year 2024-2025: $179,963.96
Fiscal Year 2023-2024: $242,185.74

The bid is recommended for award to:
Cypress Supply Inc., Altamont Springs, FL, Florida Document No. 576604
Gem Supply Company, Orlando, FL, Florida Document No. 489524
The Scrubber Shop, LLC, Parrish, FL, FL, Florida Document No. L24000022870
West Florida Supply Company, Sarasota, FL, Florida Document No. 527997
Additional manufactures that may be utilized by the district for purchases direct from factory or authorized dealers: Altro Clarke, Betco, BE Pressure Supply- Manatee Pressure Washer Supply, Century, Crusader, Excel, Harvester, Lil Hummer, MI-T-M- Scott Paint, Ninja/Century- Don Jon, Nobles-Tennant Company or Grainger, Pioneer Athletics- Factory Direct, Pullman Holt, Whittaker- Factory Direct.

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 the bid for custodial equipment, parts and repair services, SDMC No. 27-0006-MR, estimated in the amount $350,000.00 annually (Multiple Funding Sources).

Financial Impact
The funding source for this estimated expenditure is Capital Funds, General Funds, and is included in Maintenance, Operations & Central Distribution Warehouse Department/other departments proposed budget

for 2026-2027 **(Multiple Funding Sources)**.

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

Attachments:
27-0006MR - TAB
27-0006-MR -AGREEMENT-THE SCRUBBER SHOP
27-0006-MR -AGREEMENT-GEM SUPPLY
27-0006-MR -AGREEMENT-CYPRESS SUPPLY

NOTICE OF INTENT TO AWARD

BID ON CUSTODIAL EQUIPMENT, PARTS AND REPAIR SERVICES, SDMC No. 27-0006-MR

CONTRACT PERIOD: JULY 1, 2026 THROUGH JUNE 30, 2029

BOARD APPROVAL ON APRIL 28, 2026

TABULATION OF BIDS ON CUSTODIAL EQUIPMENT, PARTS AND REPAIR SERVICES, SDMC No. 27-0006-MR

Bids Due: 3:00 p.m., Monday, March 23, 2026

Bidder's Name	1. ADVANCE			2. ALTO CLARKE			3. BETCO		
	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes
Cypress Supply	No Bid	No Bid		No Bid	No Bid		No Bid	No Bid	
Gem Supply Company	No Bid	**12%**		No Bid	No Bid		No Bid	No Bid	
The Scrubber Shop	No Bid	**5%**		No Bid	**5%**		No Bid	**21%**	
West Florida Supply Company	**12%**	**17%**		No Bid	No Bid		No Bid	No Bid	

Bidder's Name	4. BE PRESSURE SUPPLY			4a. Pressure Washer Cold Water, 400PSI BE BE4013HGS		4b. Whirl A Way Flat Surface Cleaner 20" BE200WAW/PP-DFSCP18GZ	
	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes		Notes		Notes
Cypress Supply	No Bid	No Bid		No Bid		No Bid	
Gem Supply Company	No Bid	**12%**		No Bid		No Bid	
The Scrubber Shop	No Bid	No Bid		No Bid		No Bid	
West Florida Supply Company	No Bid	No Bid		No Bid		No Bid	

Bidder's Name	5. CENTURY			6. CRUSADER			7. EXCEL		
	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes
Cypress Supply	No Bid	No Bid		No Bid	No Bid		No Bid	No Bid	
Gem Supply Company	No Bid	No Bid		No Bid	No Bid		No Bid	No Bid	
The Scrubber Shop	No Bid	No Bid		No Bid	No Bid		No Bid	No Bid	
West Florida Supply Company	No Bid	No Bid		No Bid	No Bid		No Bid	No Bid	

Bidder's Name	8. HARVESTER			9. HOOVER			10. KAIVAC		
	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes
Cypress Supply	No Bid	No Bid		No Bid	No Bid		No Bid	No Bid	
Gem Supply Company	No Bid	No Bid		**22%**	**18%**		**22%**	**18%**	
The Scrubber Shop	No Bid	No Bid		No Bid	No Bid		No Bid	**5%**	
West Florida Supply Company	No Bid	No Bid		No Bid	No Bid		No Bid	No Bid	

TABULATION OF BIDS ON CUSTODIAL EQUIPMENT, PARTS AND REPAIR SERVICES, SDMC No. 27-0006-MR

Bids Due: 3:00 p.m., Monday, March 23, 2026

Bidder's Name	11. LIL HUMMER			12. MI-T-M			12a. Pressure Washer Hot Water , 2400 PSI MI-T-M GH-2403-0GAH	
	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	BID PRICE	Notes
Cypress Supply	No Bid	No Bid		No Bid	No Bid		No Bid	
Gem Supply Company	No Bid	No Bid		No Bid	No Bid		No Bid	
The Scrubber Shop	No Bid	No Bid		No Bid	No Bid		No Bid	
West Florida Supply Company	No Bid	No Bid		No Bid	No Bid		No Bid	

Bidder's Name	13. MERCURY			13a. Carpet Spotter 3 Gallon, Mercury Model X				13b. Floor Machine Boss - 175			
	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	BID PRICE FOR EQUIPMENT	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	BID PRICE FOR EQUIPMENT	EQUIPMENT	PARTS PERCENT DISCOUNT	Notes
Cypress Supply	No Bid	No Bid		No Bid				No Bid			
Gem Supply Company	No Bid	No Bid		No Bid				No Bid			
The Scrubber Shop	21%	21%		$903.20				$1,695.00			
West Florida Supply Company	12%	12%		$599.00				$1,423.00			

Bidder's Name	14. MINUTEMAN INTERNATIONAL			14.a Extractor Carpet, Self Contained, 500 PSI with Heater RUShMM-R500H		15. NACECARE		
	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes		Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes
Cypress Supply	No Bid	No Bid		No Bid		25%	0%	
Gem Supply Company	24%	22%		$3,787.26		18%	12%	
The Scrubber Shop	20%	22%		$4,287.32		No Bid	25%	
West Florida Supply Company	No Bid	No Bid		No Bid		15%	15%	

Bidder's Name	15a. Wet/Dry Vacuum 20 Gallon, WV1800DH/C3A		15b. Back-Pack Vacuum RSV130		16. NINJA		
	BID PRICE FOR EQUIPMENT	Notes	BID PRICE FOR EQUIPMENT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes
Cypress Supply	$1,124.25		$471.75		No Bid	No Bid	
Gem Supply Company	$1,287.26		$549.87		No Bid	No Bid	
The Scrubber Shop	No Bid		No Bid		No Bid	No Bid	
West Florida Supply Company	$1,150.00		$465.00		No Bid	No Bid	

TABULATION OF BIDS ON CUSTODIAL EQUIPMENT, PARTS AND REPAIR SERVICES, SDMC No. 27-0006-MR

Bids Due: 3:00 p.m., Monday, March 23, 2026

Bidder's Name	16a. Carpet Extractor, self-contained, 412122HMO		17. NOBLES			17a. Burnisher battery operated, NOB-612967	
	BID PRICE FOR EQUIPMENT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	BID PRICE FOR EQUIPMENT	Notes
Cypress Supply	No Bid		No Bid	No Bid		No Bid	
Gem Supply Company	No Bid		No Bid	No Bid		No Bid	
The Scrubber Shop	No Bid		No Bid	No Bid		No Bid	
West Florida Supply Company	No Bid		No Bid	No Bid		No Bid	

Bidder's Name	18. PIONEER			18a. Brite Striper 2000 Model BS2000		18b. Brite Striper 3000 Model BS3000	
	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	BID PRICE FOR EQUIPMENT	Notes	BID PRICE FOR EQUIPMENT	Notes
Cypress Supply	No Bid	No Bid		No Bid		No Bid	
Gem Supply Company	No Bid	No Bid		No Bid		No Bid	
The Scrubber Shop	No Bid	No Bid		No Bid		No Bid	
West Florida Supply Company	No Bid	No Bid		No Bid		No Bid	

Bidder's Name	18c. Brite Striper 3000, self-propelled Model BS3000SP		19. PRESSURE PRO			20. PRO TEAM		
	BID PRICE FOR EQUIPMENT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes
Cypress Supply	No Bid		**25%**	**5%**		No Bid	No Bid	
Gem Supply Company	No Bid		**18%**	**12%**		**22%**	**18%**	
The Scrubber Shop	No Bid		No Bid	No Bid		**20%**	**20%**	
West Florida Supply Company	No Bid		**12%**	**12%**		No Bid	No Bid	

Bidder's Name	21. PACIFIC			21.a PACIFIC RS28 Orbital rider scrubber w/ Battery Shield and HydroLink, 360A lead acid batteries, on-board charger. Pac-895408		21. b. PACIFIC Orbital with Battery Sheild, PAC-855417 Pacific S-20		
	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	BID PRICE FOR EQUIPMENT	Notes	BID PRICE FOR EQUIPMENT		Notes
Cypress Supply	**0%**	**0%**		**$17,137.60**	(1)	**$8,814.40**		(2)
Gem Supply Company	**23%**	**23%**		**$18,987.26**		**$8,386.26**		
The Scrubber Shop	No Bid	**25%**		No Bid		No Bid		
West Florida Supply Company	**10%**	**10%**		**$24,698.58**		**$10,841.75**		

Bidder's Name	21. c. PACIFIC Orbital Floor Machine 20" W/O Weight Kit, PAC 545411		22. PULLMAN HOLT			23. RUBBERMAID		
	BID PRICE FOR EQUIPMENT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes
Cypress Supply	**$3,432.00**	**(3)**	No Bid	No Bid		No Bid	No Bid	
Gem Supply Company	**$2,622.87**		No Bid	No Bid		**22%**	**22%**	
The Scrubber Shop	No Bid		No Bid	No Bid		No Bid	No Bid	
West Florida Supply Company	**$3,185.78**		No Bid	No Bid		**12%**	**12%**	

TABULATION OF BIDS ON CUSTODIAL EQUIPMENT, PARTS AND REPAIR SERVICES, SDMC No. 27-0006-MR

Bids Due: 3:00 p.m., Monday, March 23, 2026

Bidder's Name	23.a Tilt Truck 1/2 Cubic Yard 1304		23.b Tilt Truck 1 Cubic Yard 1314		23.c Janitorial Cart 6173	
	BID PRICE FOR EQUIPMENT	Notes	BID PRICE FOR EQUIPMENT	Notes	BID PRICE FOR EQUIPMENT	Notes
Cypress Supply	No Bid		No Bid		No Bid	
Gem Supply Company	**$664.94**		**$950.35**		**$369.80**	
The Scrubber Shop	No Bid		No Bid		No Bid	
West Florida Supply Company	**$472.00**		**$679.00**		**$217.00**	

Bidder's Name	24. TOMCAT			24.a Tomcat 20" Micro Mini Walk Behind 164-20TD		24.b Tomcat 20" Ride on Floor Scrubber 545V3-20TD	
	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	BID PRICE FOR EQUIPMENT	Notes	BID PRICE FOR EQUIPMENT	Notes
Cypress Supply	**20%**	**0%**		**$7,004.00**		**$9,674.40**	
Gem Supply Company	No Bid	No Bid		No Bid		No Bid	
The Scrubber Shop	No Bid	**10%**		No Bid		No Bid	
West Florida Supply Company	No Bid	No Bid		No Bid		No Bid	

Bidder's Name	24.c Tomcat- Edge Floor Scrubber 300-20TE-16B		24.d Tomcat Edge Nano Floor Scrubber 100-09TE-16B		25. TORNADO		
	BID PRICE FOR EQUIPMENT	Notes	BID PRICE FOR EQUIPMENT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes
Cypress Supply	**$3,290.95**		**$971.20**		No Bid	No Bid	
Gem Supply Company	No Bid		No Bid		**23%**	**23%**	
The Scrubber Shop	No Bid		No Bid		No Bid	**10%**	
West Florida Supply Company	No Bid		No Bid		No Bid	No Bid	

Bidder's Name	25.a Vacuum Upright TOR91430-CVD30		26. None			27. TRIPLE S		
	BID PRICE FOR EQUIPMENT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes
Cypress Supply	No Bid		No Bid	No Bid		No Bid	No Bid	
Gem Supply Company	**$439.87**		No Bid	No Bid		**22%**	**18%**	
The Scrubber Shop	No Bid		No Bid	No Bid		No Bid	No Bid	
West Florida Supply Company	No Bid		No Bid	No Bid		No Bid	No Bid	

TABULATION OF BIDS ON CUSTODIAL EQUIPMENT, PARTS AND REPAIR SERVICES, SDMC No. 27-0006-MR

Bids Due: 3:00 p.m., Monday, March 23, 2026

Bidder's Name	28. VIPER			28a. Viper Dryer 3 Speed WT 35PD		29. WHITTAKER		
	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	BID PRICE FOR EQUIPMENT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes
Cypress Supply	No Bid	No Bid		No Bid		No Bid	No Bid	
Gem Supply Company	**18%**	**12%**		No Bid		No Bid	No Bid	
The Scrubber Shop	No Bid	**5%**		No Bid		No Bid	No Bid	
West Florida Supply Company	**12%**	**12%**		No Bid		No Bid	No Bid	

Bidder's Name	30. WINDSOR			31 ADDITIONAL MANUFACURERS OFFERED OR BALANCE OF EQUIPMENT			31 ADDITIONAL MANUFACURERS OFFERED OR BALANCE OF EQUIPMENT		
	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes
Cypress Supply	No Bid	No Bid		**10%**	**0%**	(4)	**25%**	**0%**	(5)
Gem Supply Company	**18%**	**12%**		**18%**	**12%**	(10)	**18%**	**12%**	(11)
The Scrubber Shop	No Bid	**15%**		**21%**	**21%**	(6) (16)	**21%**	**21%**	(22)
West Florida Supply Company	No Bid	No Bid		**10%**	**10%**	(23)	**12%**	**12%**	(24)

Bidder's Name	31 ADDITIONAL MANUFACURERS OFFERED OR BALANCE OF EQUIPMENT			31 ADDITIONAL MANUFACURERS OFFERED OR BALANCE OF EQUIPMENT			31 ADDITIONAL MANUFACURERS OFFERED OR BALANCE OF EQUIPMENT		
	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes
Cypress Supply	**30%**	**0%**	(6)	**20%**	**0%**	(7)	**20%**	**0%**	(8)
Gem Supply Company	**18%**	**12%**	(12)	**18%**	**12%**	(13)	**18%**	**12%**	(14)
The Scrubber Shop	**25%**	**25%**	(17)	**22%**	**22%**	(18) (19)	**20%**	**21%**	(21)
West Florida Supply Company	No Bid	No Bid		No Bid	No Bid		No Bid	No Bid	

Bidder's Name	31 ADDITIONAL MANUFACURERS OFFERED OR BALANCE OF EQUIPMENT			32. LABOR RATE TO REPAIR BROKEN EQUIPMENT		33. LABOR RATE FOR PREVENTATIVE MAINTENANCE ON EQUIPMENT	
	EQUIPMENT PERCENT DISCOUNT	PARTS PERCENT DISCOUNT	Notes	HOURLY RATE	Notes	HOURLY RATE	Notes
Cypress Supply	**20%**	**0%**	(9)	**$85.00**		**$125.00**	
Gem Supply Company	**18%**	**12%**	(15) (16)	**$79.00**		**$138.00**	
The Scrubber Shop	**21%**	**22%**	(20)	**$80.00**		**$80.00**	
West Florida Supply Company	No Bid	No Bid		**$45.00**		**$45.00**	

TABULATION OF BIDS ON CUSTODIAL EQUIPMENT, PARTS AND REPAIR SERVICES, SDMC No. 27-0006-MR

Bids Due: 3:00 p.m., Monday, March 23, 2026

Bidder's Name	Address of Services Center, Phone Number and Contact Name			Manufacturer(s) authorized to Services/Repair.
Cypress Supply	668 Florida Central Parkway, Longwood, FL 32750	David Greenwoo	407-448-4574	Tomcat, Timberline, Pacific, Bissell, Perfect Vac, Pioneer, EDIC, NaceCare
Gem Supply Company	5222 110 Ave N Clearwater, FL 33760	Jason Rivera	407-766-4380	All Manufacturers on this bid.
The Scrubber Shop	7678 15 Street E Sarasota, FL 34243	John Ryel	941-500-1109	All Manufacturers on this bid.
West Florida Supply Company	1184 N Washington BLVD, Sarasota, Fl 34236	Paul Felix	941-365-2838	As listed

Notes:

1) Tomcat CR2 Edge, Hero & Battery Sheild 360 Att on Board Tomcat L65V2-28TE
2) Tomcat 155V23, Sport Edge
3) Tomcat 300-20TE-16B
4) Mystil Washer
5) Perfect Vac
6) Bissell
7) Toter
8) Filmop
9) Timberline
10) Simpson
11) ERI Clean
12) Intelligent Design Manufacturing
13) Gausium
14) Motor Scrubber
15) Square Scrub
16) EDIC
17) Ice
18) Hawk
19) Mosquito
20) Sandia
21) Simpson Pressure Washer (FNA)
22) Onyx Propane
23) Mytee
24) IPC Eagle

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 27-0006-MR

THIS AGREEMENT is entered into by and between The School Board of Manatee County, Florida, hereinafter "District" and The Scrubber Shop (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

BID TITLE, CUSTODIAL EQUIPMENT,PARTS AND REPAIRS SERVICES **SDMC No.** 27-0006-MR

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from July 1, 2026 through June 30, 2029. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation (on file in Purchasing)
3.2 Exhibit B, Bid Tabulation (on file in Purchasing)
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.5 Exhibit E, Contractor Affidavit Regarding the Use of Coercion for Labor and Services

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the

failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

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

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members

may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

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

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this

Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the

relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

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

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

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: KRYE997A

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business

operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	The Scrubber Shop 7678 15TH STR E. SARASOTA, FL 34243
If mailed to District:	The School District of Manatee County, Attn:Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain

all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
The Scrubber Shop CONTRACTOR/COMPANY NAME	7678 15TH STR E. SARASOTA, FL 34243 ADDRESS
PHONE 941-500-1109	EMAIL JRYEL@THESCRUBBERSHOPFL.COM
TYPE OR PRINT NAME JOHN RYEL	TITLE OWNER
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8800 X44070	EMAIL RYAN@MANATEESCHOOLS.NET
TYPE OR PRINT NAME MELODY RYAN	TITLE CAPITAL BUYER

SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $49.999.99)	Date
School Principal	Date	Superintendent (no greater than $99,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $100,000.00)	Date

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: The Scrubber Shop

TELEPHONE NUMBER: 941-500-1109

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

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

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
NOT ON SCHOOL CAMPUS		

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

EXHIBIT E

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: The Scrubber Shop

Address: 7678 15TH STR E. SARASOTA, FL 34243

Phone Number: 941-500-1109

Authorized Representative's Name: JOHN RYEL

Authorized Representative's Title: OWNER

Email Address: JRYEL@THESCRUBBERSHOPFL.COM

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____ _____

Signature of Authorized Representative Date

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 27-0006-MR

THIS AGREEMENT is entered into by and between The School Board of Manatee County, Florida, hereinafter "District" and Gem Supply Inc. (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

BID TITLE, CUSTODIAL EQUIPMENT,PARTS AND REPAIRS SERVICES **SDMC No.** 27-0006-MR

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from July 1, 2026 through June 30, 2029. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation (on file in Purchasing)
3.2 Exhibit B, Bid Tabulation (on file in Purchasing)
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.5 Exhibit E, Contractor Affidavit Regarding the Use of Coercion for Labor and Services

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the

failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

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

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members

may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

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

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this

Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the

relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

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

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

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 906373

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business

operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Gem Supply Inc. 1312 W WASHINGTON ST, ORLANDO FL 32805
If mailed to District:	The School District of Manatee County, Attn:Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain

all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
Gem Supply Inc. CONTRACTOR/COMPANY NAME	1312 W WASHINGTON ST, ORLANDO FL 32805 ADDRESS
PHONE 813-401-9933	EMAIL JPEZEY@GEMSUPPLY.NET
TYPE OR PRINT NAME JOHN PREZEY	TITLE FACILITY ADVISOR
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8800 X44070	EMAIL RYAN@MANATEESCHOOLS.NET
TYPE OR PRINT NAME MELODY RYAN	TITLE CAPITAL BUYER

SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $49.999.99)	Date
School Principal	Date	Superintendent (no greater than $99,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $100,000.00)	Date

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Gem Supply Inc.

TELEPHONE NUMBER: 813-401-9933

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

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

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
NOT ON SCHOOL CAMPUS		

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

EXHIBIT E

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: Gem Supply Inc.

Address: 1312 W WASHINGTON ST, ORLANDO FL 32805

Phone Number: 813-401-9933

Authorized Representative's Name: JOHN P. PEZEY

Authorized Representative's Title: FACILITY ADVISOR

Email Address: JPEZEY@GEMSUPPLY.NET

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____ _____

Signature of Authorized Representative Date

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 27-0006-MR

THIS AGREEMENT is entered into by and between The School Board of Manatee County, Florida, hereinafter "District" and Cypress Supply Inc. (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

BID TITLE, CUSTODIAL EQUIPMENT,PARTS AND REPAIRS SERVICES **SDMC No.** 27-0006-MR

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from July 1, 2026 through June 30, 2029. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation (on file in Purchasing)
3.2 Exhibit B, Bid Tabulation (on file in Purchasing)
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.5 Exhibit E, Contractor Affidavit Regarding the Use of Coercion for Labor and Services

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the

failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

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

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members

may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

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

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this

Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the

relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

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

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

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 815006

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business

operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Cypress Supply Inc.
If mailed to District:	The School District of Manatee County, Attn:Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain

all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
Cypress Supply Inc. CONTRACTOR/COMPANY NAME	668 FLORIDA CENTRAL PARKWAY ADDRESS
PHONE 407-332-0556	EMAIL SUSAN@CYPRESSSUPPLY.COM
TYPE OR PRINT NAME JIM STREICH	TITLE PRESIDENT
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8800 X44070	EMAIL RYAN@MANATEESCHOOLS.NET
TYPE OR PRINT NAME MELODY RYAN	TITLE CAPITAL BUYER

SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $49.999.99)	Date
School Principal	Date	Superintendent (no greater than $99,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $100,000.00)	Date

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Cypress Supply Inc.

TELEPHONE NUMBER: 407-332-0556

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
STREICH, JAMES	8/25/2029	

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

EXHIBIT E

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: Cypress Supply Inc.

Address: 668 FLORIDA CENTRAL PARKWAY

Phone Number: 407-332-0556

Authorized Representative's Name: JIM STREICH

Authorized Representative's Title: PRESIDENT

Email Address: SUSAN@CYPRESSSUPPLY.COM

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____ _____

Signature of Authorized Representative Date

AGENDA ITEM NO. 11.16

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Use of the Hendry County School District Bid on Relocatable Classrooms and M ultipurpose Buildings, SDMC No. 26-0114-MR, Estimated in the Amount of $550,000.00 Annually (Capital Fund)

Executive Summary
The District is requesting approval to use Hendry County School District bid #26-0005. The bid will be utilized to purchase/lease modular buildings to help with overcrowding as needed districtwide. Other services include custom size/layout or building upgrades, relocations of Type IIB Classrooms, walkways and canopies and engineering upgrades. The increase in expenditures is due to repairs required as a result of damage from Hurricane Milton and Hurricane Helen.

The requested contract is for the period through April 21, 2027, with a renewal option of 2 additional 1-year period.

Historical expenditures are as follows:
Fiscal Year to date 2025-2026: $2,235,160.10
Fiscal Year 2024-2025: $112,498.75
Fiscal Year 2023-2024: $408,160.00

Vendors agreed to extend the pricing to the School District Manatee County under the same terms and conditions as the Hendry County School District. Copies of the proposal specifications and pricing are on file in the purchasing department.

Rule 6A-1.012(6), Florida Administrative Code, states "In lieu of requesting competitive solicitations from three (3) or more sources, district school boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board."

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow.
Hendry County School District awarded their bid to:
Smart Mobile Modular LLC, Plantation, FL, Florida Document No.
W23000034602.

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 the Approval of the Use of the Hendry County School District Bid on Relocatable Classrooms and Multipurpose Buildings, SDMC No. 26-0114-MR, Estimated in the Amount of $550,000.00 Annually (Capital Fund)

Financial Impact

The funding for this estimated expenditure is Local Capital Improvement and is included in Maintenance, Operations and Central Distribution Warehouse Department approved budget for 2025-2026 and proposed budget for 2026-2027 **(Capital Fund).**

Contact

Submitting Departments: Maintenance, Operations & Central Distribution Warehouse and Purchasing
Initiated By: Todd Henson

Attachments:
BID TABULATION SHEET ITB 26 0005
26-0114-MR - PARTICIPATION- SMART MODULAR

BID TABULATION SHEET
ITB 26-0005
Purchase and Lease of Modular Buildings

Item 1: Outright Purchase of New Type II-B STANDARD Profile New Side Stackable Classroom Units per HENDRY COUNTY Attached Specifications and drawing

Classroom Unit, 24' x 36', with bathroom (Type II-B)

COMPANY NAME	PURCHASE PRICE	DELIVERY CHARGE	INSTALLATION ON DRY STACK PIERS	INSTALLATION ON CONCRETE PADS PER UNIT
Aries	**$164,758.75**	**$6,337.50**	**$10,000**	**$19,375.00**
Smart Modular Solutions	**$135,500.00**	**$4,750.00**	**$4,530.00**	**$7,500.00**
Creative Modular Buildings	**$158,168.00**	**$4,790.00**	**$5,400.00**	**$9,800.00**

Classroom Unit, 24' x 36', without bathroom (Type II-B)

COMPANY NAME	PURCHASE PRICE	DELIVERY CHARGE	INSTALLATION ON DRY STACK PIERS	INSTALLATION ON CONCRETE PADS PER UNIT
Aries	**$160,725.00**	**$6,337.50**	**$10,000.00**	**$19,3750.00**
Smart Modular Solutions	**$131,918.00**	**$4,750.00**	**$4,630.00**	**$7,500.00**
Creative Modular Buildings	**$154,941.00**	**$4,790.00**	**$5,400.00**	**$9,800**

I t e m 2 Outright Purchase of New Type II-B New Toilet Units per YOUR Attached Specifications and drawing THAT YOU ARE OFFERING

Toilet Unit, Please provide specification and/or floor plan (Type II-B)

COMPANY NAME	PURCHASE PRICE 12' x 36' Toilet Unit	DELIVERY CHARGE	INSTALLATION ON DRY STACK PIERS	INSTALLATION ON CONCRETE PADS PER UNIT
Aries	**$154,546.25**	**$3,168.75**	**$5,000.00**	**$11,250.00**
Smart Modular Solutions	**$129,951.00**	**$3,070.00**	**$2,228.00**	**$3,750.00**
Creative Modular Buildings	**$148,664.00**	**$2,395.00**	**$2,650.00**	**$5,250.00**

I t e m 3 : Outright Purchase of New Type II-B New 24 X 36 Toilet Units per YOUR Attached Specifications and drawing THAT YOU ARE OFFERING

COMPANY NAME	PURCHASE PRICE 24' x 36 Toilet Unit	DELIVERY CHARGE	INSTALLATION ON DRY STACK PIERS	INSTALLATION ON CONCRETE PADS PER UNIT
Aries	**$267,650.00**	**$6337.50**	**$10,000.00**	**$19,375.00**
Smart Modular Solutions	**$229,620.00**	**$5,698.00**	**$5,150.00**	**$7,500.00**
Creative Modular Buildings	**$256,944.00**	**$4,790.00**	**$5,400.00**	**$9,800.00**

Item4: OTHER SERVICES, SIZES, LAYOUTS AND ADDITIONS

SHOW AS COST PLUS PERCENTAGE (NO PLANS OR SPECIFICATIONS FOR ITEM)

COMPANY NAME	CUSTOM SIZE/LAYOUT OR BUILDING UPGRADES, AND	RELOCATIONS OF TYPE IIB CLASSROOMS	WALKWAYS AND CANOPIES	ENGINEERING & UPGRADES BECAUSE OF CODE CHANGE
	COST PLUS ___%	**COST PLUS ___%**	**COST PLUS ___%**	**COST PLUS ___% ***
Aries	**20**	**20**	**20**	**20**
Smart Modular Solutions	**10**	**10**	**10**	**10**
Creative Modular Buildings	**20**	**20**	**20**	**20**

OPERATING AND LEASE PURCHASE OPTIONS

COMPANY NAME	**TERM LENGTH FOR LEASE-PURCHASE**	**FINANCE FACTOR TO MULTIPLY ABOVE PURCHASE PRICING**	TERM LENGTH FOR OPERATING LEASE	**OPERATING FACTOR MULTIPLY ABOVE PURCHASE PRICING**
	60 MONTHS WITH $1.00 PURCHASE OPTION At End		**12 MONTHS**	
Aries		**N/A**	**12 months** **24 months (N/A)**	**12 months .0486** **24 months .0243**
Smart Modular Solutions		**.20**	**12**	**.20**
Creative Modular Buildings		**.022012**	**.04532**	**N/A**

ITB 26-0005
Purchase and Lease of Modular Buildings
EVALUATION SCORE SHEET:

ITB CRITERIA	EVALUATION	Maximum Score	Aries	Smart Modular Solutions	Creative Modular Buildings
1. Pricing	Lowest, economical pricing while still maintaining quality of product.	10	3	9	6
2. Technical Qualifications	Describe the organizational structure of the entity responsible for the material(s).	10	10	10	10
3. Capability of Performing the work	Describe the company's capabilities to complete the orders in a timely manner.	10	10	10	10
4. Experience	Provide a list and description of three (3) completed commercial site projects. • Issues addressed during projects.	10	10	10	10
5. Budget and Schedule	Provide examples of how your team has achieved a high level of quality on projects with challenging budgets and/or schedules. Projects described in this criterion may be in addition to those listed in item 3.	10	1	1	1
6. Business Location	Provide business address. Companies with a 100-mile radius from the District School Board of Hendry County will be considered.	10	10	8	9
7. References	Provide the name, company, and title and phone number for reference contacts for the three (3) projects listed a. above in ITB Criteria #3. These references should be familiar with your proposed team's performance in completing the project.	10	10	10	10
Points	**Total Potential Points Based on Rating Scale**	70	54	**58**	56

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

PARTICIPATING AGREEMENT, SDMC No. 26-0114-MR_

This Participating Agreement is made and entered into as of the last date signed below by and between The School Board of Manatee County, Florida, (District) and Smart Modular Solutions LLC (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 **Hendry County School District** competitively procured and awarded **Relocatable Classrooms Toilet and M**ultipurpose Buildings, 26-0005 and is hereto as Exhibit A, ("Solicitation"). A contract was executed **Piggyback contract April 21, 2026** between the parties and is hereto as Exhibit B, ("Authorized Contract").

2. **PURPOSE AND SCOPE**

The purpose of the Participating Agreement is to **Relocatable Classrooms Toilet and M**ultipurpose Buildings 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 May 12, 2026 or the date on which the Participating 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 **Hendry County School District.**

3.2 **Renewal:** Upon agreement of the parties, this Participating Agreement may be renewed for a term that does not exceed the initial or renewal term of the Authorized Contract. Renewal must be in writing and is subject to the same terms and conditions set forth in the Authorized Contract, and any amendments, and this Participating Agreement, and any amendments.

4. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

4.1 The following exhibits are attached, incorporated, and made a part of this Participating Agreement:

Exhibit A, Solicitation
Exhibit B, Authorized Contract
Exhibit C, **Hendry County School District** Tabulation
Exhibit D, Contractor Information Form (required if Contractor will be doing work at any District Site)
Exhibit E, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
Exhibit F, Contractor Affidavit Regarding the Use of Coercion for Labor and Services

In the event of a conflict between the terms and conditions provided in the body of this Participating Agreement and any exhibit, the parties hereby agree that the order of precedence shall be as follows: [list in order of priority].

5. **TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT:** Notwithstanding any provision herein to the contrary, in the event of a conflict between terms in Exhibit B and the terms in this section 5, the terms of this section 5 shall govern.

5.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, Exhibit D, must be completed and returned with the signed contract where the contractor is performing services on any District property.

5.2 **ASSIGNABILITY:** The parties may not assign this Participating Agreement or any right or obligation of this Participating Agreement without prior written consent of the other party.

5.3 **THIRD PARTY BENEFICIARIES:** The parties to this Participating Agreement do not intend that this Participating Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Participating Agreement.

5.4 **GOVERNING LAW:** This Participating Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Participating Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Participating Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Participating Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

5.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Participating Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Participating Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

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

5.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

5.8 **INDEMNIFICATION**:
Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Participating Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Participating Agreement shall survive termination of this Participating Agreement for any claims that may be filed after the termination date of the Participating Agreement provided the claims are based upon actions that occurred during the performance of this Participating Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

5.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and district expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by the District.

5.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, the Contractor will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this Participating 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. Contractor 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 Participating Agreement.

5.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

5.12 **SEVERABILITY:** If any one or more of the provisions of this Participating Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Participating Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

5.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Participating Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

5.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Participating Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Participating Agreement upon written notice per paragraph 5.16, Termination for Convenience.

5.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Participating Agreement for cause in the event of a material breach of this Participating Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Participating Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Participating Agreement.

5.16 **TERMINATION FOR CONVENIENCE:** This Participating Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

5.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Participating Agreement, Contractor acknowledges that the portion of its books and records related to this Participating Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Participating Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Participating Agreement term and following completion of the Participating Agreement if Contractor does not transfer the records to District.

d. Upon completion of this Participating Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Participating Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Participating Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

5.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

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

5.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier, District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

5.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Participating Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Participating Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Participating Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Participating Agreement for any period of time concurrent with any lapse in coverage.

5.23 **ENTIRE AGREEMENT:** This Participating Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Participating Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Participating 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.

5.24 **AMENDMENTS:** This Participating Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

5.25 **BINDING EFFECT:** This Participating Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

5.26 **AUTHORITY TO EXECUTE:** The individual executing this Participating Agreement on behalf of the Contractor is duly and fully authorized to execute this Participating Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Participating Agreement.

5.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Participating Agreement.

5.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Participating Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

5.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

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

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

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: __2077783_____

5.31 **CERTIFICATION REGARDING SCRUTINIZED ACTIVITIES:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

5.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this Participating agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Participating Agreement.

5.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment, or neglect to the statewide toll-free telephone number of the central abuse hotline.

5.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Smart Modular Solutions LLC 5330 Lake Bluff Terrace, Sanford, FL 342771
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to	The School District of Manatee County, Attn: Purchasing

District:	Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

5.35

FEDERAL GRANTS TERMS AND CONDITIONS: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit E and as may be amended from time to time.

5.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.37 **OTHER PROVISIONS:**

5.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by the District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of the Contractor, or any of its sub-contractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Participating Agreement. If a sub-contractor fails to terminate said employee or independent contractor, the Contractor shall terminate its agreement with the sub-contractor. If Contractor 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 Participating Agreement may be terminated by District. "Firearm" has the meaning given in Subsection 790.001 Florida Statutes

5.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Participating Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Participating Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Participating Agreement and District property. District shall have the right to terminate this Participating Agreement if the Contractor does not comply with this provision.

5.37.3 *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 Contractor's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on District property. If any employee or independent

contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Participating Agreement by the Contractor. If a sub-contractor fails to terminate said employee or independent contractor, the Contractor shall terminate its agreement with the sub-contractor. If the Contractor 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 Participating Agreement may be terminated by District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Participating Agreement on behalf of the respective party.	
CONTRACTOR/COMPANY NAME SMART MODULAR SOLUTIONS LLC	ADDRESS 5330 LAKE BLUFF TERRANCE, SANDFORD, FL 32771
PHONE 727-412-4382	EMAIL GENE HAMMOND <GENE@GENEHAMMOND.COM>
TYPE OR PRINT NAME GENE HAMMOND	TITLE
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-780-8800	EMAIL RYAN@MANATEESCHOOLS.NET
TYPE OR PRINT NAME MELODY RYAN	TITLE CAPITAL BUYER

SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $49,999.99)	Date
School Principal	Date	Superintendent(nogreaterthan$99,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $100,000.00)	Date

EXHIBIT D

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Smart Modular

TELEPHONE NUMBER: 27412-4382

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT E

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1)Procure or obtain.
(2)Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,''

and implementing regulations at 41 CFR part 60, ‘‘Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.’’200.322 Domestic preferences for procurements.

EXHIBIT F

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: Smart Modular Solutions LLS_____

Address: 5330 Lake Bluff Terrance Sanford, FL 32771_____

Phone Number: 727-412-4382_____

Authorized Representative's Name: Gene Hammond_____

Authorized Representative's Title: _____

Email Address: Gene Hammond <gene@genehammond.com>_____

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____ _____

Signature of Authorized Representative Date

AGENDA ITEM NO. 11.17

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Use the Sourcewell Proposal on Vehicle Lifts with Garage and Fleet Maintenance Equipment RFP# 121223, SDMC No. 25-0110-KD Estimated in the Amount of $400,000.00 Annually (Multiple Funding Sources)

Executive Summary
Sourcewell issued a proposal for vehicle lifts, garage and fleet maintenance equipment No. 121223. This proposal will be utilized to purchase fleet-related maintenance equipment, supplies, tools and services. The equipment/tools and service will be purchased for the District's vehicle maintenance department, Manatee Technical College (MTC) auto tech lab, and MTC's Aviation Maintenance Technician (AMT) program. The AMT program prepares students for Federal Aviation Administration (FAA) certification and careers in aircraft maintenance, repair, and overhaul. Additional supplies, equipment, and services will be purchased on an as needed basis.

The contract is valid through February 12, 2028, with renewals through February 18, 2031, and additional extensions, as executed by Sourcewell.

Historical expenditures are as follows:
- YTD 2025-2026 (July 1, 2025 through April 17, 2025) $59,013.63
- 2024-2025 $123,268.35
- 2023-2024 $588,971.82

Approval of this proposal and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period. Vendors agreed to extend the pricing to the School District Manatee County under the same terms and conditions as the Sourcewell proposal. Copies of the proposal specifications and pricing are on file in the purchasing department.

Rule 6A-1.012(6), Florida Administrative Code, states "In lieu of requesting competitive solicitations from three (3) or more sources, district school boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board."

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 use the Sourcewell proposal on vehicle lifts with garage and fleet maintenance equipment RFP# 121223, SDMC No. 25.0110-KD estimated in the amount of $400,000.00 annually (Multiple Funding Sources).

Financial Impact
The funding source for this annually estimated expenditure is General, School District of Manatee County-Aviation Maintenance Technician School at SRQ Airport (Project Number 410-90950-6S001), and other District funds as needed and is included in the approved budgets for 2025-2026 (Multiple Funding Sources).

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

Attachments:
Sourcewell Award Recommendation -Vehicle Lifts 121223

DocuSign Envelope ID: EB28A358-0DCF-4DFA-8039-A1871EF60695

COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #121223
Entitled

Vehicle Lifts with Garage and Fleet Maintenance Equipment

The following advertisement was placed October 24, 2023 in *USA Today*, in South Carolina's *The State,* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter www.nyscr.ny.gov, October 25, 2023 in Oregon's *Daily Journal of Commerce*, and October 24 and October 31, 2023 in *The Oklahoman*:

> *Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Vehicle Lifts with Garage and Fleet Maintenance Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

A&R Project Solutions, Ltd.	Kepner Equipment, Inc. dba Chaffee Ward Equipment
A1 Parke Hill, LLC	Liftnow Automotive Equipment Corp.
AccuGov, Inc.	Mohawk Lifts, LLC
Advanced Vehicle Technology Group, LLC	NOBEL COMPUTER SYSTEMS, INC.
Arconas Corporation	NS Corporation
ARI Phoenix, Inc.	Nwestco, LLC
Automotive Parts Headquarters	OMER USA, Inc.
B-Line Tire and Auto Supply	On the Fly Government Contracting
Bendpak, Inc.	PAI Holdco, Inc.
BL Systems, Inc.	PWXPress
BYD TRUCK, LLC	Quantum Lift Corp.
Cheyne Burris, Inc.	Ripple Construction

DocuSign Envelope ID: EB28A358-0DCF-4DFA-8039-A1871EF60695

Classic Welding, LLC	Rossman Enterprises, Inc. DBA MagneGrip
Coastal Bend Elevator	Safety-Kleen Systems, Inc.
Devivo Companies	Snap-on Industrial, A Division of IDSC Holdings, LLC
ELLIOTT AUTO SUPPLY CO., INC.	Snider Fleet Solutions
Enders and Associates, INC.	Spika Design & Manufacturing, Inc.
Energicity Corp.	Stertil-Koni USA, Inc.
FCAR DIAGNOSTICS, LLC	Supreme Lifts and Equipment, Inc.
FCAR TECH USA	Technology International, Inc.
FELIX TECHNOLOGY, INC.	TELLISTIC TECHNOLOGY SERVICES
Fireball Equipment, Ltd.	The Proposal Lab
H D Liftservice, Inc.	Vanguard Manufacturing, Ltd.
Innovative Rescue Systems LLC dba Amkus Rescue Systems	Vehicle Service Group, LLC
Intangles USA, Inc.	VOLTA ion Corp.
Interclean Equipment, LLC	WestRim Contractors, Ltd.
ISN Canada Group, Inc.	Wright Tool Company, LLC
K.B. Steel Fabrication	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on December 12, 2023 at 4:30 pm CT. Proposals were received from the following:

AccuGov, Inc.
ARI Phoenix, Inc.
Bendpak, Inc.
B-Line Tire and Auto Supply, Ltd.
FCAR TECH USA
Fireball Equipment, Ltd.
Intangles USA, Inc.
Interclean Equipment, LLC
Kepner Equipment, Inc. dba Chaffee Ward Equipment
Liftnow Automotive Equipment Corp.
Mohawk Lifts, LLC
NS Corporation
Rossman Enterprises, Inc. DBA MagneGrip
Snap-on Industrial, A Division of IDSC Holdings, LLC
Snider Fleet Solutions
Stertil-Koni USA, Inc.
Supreme Lifts and Equipment, Inc.
Vehicle Service Group, LLC
VOLTA ion Corp.

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, M.S., Senior Procurement Analyst
Brandon Town, NIGP-CPP, CPSM, CPSD, Senior Procurement Analyst

DocuSign Envelope ID: EB28A358-0DCF-4DFA-8039-A1871EF60695

Carol Jackson, Procurement Analyst
Lisa Truax, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

ARI Phoenix, Inc. has specialized in maintenance equipment for heavy-duty vehicles for over 30 years. Their product line consists of lifts, shop equipment, exhaust extraction and wheel service equipment. ARI Phoenix, Inc., has 49 distributors located throughout the United States and Canada able to provide sales and service to Sourcewell Members. They also have 15 full time service technicians dispersed in major metropolitan areas. ARI Phoenix, Inc. is providing participating entities with a solid discount off their list price.

Bendpak, Inc. offers a wide range of vehicle lifts and shop equipment to Sourcewell entities. Bendpak offers a wide variety of services, maintenance and accessories. With their sales force and 750 installation/service teams, they cover all of the United States and Canada. Bendpak, Inc. offers warranty coverage and a competitive discount off MSRP pricing to Sourcewell participating entities.

Liftnow Automotive Equipment Corp. offers multiple lines of equipment and comprehensive service options for Sourcewell members and their equipment. A variety of ordering options are available, including an e-procurement portal, purchase order by email, and phone supported sales. Liftnow offers competitive pricing with a solid discount for Sourcewell participating entities.

Mohawk Lifts, LLC, is a federally certified small business providing Sourcewell members a wide array of vehicle lifts, wheel service equipment, portable shop equipment, and vehicle wash equipment - all engineered, designed, and manufactured in the US. Sourcewell members will be served across the US and Canada by a vast dealer network that provides pre and post-sale support such as installation, training, and service. All products proposed by Mohawk are being provided at a discount with shipping included within the Continental United States.

Snap-on Industrial, A Division of IDSC Holdings, LLC offers hand and power tools, tool storage, fleet maintenance diagnostics, garage equipment and shop tools. Snap-On’s Sales Team, Field Service Technicians and Authorized Independent Service Contractors cover all 50 states. Snap-On Industrial offers competitive pricing and discounts to Sourcewell participating entities.

Stertil-Koni USA, Inc. product line includes heavy-duty vehicle lifting systems, shop equipment, hoists, related accessories and ongoing fleet servicing equipment for government and educational entities. Stertil-Koni USA Inc. has distributors in the United States and Canada that can provide delivery, installation and service to Sourcewell Members. They are offering robust discount off list pricing for participating entities.

DocuSign Envelope ID: EB28A358-0DCF-4DFA-8039-A1871EF60695

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #121223 to:

ARI Phoenix, Inc.	#121223-ARP
Bendpak, Inc.	#121223-BND
Liftnow Automotive Equipment Corp.	#121223-LFT
Mohawk Lifts, LLC	#121223-MRL
Snap-on Industrial, A Division of IDSC Holdings, LLC	#121223-SNP
Stertil-Koni USA, Inc.	#121223-SKI

The preceding recommendations were approved on February 1, 2024.

DocuSigned by:
Greg Grunig
7DDDCEFD8B3D45D...
Greg Grunig, M.S., Senior Procurement Analyst

DocuSigned by:
Brandon Town
7BCA93CD6377421...
Brandon Town, NIGP-CPP, CPSM, CPSD, Senior Procurement Analyst

DocuSigned by:
Carol Jackson
6EE63AEDED5F46E...
Carol Jackson, Procurement Analyst

DocuSigned by:
Lisa Truax
04A338655E9E49E...
Lisa Truax, Procurement Analyst

DocuSign Envelope ID: EB28A358-0DCF-4DFA-8039-A1871EF60695

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #121223** for **Vehicle Lifts with Garage and Fleet Maintenance Equipment**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.

2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer

AGENDA ITEM NO. 11.18

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Bid on General Trade Labor Services and Repairs, SDMC No. 26-0117-MR, Estimated in the Amount of $200,000.00 Annually (Capital Fund)

Executive Summary
This bid provides General Trade Labor services to support the Maintenance and Operations Department with repairs and projects that cannot be completed in-house. The scope of work includes drywall installation and repair, concrete block wall construction, stucco and gypsum work, tile installation, canopy and awning repairs, bathroom partition installation, covered play structure repairs, and other miscellaneous general maintenance tasks.
It is recommended that contracts be awarded to all responsive suppliers. Work will be assigned beginning with the lowest priced vendor and proceeding in order of cost efficiency.

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 May 13, 2026 through May 31, 2028. This bid is for a period of two years with the option to renew for two additional one-year periods.

There are no historical expenditures since this is a new bid. Increasing project outsourcing to address staffing shortages.

The bid is recommended for award to:
Castillo Reyna Remodelling Services LLC, Bradenton, FL, Florida Document No. L25000235487
I.S Contractors, LLC, Tampa, FL, Florida Document No. L22000491815
POD LLC dba Painters on Demand, Tampa, FL, Florida Document No. L13000027388
Pukta Corporation, Temple Terrace, FL, Florida Document No. P23000009050
Smart Modular Solutions, Sanford, FL, Florida Document No. L16000096793
Tonch General Maintenance Florida LLC, Bushnell, FL, Florida Document No. L19000040595
Toro Construction Services Inc, Tampa, FL, Florida Document No. P09000048496

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 the General Trade Labor Services and repairs, SDMC No. 26-0117-MR, estimated in the amount of $200,000.00 annually (Capital Fund).

Financial Impact
The funding source for this estimated expenditure is Capital Fund and is included in Maintenance, Operations

& Central Distribution Warehouse Department approved budget for 2025-2026 and proposed budget for 2026-2027 **(Capital Fund)**.

Contact
Submitting Departments: Maintenance, Operations & Central Distribution Warehouse and Purchasing
Initiated by: Todd Henson

Attachments:
26-0117 Tabulation
26-0117-MR - CONTRACT OF AWARD Casillo Reyna Remodelling
26-0117-MR - CONTRACT OF AWARD I.S. Contractors, LLC
26-0117-MR - CONTRACT OF AWARD POD LLC dba Painters on Demand
26-0117-MR - CONTRACT OF AWARD PUKTA Corporation
26-0117-MR - CONTRACT OF AWARD Smart Modular Solutions LLC
26-0117-MR - CONTRACT OF AWARD Tonch General Maintenance Florida LLC
26-0117-MR - CONTRACT OF AWARD Toro Construction Services Inc

NOTICE OF INTENT TO AWARD

BID ON GENERAL TRADE LABOR SERVICES AND REPAIRS, SDMC No. 26-0117-MR

CONTRACT PERIOD: MAY 13, 2026 THROUGH MAY 31, 2028

BOARD APPROVAL ON MAY 12, 2026

TABULATION OF BID ON GENERAL TRADE LABOR SERVICES AND REPAIRS, SDMC No. 26-0117-MR

Bids Due: 3:00 p.m., Tuesday, April 14, 2026

Bidder's Name	LABOR CATEGORY					
	1. General Trade Labor- Standard repair, installation, and maintenance tasks		2. Skilled Carpenter- Drywall, framing, partitions, finish carpentry		3. Masonry Technician- CMU, concrete, stucco repairs	
	Hourly Rate	Notes	Hourly Rate	Notes	Hourly Rate	Notes
Castillo Reyna Remodelling Services LLC	**$50.00**		**$50.00**		**$50.00**	
I.S. Contractors, LLC	**$48.00**		**$57.00**		**$58.00**	
POD LLC dba Painters on Demand	No Bid		No Bid		No Bid	
PUKTA Corporation	**$60.00**		**$75.00**		$70.00	
Smart Modular Solutions LLC	**$85.00**	**(7)**	**$125.00**	**(7)**	**$125.00**	**(7)**
Tonch General Maintenance Florida LLC	**$40.00**		**$40.00**		**$40.00**	
Toro Construction Services Inc	**$70.00**		**$70.00**		**$70.00**	

Bidder's Name	LABOR CATEGORY					
	4. Tile Setter- Tile installation, grout, waterproofing		5. Painter/Finisher- Interior/exterior coatings, texture matching		6. Metal Fabrication/Repair- Canopy, awning, structural screen repairs	
	Hourly Rate	Notes	Daily Rate	Notes	Hourly Rate	Notes
Castillo Reyna Remodelling Services LLC	**$50.00**		**$50.00**		No Bid	
I.S. Contractors, LLC	**$65.00**		**$55.00**		**$82.00**	
POD LLC dba Painters on Demand	No Bid		**$75.00**		No Bid	
PUKTA Corporation	**$80.00**		**$70.00**		**$90.00**	
Smart Modular Solutions LLC	**$125.00**	**(7)**	**$75.00**	**(7)**	**$150.00**	**(7)**
Tonch General Maintenance Florida LLC	**$50.00**		**$40.00**		**$50.00**	
Toro Construction Services Inc	**$70.00**		**$70.00**		**$70.00**	

Bidder's Name	LABOR CATEGORY					
	7. Playground Structure- Technician-Covered play structure repairs/ new install		8. Screening Technician- Window, door, patio, and enclosure screening		9. Emergency Response Labor- After-hours, weekends, urgent repairs	
	Hourly Rate	Notes	Hourly Rate	Notes	Hourly Rate	Notes
Castillo Reyna Remodelling Services LLC	No Bid		**$50.00**		**$50.00**	
I.S. Contractors, LLC	**$78.00**		**$54.00**		**$90.00**	
POD LLC dba Painters on Demand	No Bid		No Bid		No Bid	
PUKTA Corporation	**$70.00**		**$65.00**		**$85.00**	
Smart Modular Solutions LLC	**$125.00**	**(7)**	**$125.00**	**(7)**	**$200.00**	**(7)**
Tonch General Maintenance Florida LLC	**$50.00**		**$30.00**		**$55.00**	
Toro Construction Services Inc	**$70.00**		**$70.00**		**$70.00**	

TABULATION OF BID ON GENERAL TRADE LABOR SERVICES AND REPAIRS, SDMC No. 26-0117-MR

Bids Due: 3:00 p.m., Tuesday, April 14, 2026

Bidder's Name	MATERIAL MARKUP			
	10. Standard Materials- Include a percentage allowed for overhead and profit. A MAXIMUM OF 25% MARK-UP of cost of supplied materials will be allowed		11. Specialty Materials- Include a percentage allowed for overhead and profit. A MAXIMUM OF 25% MARK-UP of cost of supplied materials will be allowed	
	% Mark Up	Notes	% Mark Up	Notes
Castillo Reyna Remodelling Services LLC	**0-25%**		**0-25%**	
I.S. Contractors, LLC	**17%**		**20%**	
POD LLC dba Painters on Demand	**20%**		**20%**	
PUKTA Corporation	**12%**		**18%**	
Smart Modular Solutions LLC	**20%**		**20%**	
Tonch General Maintenance Florida LLC	**15%**		**15%**	
Toro Construction Services Inc	**20%**		**20%**	

Bidder's Name	EQUIPMENT RATES					
	12. Scaffolding		13. Lift Equipment (Scissor/Boom)		14. Concrete/Masonry Tools	
	Per Day Rate	Notes	Per Day Rate	Notes	Per Day Rate	Notes
Castillo Reyna Remodelling Services LLC	**$50.00**		No Bid		No Bid	
I.S. Contractors, LLC	**$185.00**		**$365.00**		**$125.00**	
POD LLC dba Painters on Demand	**(2)**	**(2)**	**(3)**	**(3)**	**No Bid**	
PUKTA Corporation	**$400.00**		**$1,200.00**		**$180.00**	
Smart Modular Solutions LLC	**$20.00-$200.00**	**(4)**	**$100.00-$500.00**		**$20.00-$200.00**	
Tonch General Maintenance Florida LLC	**$250.00**		**$500.00**		**$50.00**	
Toro Construction Services Inc	**(8)**	**(8)**	**(8)**	**(8)**	**(8)**	**(8)**

Bidder's Name	EQUIPMENT RATES					
	15. Tile Cutting Equipment		Other Items		Other Items	
	Per Day Rate	Notes	Per Day Rate	Notes	Per Day Rate	Notes
Castillo Reyna Remodelling Services LLC	No Bid		**(1)**	**(1)**		
I.S. Contractors, LLC	**$75.00**					
POD LLC dba Painters on Demand	No Bid					
PUKTA Corporation	**$180.00**					
Smart Modular Solutions LLC	**$20.00-$200.00**	**(5)**	**$200.00-$500.00**	**(6)**		
Tonch General Maintenance Florida LLC	**$25.00**					
Toro Construction Services Inc	**(8)**	**(8)**	**(8)**	**(8)**		

TABULATION OF BID ON GENERAL TRADE LABOR SERVICES AND REPAIRS, SDMC No. 26-0117-MR

Bids Due: 3:00 p.m., Tuesday, April 14, 2026

Bidder's Name	RENTAL OF EQUIPMENT		SUBCONTRACTED SERVICES		DISPOSAL SERVICES	
	16. Rental of equipment percentage mark-up of cost. This is equipment that is used on occasion, not in the regular course of services. A MAXIMUM OF 10% MARKUP of cost of rental equipment will be allowed.		17. Use of Subcontractors. On occasion, it is recognized that subcontracted services may be necessary. Subcontracted services are to be billed at net cost. A MAXIMUM OF 10% MARK-UP of cost will be allowed.		18. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of cost of disposal services will be allowed.	
	% Mark Up	Notes	% Mark Up	Notes	% Mark Up	Notes
Castillo Reyna Remodelling Services LLC	**10%**		**10%**		**10%**	
I.S. Contractors, LLC	**8%**		**10%**		**10%**	
POD LLC dba Painters on Demand	**10%**		**10%**		No Bid	
PUKTA Corporation	**10%**		**8%**		**10%**	
Smart Modular Solutions LLC	**10%**		**10%**	**(7)**	**10%**	
Tonch General Maintenance Florida LLC	**7%**		**10%**		**10%**	
Toro Construction Services Inc	**10%**	**(8)**	**10%**		**10%**	**(8)**

Notes:
1) other equipment as requested, per price list.
2) Varies. Will provide at time of quote.
3) Varies based on lift size. Will Provide at time of quote.
4) Size/height.
5) Type
6) Delivery of equipment by rental Company
7) Labor pricing represents an average of expected ranges. The per hour pricing listed may vary up or down +/- 20% depending upon the sub contractor.
Proposal estimates will be provide on each job that will reflect the actual pricing.
Contractors include:
Above All Modular, MNM Construction Painting, TSI Painting, Oneco Concrete, Duffey's Pro Building, EB Construction and Inspections, Turf's Up Hydroseeding Plus, A Plus Construction and Cleaning Services, Southeast Modular Manufacturing
8) Cost of rental plus 10%.

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No.26-0117-MR

THIS AGREEMENT is entered into by and between The School Board of Manatee County, Florida, hereinafter "District" and Castillo Reyna Remodelling Services LLC (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

BID TITLE,GENERAL TRADE LABOR SERVICES AND REPAIRS, SDMC No. 26-0117-MR

2. TERM AND RENEWAL

2.1 **Term:** The term of this Agreement shall be from May 13, 2026 through May 31, 2028. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.5 Exhibit E, Contractor Affidavit Regarding the Use of Coercion for Labor and Services

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the

failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

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

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members

may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

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

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this

Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the

relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

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

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

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

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business

operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Castillo Reyna Remodelling Services LLC 5220 31th Street Court East Bradenton . FL 34203
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain

all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
Castillo Reyna Remodelling Services LLC CONTRACTOR/COMPANY NAME	5220 31th Street Court East Bradenton , FL 34203 ADDRESS
PHONE 786-771-6547	EMAIL lcastillov74@gmail.com
TYPE OR PRINT NAME Lazaro Castillo Velazquez	TITLE owner
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8800 ext. 44070	EMAIL RYAN@MANATEESCHOOLS.NET
TYPE OR PRINT NAME MELODY RYAN	TITLE CAPITAL BUYER

SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $49.999.99)	Date
School Principal	Date	Superintendent (no greater than $99,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $100.000.00)	Date

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Castillo Reyna Remodelling Services LLC

TELEPHONE NUMBER: 786-771-6547

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE

COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

EXHIBIT E

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: Castillo Reyna Remodelling Services LLC

Address: 5220 31th Street Court East Bradenton , FL 34203

Phone Number: 786-771-6547

Authorized Representative's Name: Lazaro Castillo Velazquez

Authorized Representative's Title: owner

Email Address: lcastillov74@gmail.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____ _____

Signature of Authorized Representative Date

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No.26-0117-MR

THIS AGREEMENT is entered into by and between The School Board of Manatee County, Florida, hereinafter "District" and I.S. Contractors, LLC (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

BID TITLE,GENERAL TRADE LABOR SERVICES AND REPAIRS, SDMC No. 26-0117-MR

2. TERM AND RENEWAL

2.1 **Term:** The term of this Agreement shall be from May 13, 2026 through May 31, 2028. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.5 Exhibit E, Contractor Affidavit Regarding the Use of Coercion for Labor and Services

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the

failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

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

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members

may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

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

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this

Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the

relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

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

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

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: ISHEC662

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business

operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	I.S. Contractors, LLC 8270 Woodland Center BLVD Tampa, FL 33614
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain

all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
I.S. Contractors, LLC CONTRACTOR/COMPANY NAME	8270 Woodland Center BLVD Tampa, FL 33614 ADDRESS
PHONE 813-562-9467	EMAIL ishearer@iscontractorsmngmt.com
TYPE OR PRINT NAME Ivan Shearer	TITLE CEO
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8800 ext. 44070	EMAIL RYAN@MANATEESCHOOLS.NET
TYPE OR PRINT NAME MELODY RYAN	TITLE CAPITAL BUYER

SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $49.999.99)	Date
School Principal	Date	Superintendent (no greater than $99,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $100.000.00)	Date

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: I.S. Contractors, LLC

TELEPHONE NUMBER: 813-562-9467

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE

COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

EXHIBIT E

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: I.S. Contractors, LLC

Address: 8270 Woodland Center BLVD Tampa, FL 33614

Phone Number: 813-562-9467

Authorized Representative's Name: Ivan Shearer

Authorized Representative's Title: CEO

Email Address: ishearer@iscontractorsmngmnt.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____ _____

Signature of Authorized Representative Date

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No.26-0117-MR

THIS AGREEMENT is entered into by and between The School Board of Manatee County, Florida, hereinafter "District" and POD LLC dba Painters on Demand (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

BID TITLE,GENERAL TRADE LABOR SERVICES AND REPAIRS, SDMC No. 26-0117-MR

2. TERM AND RENEWAL

2.1 **Term:** The term of this Agreement shall be from May 13, 2026 through May 31, 2028. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.5 Exhibit E, Contractor Affidavit Regarding the Use of Coercion for Labor and Services

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the

failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

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

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members

may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

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

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this

Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the

relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

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

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

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 2192540

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business

operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	POD LLC dba Painters on Demand 3201 N Florida Ave Tampa, FL 33603
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain

all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
POD LLC dba Painters on Demand CONTRACTOR/COMPANY NAME	3201 N Florida Ave Tampa, FL 33603 ADDRESS
PHONE 813-880-0001	EMAIL bidding@paintersondemand.com
TYPE OR PRINT NAME Claudia Silva	TITLE Director of Administration
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8800 ext. 44070	EMAIL RYAN@MANATEESCHOOLS.NET
TYPE OR PRINT NAME MELODY RYAN	TITLE CAPITAL BUYER

SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $49.999.99)	Date
School Principal	Date	Superintendent (no greater than $99,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $100.000.00)	Date

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: POD LLC dba Painters on Demand

TELEPHONE NUMBER: 813-880-0001

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE

COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

EXHIBIT E

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: POD LLC dba Painters on Demand

Address: 3201 N Florida Ave Tampa, FL 33603

Phone Number: 813-880-0001

Authorized Representative's Name: Claudia Silva

Authorized Representative's Title: Director of Administration

Email Address: bidding@paintersondemand.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____ _____

Signature of Authorized Representative Date

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No.26-0117-MR

THIS AGREEMENT is entered into by and between The School Board of Manatee County, Florida, hereinafter "District" and PUKTA Corporation (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

BID TITLE,GENERAL TRADE LABOR SERVICES AND REPAIRS, SDMC No. 26-0117-MR

2. TERM AND RENEWAL

2.1 **Term:** The term of this Agreement shall be from May 13, 2026 through May 31, 2028. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.5 Exhibit E, Contractor Affidavit Regarding the Use of Coercion for Labor and Services

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the

failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

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

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members

may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

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

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this

Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the

relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

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

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

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: JCHA8900

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business

operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	PUKTA Corporation 9340 N 56th Street Suite 220B Tampa, FL 33617
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain

all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
PUKTA Corporation CONTRACTOR/COMPANY NAME	9340 N 56th Street Suite 220B Tampa, FL 33617 ADDRESS
PHONE 813-363-6303	EMAIL info@pukta.com
TYPE OR PRINT NAME James Chappelle	TITLE Division Manager
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8800 ext. 44070	EMAIL RYAN@MANATEESCHOOLS.NET
TYPE OR PRINT NAME MELODY RYAN	TITLE CAPITAL BUYER

SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $49.999.99)	Date
School Principal	Date	Superintendent (no greater than $99,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $100.000.00)	Date

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: PUKTA Corporation

TELEPHONE NUMBER: 813-363-6303

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE

COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

EXHIBIT E

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: PUKTA Corporation

Address: 9340 N 56th Street Suite 220B Tampa, FL 33617

Phone Number: 813-363-6303

Authorized Representative's Name: James Chappelle

Authorized Representative's Title: Division Manager

Email Address: info@pukta.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____ _____

Signature of Authorized Representative Date

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No.26-0117-MR

THIS AGREEMENT is entered into by and between The School Board of Manatee County, Florida, hereinafter "District" and Smart Modular Solutions LLC (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

BID TITLE,GENERAL TRADE LABOR SERVICES AND REPAIRS, SDMC No. 26-0117-MR

2. TERM AND RENEWAL

2.1 **Term:** The term of this Agreement shall be from May 13, 2026 through May 31, 2028. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.5 Exhibit E, Contractor Affidavit Regarding the Use of Coercion for Labor and Services

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the

failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

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

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members

may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

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

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this

Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the

relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

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

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

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 2077783

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business

operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Smart Modular Solutions LLC 5330 Lake Bluff Terrace Sanford, FL 32771
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain

all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
Smart Modular Solutions LLC CONTRACTOR/COMPANY NAME	5330 Lake Bluff Terrace Sanford, FL 32771 ADDRESS
PHONE 352-552-2137	EMAIL jginas@icloud.com
TYPE OR PRINT NAME James Ginas	TITLE Vice President-Manager
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8800 ext. 44070	EMAIL RYAN@MANATEESCHOOLS.NET
TYPE OR PRINT NAME MELODY RYAN	TITLE CAPITAL BUYER

SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $49.999.99)	Date
School Principal	Date	Superintendent (no greater than $99,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $100.000.00)	Date

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Smart Modular Solutions LLC

TELEPHONE NUMBER: 352-552-2137

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE

COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

EXHIBIT E

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: Smart Modular Solutions LLC

Address: 5330 Lake Bluff Terrace Sanford, FL 32771

Phone Number: 352-552-2137

Authorized Representative's Name: James Ginas

Authorized Representative's Title: Vice President-Manager

Email Address: jginas@icloud.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____ _____

Signature of Authorized Representative Date

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No.26-0117-MR

THIS AGREEMENT is entered into by and between The School Board of Manatee County, Florida, hereinafter "District" and Tonch General Maintenance Florida LLC (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

BID TITLE,GENERAL TRADE LABOR SERVICES AND REPAIRS, SDMC No. 26-0117-MR

2. TERM AND RENEWAL

2.1 **Term:** The term of this Agreement shall be from May 13, 2026 through May 31, 2028. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.5 Exhibit E, Contractor Affidavit Regarding the Use of Coercion for Labor and Services

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the

failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

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

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members

may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

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

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this

Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the

relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

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

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

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 2312938

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business

operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Tonch General Maintenance Florida LLC 16724 Oakboro Street Winter Garden. FL 34787
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain

all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
Tonch General Maintenance Florida LLC CONTRACTOR/COMPANY NAME	16724 Oakboro Street Winter Garden, FL 34787 ADDRESS
PHONE 888-557-0892	EMAIL fgonzalez@tonchgm.com
TYPE OR PRINT NAME Fredy Gonzalez Urdaneta	TITLE Owner
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8800 ext. 44070	EMAIL RYAN@MANATEESCHOOLS.NET
TYPE OR PRINT NAME MELODY RYAN	TITLE CAPITAL BUYER

SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $49.999.99)	Date
School Principal	Date	Superintendent (no greater than $99,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $100.000.00)	Date

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Tonch General Maintenance Florida LLC

TELEPHONE NUMBER: 888-557-0892

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE

COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

EXHIBIT E

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: Tonch General Maintenance Florida LLC

Address: 16724 Oakboro Street Winter Garden, FL 34787

Phone Number: 888-557-0892

Authorized Representative's Name: Fredy Gonzalez Urdaneta

Authorized Representative's Title: Owner

Email Address: fgonzalez@tonchgm.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____ _____

Signature of Authorized Representative Date

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No.26-0117-MR

THIS AGREEMENT is entered into by and between The School Board of Manatee County, Florida, hereinafter "District" and Toro Construction Services Inc (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

BID TITLE,GENERAL TRADE LABOR SERVICES AND REPAIRS, SDMC No. 26-0117-MR

2. TERM AND RENEWAL

2.1 **Term:** The term of this Agreement shall be from May 13, 2026 through May 31, 2028. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.5 Exhibit E, Contractor Affidavit Regarding the Use of Coercion for Labor and Services

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the

failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

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

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members

may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

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

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this

Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the

relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

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

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

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 2690003

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business

operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Toro Construction Services Inc 12113 Grovewood Avenue Thonotosassa, FL 33596
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain

all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
Toro Construction Services Inc CONTRACTOR/COMPANY NAME	12113 Grovewood Avenue Thonotosassa, FL 33596 ADDRESS
PHONE 813-965-6931	EMAIL henry@torocsi.com
TYPE OR PRINT NAME Henry Toro	TITLE Owner
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8800 ext. 44070	EMAIL RYAN@MANATEESCHOOLS.NET
TYPE OR PRINT NAME MELODY RYAN	TITLE CAPITAL BUYER

SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $49.999.99)	Date
School Principal	Date	Superintendent (no greater than $99,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $100.000.00)	Date

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Toro Construction Services Inc

TELEPHONE NUMBER: 813-965-6931

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
Arcelio Garcia Perez	3/13/2031	
David Santiago	3/16/2031	
Angel Viamonte Ayala	5/18/2028	
Luis Nolasco Molina	9/11/2028	
Cynthia Perez	7/29/2030	
Yaniel Guitierrez	6/8/2029	
Kelvis Moilna Garcia	5/2/2028	
Yoel Fernandez	6/25/2029	
Henry Toro	4/4/2028	

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

EXHIBIT E

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: Toro Construction Services Inc

Address: 12113 Grovewood Avenue Thonotosassa, FL 33596

Phone Number: 813-965-6931

Authorized Representative's Name: Henry Toro

Authorized Representative's Title: Owner

Email Address: henry@torocsi.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____ _____

Signature of Authorized Representative Date

AGENDA ITEM NO. 11.19

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Bid on Technology Equipment, Software, and Services - Catalog Discount, SDMC No. 26-0107-KD, Estimated in the Amount of $5,000,000.00 Annually (Multiple Funding Sources)

Executive Summary
The District issued a solicitation for technology equipment, software, and services - catalog discount. This bid replaces various bids that the District has historically piggybacked. The District will utilize the awarded suppliers to quote and procure various technology products and services to include but not limited to computer equipment and peripherals, audio visual products and services, software, etc. Products will be utilized throughout the District in classrooms, television studios, District offices, etc.

Awarded suppliers are included on the attached tabulation by category. Suppliers will only be utilized in accordance with District policies and procedures. Additional suppliers may be added, as needed.

The School District of Manatee County will not utilize any software programs not aligned to Florida standards and statutes as identified by the Florida Department of Education.

The requested contract is valid from May 12, 2026 through June 30, 2030, with renewals through June 30, 2033, and additional extensions as executed by the District.

Suppliers awarded for each category are:

Supplies:
- Adam Data Services LLC, Tampa, Florida, Florida Document No. L22000451077
- Adorama Inc., New York, New York, Florida Document No. F24000001574
- AGParts Worldwide, Inc., Greensburg, Pennsylvania, Florida Document No. F22000007454
- American Eagle Co Inc dba Teacher's Discovery
- Avixum, Inc., Ft. Myers, Florida, Florida Document No. P13000101303
- B & H Foto & Electronics Corp, New York, New York, Florida Document No. F21000004835
- Bluum USA, Inc., St. Paul, Minnesota, Florida Document No. F95000005505
- Broadway Typewriter dba Arey Jones Educational Solutions, San Diego, California, Florida Document No. F15000004088
- Camcor, Inc, Burlington, North Carolina, Florida Document No. F03000003754
- CDW Government LLC, Vernon Hills, Illinois, Florida Document No. M10000000049
- Coast to Coast Computer Products Inc., Simi Valley, California, Florida Document No. F19000001338
- Computers at Work, Inc. dba vTech io, Fort Myers, Florida, Florida Document No. P01000020634
- Florida Reading & Vision Technology, Inc., Fort Lauderdale, Florida, Florida Document No. P16000082054
- Innovate Audio Visual, Inc., Sunrise, Florida, Florida Document No. P16000095086
- iPhone and iPad Warehouse, Fort Lauderdale, Florida, Florida Document No. L13000122782
- MicroReplay, Inc.
- PC Parts Plus, LLC dba Chromebookparts.com
- PC Solutions & Integration, Inc., Miami, Florida, Florida Document No. P97000104089
- Romeo Music LLC, Coppell, Texas, Florida Document No. M15000009713
- Southern Computer Warehouse, Inc., Marietta, Georgia, Florida Document No. F98000000892
- STEM Education Works, LLC

- Sweetwater Sound, LLC, Fort Wayne, Indiana, Florida Document No. M26000004216
- The Black Vault, Inc. dba LowCostEarbuds.com
- The Tree House, Inc., Newton Center, Massachusetts, Florida Document No. F04000002518
- Total Performance Services dba PowerUpEDU
- United Data Technologies, Inc., Miramar, Florida, Florida Document No. P95000023595

Equipment:

- Adam Data Services LLC, Tampa, Florida, Florida Document No. L22000451077
- Adorama Inc., New York, New York, Florida Document No. F24000001574
- Advanced Media Technologies, Inc., Deerfield Beach, Florida, Florida Document No. F97000000040
- AGParts Worldwide, Inc., Greensburg, Pennsylvania, Florida Document No. F22000007454
- Avixum, Inc., Ft. Myers, Florida, Florida Document No. P13000101303
- B & H Foto & Electronics Corp, New York, New York, Florida Document No. F21000004835
- Bluum USA, Inc., St. Paul, Minnesota, Florida Document No. F95000005505
- Broadway Typewriter dba Arey Jones Educational Solutions, San Diego, California, Florida Document No. F15000004088
- Camcor, Inc, Burlington, North Carolina, Florida Document No. F03000003754
- CDW Government LLC, Vernon Hills, Illinois, Florida Document No. M10000000049
- Coast to Coast Computer Products Inc., Simi Valley, California, Florida Document No. F19000001338
- Computers at Work, Inc. dba vTech io, Fort Myers, Florida, Florida Document No. P01000020634
- Florida Reading & Vision Technology, Inc., Fort Lauderdale, Florida, Florida Document No. P16000082054
- Innovate Audio Visual, Inc., Sunrise, Florida, Florida Document No. P16000095086
- iPhone and iPad Warehouse, Fort Lauderdale, Florida, Florida Document No. L13000122782
- MicroReplay, Inc.
- Multimedia Solutions, Inc., Naples, Florida, Florida Document No. P00000063560
- PC Parts Plus, LLC dba Chromebookparts.com
- PC Solutions & Integration, Inc., Miami, Florida, Florida Document No. P97000104089
- Romeo Music LLC, Coppell, Texas, Florida Document No. M15000009713
- Southern Computer Warehouse, Inc., Marietta, Georgia, Florida Document No. F98000000892
- STEM Education Works, LLC
- Sweetwater Sound, LLC, Fort Wayne, Indiana, Florida Document No. M26000004216
- The Repair Depot LLC
- Tixy Sencomm, Inc. dba Sencommunications, Inc., Tampa, Florida, Florida Document No. P22000072625
- Total Performance Services dba PowerUpEDU
- United Data Technologies, Inc., Miramar, Florida, Florida Document No. P95000023595

Software:

- 3P Learning, New York, New York, Florida Document Number F12000003722
- Adam Data Services LLC, Tampa, Florida, Florida Document No. L22000451077
- Adorama Inc., New York, New York, Florida Document No. F24000001574
- American Eagle Co Inc dba Teacher's Discovery
- Avixum, Inc., Ft. Myers, Florida, Florida Document No. P13000101303
- B & H Foto & Electronics Corp, New York, New York, Florida Document No. F21000004835
- Beable Education, Inc., Lakewood New Jersey, Florida Document No. F20000004662
- Bluum USA, Inc., St. Paul, Minnesota, Florida Document No. F95000005505
- BrainPOP LLC, New York, New York, Florida Document No. M16000004995
- Broadway Typewriter dba Arey Jones Educational Solutions, San Diego, California, Florida Document No. F15000004088
- CDW Government LLC, Vernon Hills, Illinois, Florida Document No. M10000000049
- Class Composer Inc.
- Coast to Coast Computer Products Inc., Simi Valley, California, Florida Document No. F19000001338
- Computers at Work, Inc. dba vTech io, Fort Myers, Florida, Florida Document No. P01000020634
- CutTime, LLC, St. Augustine, Florida, Florida Document No. M21000008502
- Florida Reading & Vision Technology, Inc., Fort Lauderdale, Florida, Florida Document No. P16000082054

- Innovate Audio Visual, Inc., Sunrise, Florida, Florida Document No. P16000095086
- iPhone and iPad Warehouse, Fort Lauderdale, Florida, Florida Document No. L13000122782
- Multimedia Solutions, Inc., Naples, Florida, Florida Document No. P00000063560
- Newsela, Inc., New York, New York, Florida Document No. F17000001405
- PC Solutions & Integration, Inc., Miami, Florida, Florida Document No. P97000104089
- Romeo Music LLC, Coppell, Texas, Florida Document No. M15000009713
- Southern Computer Warehouse, Inc., Marietta, Georgia, Florida Document No. F98000000892
- Sweetwater Sound, LLC, Fort Wayne, Indiana, Florida Document No. M26000004216
- Tixy Sencomm, Inc. dba Sencommunications, Inc., Tampa, Florida, Florida Document No. P22000072625
- Total Performance Services dba PowerUpEDU
- United Data Technologies, Inc., Miramar, Florida, Florida Document No. P95000023595

Services:

- 3P Learning, New York, New York, Florida Document Number F12000003722
- Adam Data Services LLC, Tampa, Florida, Florida Document No. L22000451077
- AGParts Worldwide, Inc., Greensburg, Pennsylvania, Florida Document No. F22000007454
- Avixum, Inc., Ft. Myers, Florida, Florida Document No. P13000101303
- Beable Education, Inc., Lakewood New Jersey, Florida Document No. F20000004662
- Bluum USA, Inc., St. Paul, Minnesota, Florida Document No. F95000005505
- Broadway Typewriter dba Arey Jones Educational Solutions, San Diego, California, Florida Document No. F15000004088
- CDW Government LLC, Vernon Hills, Illinois, Florida Document No. M10000000049
- Coast to Coast Computer Products Inc., Simi Valley, California, Florida Document No. F19000001338
- Computers at Work, Inc. dba vTech io, Fort Myers, Florida, Florida Document No. P01000020634
- CutTime, LLC, St. Augustine, Florida, Florida Document No. M21000008502
- Florida Reading & Vision Technology, Inc., Fort Lauderdale, Florida, Florida Document No. P16000082054
- Innovate Audio Visual, Inc., Sunrise, Florida, Florida Document No. P16000095086
- iPhone and iPad Warehouse, Fort Lauderdale, Florida, Florida Document No. L13000122782
- MicroReplay, Inc.
- Newsela, Inc., New York, New York, Florida Document No. F17000001405
- PC Solutions & Integration, Inc., Miami, Florida, Florida Document No. P97000104089
- Romeo Music LLC, Coppell, Texas, Florida Document No. M15000009713
- Securranty, Inc., Sugar Land, Texas, Florida Document No. F18000004966
- Southern Computer Warehouse, Inc., Marietta, Georgia, Florida Document No. F98000000892
- STEM Education Works, LLC
- The Repair Depot LLC
- Tixy Sencomm, Inc. dba Sencommunications, Inc., Tampa, Florida, Florida Document No. P22000072625
- Total Performance Services dba PowerUpEDU
- United Data Technologies, Inc., Miramar, Florida, Florida Document No. P95000023595

Since this is a new bid combining several previously utilized bids and the award of new/additional suppliers for the District, comprehensive historical expenditures are not readily available. Historical spend for SDMC No. 21-0051-KD utilization of the Collier County Public School District bid on Technology Equipment, Software, and Services has been included below, which is the largest bid this replaces.

Historical Expenditures are as follows:

- YTD 2025-2026 (July 1, 2025 through April 27, 2026) $4,849,462.10
- 2024-2025 $3,356,247.60
- 2023-2024 $3,126,565.51

Copies of the contract specifications and pricing are on file in the Purchasing Department. Approval of this bid and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

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

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

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

Recommendation
The Superintendent recommends approval of the bid on technology equipment, software, and services - catalog discount, SDMC No. 26-0107-KD, estimated in the amount of $5,000,000.00 annually (Multiple Funding Sources).

Financial Impact
The funding source for this estimated expenditure is General, Capital, and other district funds as needed and is included in the proposed budgets for 2026-2027 (**Multiple Funding Sources).**

Contact
Submitting Departments: Information Technology and Purchasing
Initiated By: Scott Hansen

Attachments:
260107t tabulation

NOTICE OF INTENT TO AWARD

BID ON TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES - CATALOG DISCOUNT, SDMC. No. 26-0107-KD

CONTRACT PERIOD: MAY 12, 2026 THROUGH JUNE 30, 2030

BOARD APPROVAL ON MAY 12, 2026

TABULATION OF BIDS ON TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES - CATALOG DISCOUNT, SDMC No. 26-0107-KD

Bids Due: 3:00 p.m., March 24, 2026

BIDDERS	Item 1. Supplies	Item 2. Equipment	Item 3. Software	Item 4. Services	Item 5. Customized Website	Item 6. Free Shipping	Item 7. Quantity Discount
3P Learning F12000003722	No Bid	No Bid	8%	8%	No	N/A	Yes
Adam Data Services LLC L22000451077	15%	12%	10%	8%	Yes	Yes	Yes
Adorama Inc. F24000001574	5%	5%	5%	No Bid	Yes	Yes	No
Advanced Media Technologies, Inc. 1214633	No Bid	15%	No Bid	No Bid	No	No	No
AGParts Worldwide, Inc. F22000007454	10%	10%	No Bid	0%	Yes	Yes	Yes
American Eagle Co Inc dba Teacher's Discovery	0-13%	No Bid	0-13%	No Bid	Yes	No	Yes
Avixum, Inc. P13000101303	4% (1)	5-14% (2)	5% (3)	50% (4)	Yes	Yes	Yes
B & H Foto & Electronics Corp F21000004835	0.50%	0.50%	0.50%	No Bid	Yes	Yes	Yes

TABULATION OF BIDS ON TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES - CATALOG DISCOUNT, SDMC No. 26-0107-KD

Bids Due: 3:00 p.m., March 24, 2026

BIDDERS	Item 1. Supplies	Item 2. Equipment	Item 3. Software	Item 4. Services	Item 5. Customized Website	Item 6. Free Shipping	Item 7. Quantity Discount
Beable Education, Inc. F20000004662	No Bid	No Bid	10%	0%	Yes	Yes	Yes
Bluum USA, Inc. F95000005505	1-40%	1-40%	1-40%	1-40%	Yes	Yes	Yes
BrainPOP LLC M16000004995	No Bid	No Bid	0%	No Bid	Yes	Yes	Yes
Broadway Typewriter dba Arey Jones Educational Solutions F15000004088	5-45%	5-45%	5-45%	5-45%	Yes	Yes	Yes
Camcor, Inc. F03000003754	3%	3%	No Bid	No Bid	Yes	Yes	Yes
CDW Government LLC M10000000049	7.3 - 15.3%	1-9.3%	5.8%	1 - 7.5%	Yes	Yes	No Bid
Class Composer Inc. W26000058044	No Bid	No Bid	0-15%	No Bid	No	Yes	Yes
Coast to Coast Computer Products Inc. F19000001338	5%	5%	5%	5%	No	No	Yes

TABULATION OF BIDS ON TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES - CATALOG DISCOUNT, SDMC No. 26-0107-KD

Bids Due: 3:00 p.m., March 24, 2026

BIDDERS	Item 1. Supplies	Item 2. Equipment	Item 3. Software	Item 4. Services	Item 5. Customized Website	Item 6. Free Shipping	Item 7. Quantity Discount
Computers at Work, Inc. dba vTech io P01000020634	25% (5)	25-48% (6)	10-35% (7)	50% (8)	Yes	Yes	Yes
CutTime, LLC M21000008502	No Bid	No Bid	0-20%	0-20%	No	No	Yes
Florida Reading & Vision Technology, Inc. P16000082054	0%	3%	3%	0%	No	No	Yes
Innovate Audio Visual, Inc. 1338491	3-30%	3-30%	3-30%	0%	No	Yes	Yes
iPhone and iPad Warehouse L130000122782	3-50%	3-50%	15%	3%	Yes	No	Yes
MicroReplay, Inc.	20%	20%	No Bid	20%	Yes	Yes	No
Multimedia Solutions, Inc. P00000063560	No Bid	10%	10%	No Bid	No	Yes	Yes
Newsela, Inc. F17000001405	No Bid	No Bid	0%	0%	Yes	Yes	No

TABULATION OF BIDS ON TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES - CATALOG DISCOUNT, SDMC No. 26-0107-KD

Bids Due: 3:00 p.m., March 24, 2026

BIDDERS	Item 1. Supplies	Item 2. Equipment	Item 3. Software	Item 4. Services	Item 5. Customized Website	Item 6. Free Shipping	Item 7. Quantity Discount
PC Parts Plus, LLC dba Chromebookparts.com	15%	15%	No Bid	No Bid	Yes	Yes	Yes
PC Solutions & Integration, Inc. P97000104089	20% (9) No Bid (10) No Bid (11) No Bid (12) No Bid (13) No Bid (14) No Bid (15) No Bid (16) 5% (17)	20% (9) 35% (10) 35% (11) 35% (12) 20% (13) 20% (14) 20% (15) No Bid (16) 5% (17)	20% (9) 20% (10) 20% (11) 20% (12) 10% (13) 10% (14) 10% (15) 10% (16) 5% (17)	20% (9) 5% (10) 5% (11) 5% (12) 10% (13) 10% (14) 10% (15) 10% (16) 5% (17)	No (9) No (10) No (11) No (12) No (13) No (14) No (15) No (16) No (17)	Yes (9) Yes (10) Yes (11) Yes (12) Yes (13) Yes (14) Yes (15) Yes (16) Yes (17)	No (9) No (10) No (11) No (12) No (13) No (14) No (15) No (16) No (17)
Romeo Music LLC M15000009713	10%	10%	1%	0%	No	Yes	Yes
Securranty, Inc. F18000004966	No Bid	No Bid	No Bid	10-30%	Yes	Yes	Yes
Southern Computer Warehouse, Inc. F98000000892	2-35%	2-35%	2-35%	2-35%	No Bid	Yes	Yes
STEM Education Works, LLC	3%	3%	No Bid	3%	No	No	No
Sweetwater Sound, LLC M26000004216	10%	10%	10%	No Bid	No	Yes	No
The Black Vault, Inc. dba LowCostEarbuds.com	0-60%	No Bid	No Bid	No Bid	No	No	Yes

TABULATION OF BIDS ON TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES - CATALOG DISCOUNT, SDMC No. 26-0107-KD

Bids Due: 3:00 p.m., March 24, 2026

BIDDERS	Item 1. Supplies	Item 2. Equipment	Item 3. Software	Item 4. Services	Item 5. Customized Website	Item 6. Free Shipping	Item 7. Quantity Discount
The Repair Depot LLC	No Bid	10%	No Bid	10%	Yes	Yes	No
The Tree House, Inc. F04000002518	5-80%	No Bid	No Bid	No Bid	Yes	Yes	Yes
Tixy Sencomm, Inc. dba Sencommunications, Inc. L46675	No Bid	5%	5%	5%	Yes	Yes	Yes
Total Performance Services dba PowerUpEDU	5%	5%	5%	5%	No	No	Yes
United Data Technologies, Inc. P95000023595	3%	3-15%	3-8%	3%	Yes	Yes	Yes

TABULATION OF BIDS ON TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES - CATALOG DISCOUNT, SDMC No. 26-0107-KD

Bids Due: 3:00 p.m., March 24, 2026

NOTES:

1. Lenovo branded peripherals and accessories
2. Lenovo: Desktops, notebooks, workstations, tablets, and convertibles 14% DOL, Monitors 5% DOL
3. Lenovo brandd software
4. Avixum network penetration testing 50% DOL, Avixum CISO-as-a-service 50% DOL, Avixum professional services 50% DOL
5. Del Technologies: Keyboards, mice, and webcams 25% DOL

6. JAR Systems: cates and batteries 45% DOL, APC/Schneider Electronics: New UPS 25% DOL, Dell Technologies: Chromebooks 45% DOL Laptops 45% DOL Desktops 45% DOL Monitors 35% DOL, Docks 35% DOL, Servers 62% DOL, Storage 64% DOL
7. Darktrace 35% DOL, KnowBe4 10% DOL
8. vTECH io: Network Penetration Testing: 50% DOL, vTECH io: CISO-as-a-service 50% DOL, Professional services: 50% DOL
9. PC Solutions & Integration Catalog www.pcusa.net
10. Extreme Networks www.extremenetworks.com
11. Fortinet www.fortinet.com
12. HPE/Juniper/Aruba www.hpe.com/us/en/home
13. Cisco www.cisco.com
14. Palo Alto Networks www.paloaltonetworks.com
15. APC www.se.com
16. LUMU Cyber Security www.lumu.io
17. HPI www.hp.com/us-en/home

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

AGENDA ITEM NO. 11.20

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Bid for Fuel and Diesel Exhaust Fluid Bulk and Delivery Services, SDMC No. 26-0110-TM, Estimated in the Amount of $2,000,000.00 Annually (Multiple Funding Sources)

Executive Summary
The District issued an invitation to bid for the fuel and diesel exhaust fluid (DEF) bulk delivery services to establish provider(s) of fuel and DEF delivery services on a scheduled and as needed basis for the District. The Districts' fuel island is designed to supply gasoline for white fleet and diesel for school busses. The fuel bid requested each bidder to supply a fixed fee per gallon that includes shipping, handling and markup plus all applicable taxes and fees. All fuel is wholesale priced through the Port of Tampa using the Daily Oil Price Information Service Petroleum Administration for Defense Districts 1 Report.

Services are to include bulk fuel delivery to the Districts fuel island(s) and "wet fueling" vehicles/equipment directly from the fuel delivery vehicle at designated locations. The District utilizes remote fueling of ten (10) buses at Parrish Community High School. This site does not currently house fuel tanks, therefore "wet fueling" will be completed on these vehicles. DEF will also need to be added to these vehicles. The District may modify the number of vehicles, location(s), type of vehicle/equipment, and product(s) purchased throughout the contract period. The District has awarded to multiple vendors to supply the District with fuel. It is important to have the adequate resources to supply this commodity for everyday usage and in case of an emergency.

The requested contract is for the period of June 1, 2026 through May 30, 2029, with renewals through May 30, 2031, and extensions as executed by the District.

Historical expenditures are as follows:

- YTD 2025 – 2026 (July 1, 2025 through April 17, 2026) $1,005,204.18
- 2024 – 2025 $1,137,166.61
- 2023 – 2024 $1,400,939.92

The bid is recommended for award to:

- Campbell Oil Company, Elizabethtown, NC, Florida Document No. F19000000059
- Global Montello Group Corp., Waltham, MA, Florida Document No. F12000002309
- Gresham Petroleum Company, Indianola, MS, Florida Document No. F18000001736
- Palmdale Oil Company, Palm Beach Gardens, FL, Florida Document No. L23000201462
- Pro Energy LLC, Medley, FL, Florida Document No. L00000009996
- Additional suppliers may be added as needed throughout the contract period.

Copies of the contract specifications and pricing are on file in the Purchasing Department. Approval of this bid and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

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

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

responsible

Recommendation
The Superintendent recommends approval of the bid for fuel and diesel exhaust fluid bulk and delivery services, SDMC No. 26-0110-TM, estimated in the amount of $2,000,000.00 annually (Multiple Funding Sources).

Financial Impact
The funding source for this annually estimated expenditure is general and is included in the Vehicle Maintenance Department's approved budgets for 2025-2026 **(Multiple Funding Sources).**

Contact
Submitting Departments: Transportation, Vehicle Maintenance and Purchasing
Initiated By: Jamie Warrington

Attachments:
260110t tabulation

NOTICE OF INTENT TO AWARD

BID ON Fuel and Diesel Exhaust Fluid Bulk and Delivery Services SDMC NO. 26-0110-TM

CONTRACT PERIOD: JUNE 1, 2026 - MAY 30, 2029

AWARDED BOARD APPROVAL ON May 12, 2026

Tabulation of Bid on Fuel and Diesel Exhaust Fluid Bulk and Delivery Services SDMC NO. 26-0110-TM

Bids Due: 3:00 p.m., Thursday, April 8, 2026

BIDDER NAME	Campbell Oil Company Elizabethtown, NC		Global Montello Group Corp. Waltham, MA		Gresham Petroleum Company Indianola, MS	
Bid Item - Wet	**Fees per Gallon**	**Notes**	**Fees per Gallon**	**Notes**	**Fees per Gallon**	**Notes**
Regular Unleaded Gasoline - 87 Octane						
Fixed Fee Per Gallon	No Bid		$ 0.074320		No Bid	
Federal LUST	No Bid		$ 0.001000		No Bid	
Federal Oil Spill (Federal Environmental Fee Recovery)	No Bid		$ -		No Bid	
Florida Excise Tax (State Gasoline Road Tax)	No Bid		$ 0.220000		No Bid	
Florida Pollution Tax	No Bid		0.0000 (a)	(a) Pollution & Coastal Combined	No Bid	
Florida Coastal Protection Tax	No Bid		$ 0.021190		No Bid	
Manatee County Tax	No Bid		$ 0.050000		No Bid	
Total Fees Per Gallon	No Bid		$ 1.035400		No Bid	
Diesel Fuel No. 2 - Ultra Low Sulfur						
Fixed Fee Per Gallon	No Bid		$ 0.804600		No Bid	
Federal LUST	No Bid		$ 0.001000		No Bid	
Federal Oil Spill (Federal Environmental Fee Recovery)	No Bid		$ -		No Bid	
Florida Excise Tax (State Diesel Road Tax)	No Bid		$ 0.220000		No Bid	
Florida Pollution Tax	No Bid		0.0000 (a)	(a) Pollution & Coastal Combined	No Bid	
Florida Coastal Protection Tax	No Bid		$ 0.021190		No Bid	
Manatee County Tax	No Bid		$ -		No Bid	
Total Fees Per Gallon	No Bid		$ 1.046800		No Bid	
Diesel Fuel No. 2 -Red Dye - Ultra Low Sulfur						
Fixed Fee Per Gallon	No Bid		$ 0.782100		No Bid	
Federal LUST	No Bid		$ 0.001000		No Bid	
Federal Oil Spill (Federal Environmental Fee Recovery)	No Bid		$ -		No Bid	
Florida Excise Tax (State Diesel Road Tax)	No Bid		$ -		No Bid	
Florida Pollution Tax	No Bid		0.0000 (a)	(a) Pollution & Coastal Combined	No Bid	
Florida Coastal Protection Tax	No Bid		$ 0.021190		No Bid	
Manatee County Tax	No Bid		$ -		No Bid	
Total Fees Per Gallon	No Bid		$ 0.804200		No Bid	
Boat Fuel - 89 Pump Octane						
Fixed Fee Per Gallon	No Bid		No Bid		No Bid	
Federal LUST	No Bid		No Bid		No Bid	
Federal Oil Spill (Federal Environmental Fee Recovery)	No Bid		No Bid		No Bid	
Florida Excise Tax (State Diesel Road Tax)	No Bid		No Bid		No Bid	
Florida Pollution Tax	No Bid		No Bid		No Bid	
Florida Coastal Protection Tax	No Bid		No Bid		No Bid	
Manatee County Tax	No Bid		No Bid		No Bid	
Total Fees Per Gallon	No Bid		No Bid		No Bid	
Boat Fuel - 94 Research Octane						
Fixed Fee Per Gallon	No Bid		No Bid		No Bid	
Federal LUST	No Bid		No Bid		No Bid	
Federal Oil Spill (Federal Environmental Fee Recovery)	No Bid		No Bid		No Bid	
Florida Excise Tax (State Diesel Road Tax)	No Bid		No Bid		No Bid	
Florida Pollution Tax	No Bid		No Bid		No Bid	
Florida Coastal Protection Tax	No Bid		No Bid		No Bid	
Manatee County Tax	No Bid		No Bid		No Bid	
Total Fees Per Gallon	No Bid		No Bid		No Bid	
Other Fees						
Pump Off Fee	No Bid		No Bid		No Bid	
Base Fuel Surcharge	No Bid		No Bid		No Bid	
HAZMAT Fee	No Bid		No Bid		No Bid	
GRAND TOTAL FIXED FEE & TAXES (Gasoline & Diesel- clear)			$2.082200			
GRAND TOTAL FIXED FEE & TAXES (Gasoline & Diesel- Dyed)			$1.839600			

Tabulation of Bid on Fuel and Diesel Exhaust Fluid Bulk and Delivery Services SDMC NO. 26-0110-TM

Bids Due: 3:00 p.m., Thursday, April 8, 2026

BIDDER NAME	Palmdale Oil Company, LLC Palm Beach Gardens, FL		Pro Energy, LLC Medley, FL	
Bid Item - Wet	Fees per Gallon	Notes	Fees per Gallon	Notes
Regular Unleaded Gasoline - 87 Octane				
Fixed Fee Per Gallon	$ 0.573500		No Bid	
Federal LUST	$ 0.001250		No Bid	
Federal Oil Spill (Federal Environmental Fee Recovery)	$ 0.184000		No Bid	
Florida Excise Tax (State Gasoline Road Tax)	$ 0.220000		No Bid	
Florida Pollution Tax	$ 0.020715		No Bid	
Florida Coastal Protection Tax	$ 0.004285		No Bid	
Manatee County Tax	$ 0.219000		No Bid	
Total Fees Per Gallon	$ 1.222300		No Bid	
Diesel Fuel No. 2 - Ultra Low Sulfur				
Fixed Fee Per Gallon	$ 0.590200		No Bid	
Federal LUST	$ -		No Bid	
Federal Oil Spill (Federal Environmental Fee Recovery)	$ 0.244000		No Bid	
Florida Excise Tax (State Diesel Road Tax)	$ 0.220000		No Bid	
Florida Pollution Tax	$ 0.020715		No Bid	
Florida Coastal Protection Tax	$ 0.004285		No Bid	
Manatee County Tax	$ 0.169000		No Bid	
Total Fees Per Gallon	$ 1.248200		No Bid	
Diesel Fuel No. 2 -Red Dye - Ultra Low Sulfur				
Fixed Fee Per Gallon	$ 0.592800		No Bid	
Federal LUST	$ 0.001000		No Bid	
Federal Oil Spill (Federal Environmental Fee Recovery)	$ 0.004050		No Bid	
Florida Excise Tax (State Diesel Road Tax)	$ -		No Bid	
Florida Pollution Tax	$ 0.020715		No Bid	
Florida Coastal Protection Tax	$ -		No Bid	
Manatee County Tax	$ -		No Bid	
Total Fees Per Gallon	$ 0.618600		No Bid	
Boat Fuel - 89 Pump Octane				
Fixed Fee Per Gallon	$ 0.337200		No Bid	
Federal LUST	$ 0.001250		No Bid	
Federal Oil Spill (Federal Environmental Fee Recovery)	$ 0.184000		No Bid	
Florida Excise Tax (State Diesel Road Tax)	$ 0.220000		No Bid	
Florida Pollution Tax	$ 0.020715		No Bid	
Florida Coastal Protection Tax	$ 0.004285		No Bid	
Manatee County Tax	$ 0.219000		No Bid	
Total Fees Per Gallon	$ 0.986500		No Bid	
Boat Fuel - 94 Research Octane				
Fixed Fee Per Gallon	$ 0.337200		No Bid	
Federal LUST	$ 0.001250		No Bid	
Federal Oil Spill (Federal Environmental Fee Recovery)	$ 0.184000		No Bid	
Florida Excise Tax (State Diesel Road Tax)	$ 0.220000		No Bid	
Florida Pollution Tax	$ 0.020715		No Bid	
Florida Coastal Protection Tax	$ 0.004285		No Bid	
Manatee County Tax	$ 0.219000		No Bid	
Total Fees Per Gallon	$ 0.986500		No Bid	
Other Fees				
Pump Off Fee	No Bid		No Bid	
Base Fuel Surcharge	No Bid		No Bid	
HAZMAT Fee	No Bid		No Bid	
GRAND TOTAL FIXED FEE & TAXES (Gasoline & Diesel- clear)	$2.470500			
GRAND TOTAL FIXED FEE & TAXES (Gasoline & Diesel- Dyed)	$1.840900			

Tabulation of Bid on Fuel and Diesel Exhaust Fluid Bulk and Delivery Services SDMC NO. 26-0110-TM

Bids Due: 3:00 p.m., Thursday, April 8, 2026

BIDDER NAME		Campbell Oil Company Elizabethtown, NC					Global Montello Group Corp. Waltham, MA					Gresham Petroleum Company Indianola, MS				
Bid Item - Bulk	**USAGE**	**FL Pref. Adj.**	**Bid Price**	**FL Pref. Eval Price**	**Annual Total**	**Notes**	**FL Pref. Adj.**	**Bid Price**	**Fla. Pref.Eval Price**	**Annual Total**	**Notes**	**FL Pref. Adj.**	**Bid Price**	**Fla. Pref.Eval Price**	**Annual Total**	**Notes**
Regular Unleaded Gasoline - 87 Octane																
Fixed Fee Per Gallon	101,000	N/A	-0.006200		-$626.20		5%	0.035700	$3,434.00	$3,605.70		5%	-0.007200	-$692.57	-$727.20	
Federal LUST			0.001000					0.001000					0.001000			
Federal Oil Spill (Federal Environmental Fee)			0.000000					0.000000					0.003857			Superfund
Florida Excise Tax (State Gasoline Road Tax)			0.220000					0.220000					0.220000			
Florida Pollution Tax			0.020710					0.0000 (a)			(a) Pollution & Coastal Combined		0.020720			
Florida Coastal Protection Tax			0.001250					0.021190					0.001250			
Manatee County Tax			0.219000					0.005000					0.219000			
Total Fees Per Gallon			0.455760		$46,031.76		5%	0.327900	$31,540.86	$33,117.90		5%	0.458627	$44,115.55	$46,321.33	
Diesel Fuel No. 2 - Ultra Low Sulfur																
Fixed Fee Per Gallon	434,000	N/A	0.003700		$1,605.80		5%	0.072100	$29,801.33	$31,291.40		5%	-0.009700	-$4,009.33	-$4,209.80	
Federal LUST			0.001000					0.001000					0.001000			
Federal Oil Spill (Federal Environmental Fee)			0.000000					0.000000					0.004286			Superfund
Florida Excise Tax (State Diesel Road Tax)			0.220000					0.220000					0.220000			
Florida Pollution Tax			0.020710					0.0000 (a)			(a) Pollution & Coastal Combined		0.020720			
Florida Coastal Protection Tax			0.000000					0.021190					0.000000			
Manatee County Tax			0.169000					0.000000					0.169000			
Total Fees Per Gallon			0.414410		$179,853.94		5%	0.314300	$129,910.67	$136,406.20		5%	0.405306	$167,526.48	$175,902.80	
Diesel Fuel No. 2 -Red Dye - Ultra Low Sulfur																
Fixed Fee Per Gallon	434,000	N/A	-0.473000		-$205,282.00		5%	0.074600	$30,834.67	$32,376.40		5%	-0.004700	-$1,942.67	-$2,039.80	
Federal LUST			0.001000					0.001000					0.001000			
Federal Oil Spill (Federal Environmental Fee)			0.000000					0.000000					0.004286			Superfund
Florida Excise Tax (State Diesel Road Tax)			0.000000					0.000000					0.000000			
Florida Pollution Tax			0.020710					0.0000 (a)			(a) Pollution & Coastal Combined		0.020720			
Florida Coastal Protection Tax			0.000000					0.021190					0.000000			
Manatee County Tax			0.000000					0.000000					0.000000			
Total Fees Per Gallon		N/A	-0.025590		-$11,106.06		5%	0.096700	$39,969.33	$41,967.80		5%	0.021306	$8,806.48	$9,246.80	
Other Fees																
Pump Off Fee			$ 30.00					$ -					$ 75.00			
Base Fuel Surcharge			$ -					$ -					$ -			
HAZMAT Fee			$ -					$ -					$ -			
Diesel Exhaust Fluid (DEF)																
Delivery/Remote Fueling of Vehicle/Equipment			No Bid					$ 6.1059					No Bid			
Bulk Tank Delivery			$ 1.00					$ 4.1059					$ 1.00			
GRAND TOTAL FIXED FEE & TAXES (Gasoline & Diesel- clear)				N/A	$225,885.70				$161,451.52	$169,524.10				$211,642.03	$222,224.13	
GRAND TOTAL FIXED FEE & TAXES (Gasoline & Diesel- Dyed)				N/A	$34,925.70				$71,510.19	$75,085.70				$52,922.03	$55,568.13	

Tabulation of Bid on Fuel and Diesel Exhaust Fluid Bulk and Delivery Services SDMC NO. 26-0110-TM

Bids Due: 3:00 p.m., Thursday, April 8, 2026

BIDDER NAME		Palmdale Oil Compnay, LLC Palm Beach Gardens, FL					Pro Energy Medley, FL				
Bid Item - Bulk	**USAGE**	**FL Pref. Adj.**	**Bid Price**	**Fla. Pref.Eval Price**	**Annual Total**	**Notes**	**FL Pref. Adj.**	**Bid Price**	**Fla. Pref.Eval Price**	**Annual Total**	**Notes**
Regular Unleaded Gasoline - 87 Octane											
Fixed Fee Per Gallon	101,000	5%	-0.156000	-$15,005.71	-$15,756.00		5%	-0.030000	-$2,885.71	-$3,030.00	
Federal LUST			0.001250					0.001000			
Federal Oil Spill (Federal Environmental Fee)			0.184000					0.003857			
Florida Excise Tax (State Gasoline Road Tax)			0.220000					0.220000			
Florida Pollution Tax			0.020715					0.020720			
Florida Coastal Protection Tax			0.004285					0.001250			
Manatee County Tax			0.219000					0.219000			
Total Fees Per Gallon			0.399200	$38,399.24	$40,319.20		5%	0.465827	$44,808.12	$47,048.53	
Diesel Fuel No. 2 - Ultra Low Sulfur											
Fixed Fee Per Gallon	434,000	5%	0.004100	$1,694.67	$1,779.40		5%	-0.030000	-$12,400.00	-$13,020.00	
Federal LUST			0.000000					0.001000			
Federal Oil Spill (Federal Environmental Fee)			0.244000					0.004286			
Florida Excise Tax (State Diesel Road Tax)			0.220000					0.220000			
Florida Pollution Tax			0.020715					0.020720			
Florida Coastal Protection Tax			0.004285					0.000000			
Manatee County Tax			0.169000					0.169000			
Total Fees Per Gallon			0.662100	$273,668.00	$287,351.40		5%	0.415006	$171,535.81	$180,112.60	
Diesel Fuel No. 2 - Red Dye - Ultra Low Sulfur											
Fixed Fee Per Gallon	434,000		0.006700	$2,769.33	$2,907.80		5%	-0.027500	-$11,366.67	-$11,935.00	
Federal LUST			0.001000					0.001000			
Federal Oil Spill (Federal Environmental Fee)			0.004050					0.004286			
Florida Excise Tax (State Diesel Road Tax)			0.000000					0.000000			
Florida Pollution Tax			0.020715					0.020720			
Florida Coastal Protection Tax			0.000000					0.000000			
Manatee County Tax			0.000000					0.000000			
Total Fees Per Gallon			0.032500	$13,433.33	$14,105.00		5%	0.026006	$10,749.15	$11,286.60	
Other Fees											
Pump Off Fee			$0.00					$ 35.00			
Base Fuel Surcharge			$0.00					N/A			
HAZMAT Fee			$0.00					N/A			
Diesel Exhaust Fluid (DEF)											
Delivery/Remote Fueling of Vehicle/Equipment			$ 5.66					No Bid			
Bulk Tank Delivery			$ 2.59					No Bid			
GRAND TOTAL FIXED FEE & TAXES (Gasoline & Diesel- clear)				$312,067.24	$327,670.60				$216,343.93	$227,161.13	
GRAND TOTAL FIXED FEE & TAXES (Gasoline & Diesel- Dyed)				$51,832.57	$54,424.20				$55,557.27	$58,335.13	

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

AGENDA ITEM NO. 11.21

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Use of the Interlocal Purchasing Agreement (TIPS) for Academic and Educational Goods and Services #250802, SDMC No. 27-0015-BS Estimated in the Amount of $475,000.00 Annually (Multiple Funding Sources)

Executive Summary
The School District is requesting approval to use The Interlocal Purchasing System (TIPS) cooperative sponsored by lead agency Region 8 Education Service Center in Texas for use of the academic and educational goods and service contract #250802, which has been competitively procured and awarded. This bid will allow the District to purchase items such as instructional and educational materials, classroom equipment and supplies, library resources, educational software and digital content, STEM and CTE resources, instructional technology, professional development, testing and assessment tools, etc. at discounted cost with the awarded vendors. The vendors have agreed to extend their pricing to the School District Manatee County under the same terms and conditions. Copies of the specifications are on file in the Purchasing Department. Additional awarded vendors may be made available as needed.

The TIPS agreement is valid through October 31, 2030 with the option to renew for two (2) additional one (1) year period through October 31, 2032. This is a new bid therefore there is no historical spend.

Rule 6A-1.012(6), Florida Administrative Code, states "In lieu of requesting competitive solicitations from three (3) or more sources, district school boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board."

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow and only for the vendors listed below.

The bid is awarded to:
CT Book Holdings LLC DBA Bulk BookStore, Portland, OR, Florida Document No. L09000090343.
Carolina Biological Supply Company, Burlington, NC, Florida Document No. Not Required
Carson Dellosa Education, Greensboro, NC, Florida Document No. M1900003501
Center for the Collaborative Classroom, Alameda, CA, Florida Document No. F11000000134
Follett Content Solutions LLC, McHenry, IL, Florida Document No. M21000017501
IXL Learning Inc., San Mateo, CA, Florida Document No. F16000002866
Kaplan Early Learning Company, Lewisville, NC, Florida Document No. F0000004536
Lego Education North America, Boston, MA, Florida Document No. Not Required
Maxi Aids Inc., Farming Dale, NY, Florida Document No. Not Required
Music in Motion Inc., Plano, TX, Florida Document No. F23000001771
Oriental Trading Company Inc., Omaha, NE, Florida Document No. Not Required
Pitsco Education LLC, Pittsburg, KS, Florida Document No. M21000011624
PowerUp EDU, Kennesaw, GA, Florida Document No. Not Required
The Library Store Inc., Tremont, IL, Florida Document No. Not Required
The Reading Warehouse, Inc., North Charleston, SC, Florida Document No. F25000004688

Varitronics LLC, Brooklyn Park, MN, Florida Document No. Not Required

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

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

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 use of the Interlocal Purchasing Agreement (TIPS) for academic and educational goods and services #250802, SDMC No. 27-0015-BS estimated in the amount of $475,000.00 annually (Multiple Funding Sources).

Financial Impact
The funding source for this annually estimated expenditure are included in the General Funds, Special Projects, Federal Projects and Capital Accounts and are included in the school sites and departments proposed budget for 2026 – 2027.

Contact
Submitting Departments: Curriculum/Purchasing
Initiated by: Derek Jensen/Latrina Singleton

Attachments:
250802 Academic Tabulation

TIPS SCORE SHEET

	Contract #:	**250802**				**Award Date:**		**October 23, 2025**			
	Category:	**Academic and Educational Goods and Services**			**Minimum Required:**			**70**			
		Pricing	**Reputation**	**Quality**	**Long Term Costs**	**Meets Needs**	**Past Relations**	**HUB**	**Experience**	**Total**	**ACTION**
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
1	3 C TECHNOLOGY LLC	11	0	21.5	10	21.5	10	2	10	86	Award
2	360 Practical Leadership, LLC	16	3	21.5	10	21.5	10	2	1	85	Award
3	Abecedarian ABC LLC (Andrie Cantu)	4	3	21.5	10	21.5	10	2	10	82	Award
4	Accelerate Education	11	3	21.5	10	21.5	5	2	10	84	Award
5	Accelerate Learning, Inc.	6	3	21.5	10	21.5	10	2	10	84	Award
6	ACE Educational Supplies Inc	19	0	21.5	10	21.5	10	2	10	94	Award
7	Acorn Naturalists (The Acorn Group Inc.)	6	0	21.5	10	21.5	10	2	10	81	Award
8	Acrylic Source+	11	3	21.5	10	21.5	10	2	10	89	Award
9	Action Based Learning LLC	6	3	21.5	10	21.5	5	2	10	79	Award
10	Advanced Technologies Consultants (T.S. Enterprise Associates, LLC)	6	3	21.5	10	21.5	10	2	10	84	Award
11	Air Master Systems	21	1	21.5	10	21.5	5	2	10	92	Award
12	AlmsTravel LLC	12	0	21.5	10	21.5	10	2	10	87	Award
13	Amaze Puzzles, Inc	6	2	21.5	10	21.5	10	2	1	74	Award
14	Amplify Education, Inc.	4	3	21.5	10	21.5	10	2	10	82	Pending
15	Anchorage Medical Equipment & Supplies	11	2	21.5	10	21.5	10	2	10	88	Award

TIPS SCORE SHEET

	Contract #:	**250802**				**Award Date:**		**October 23, 2025**			
	Category:	**Academic and Educational Goods and Services**			**Minimum Required:**			**70**			
		Pricing	**Reputation**	**Quality**	**Long Term Costs**	**Meets Needs**	**Past Relations**	**HUB**	**Experience**	**Total**	**ACTION**
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
16	Array Education, Inc. (dba Lit) (Array Education, Inc.)	4	2	21.5	10	21.5	5	2	10	76	Award
17	Ask Marj LLC	4	2	21.5	10	21.5	5	2	10	76	Award
18	Audio Acoustics, Inc	16	2	21.5	10	21.5	5	2	10	88	Award
19	Audio Enhancement Inc.	17	2	21.5	10	21.5	10	2	10	94	Award
20	Aztec Software, LLC	6	1	21.5	10	21.5	10	2	8	80	Award
21	Baker & Petsche Publishing LLC	4	0	21.5	10	21.5	5	2	10	74	Award
22	Baketivity Kids LLC	11	1	21.5	10	21.5	5	2	8	80	Award
23	Barnes and Noble Booksellers Inc	6	0	21.5	10	21.5	10	2	10	81	Award
24	Beacon Administrative Consulting	22	3	21.5	10	21.5	10	2	5	95	Award
25	Beckers School Supplies (Charles J Becker & Bro. Inc.)	14	2	21.5	10	21.5	10	2	10	91	Award
26	Big Books, By George!	4	3	21.5	10	21.5	10	2	10	82	Award
27	Bilingual Speech Services LLC	6	0	21.5	10	21.5	5	2	5	71	Award
28	Bio Corporation (Bio Company Inc)	9	2	21.5	10	21.5	10	2	10	86	Award
29	Bio-Rad	4	2	21.5	10	21.5	10	2	10	81	Award
30	Blu Avo Group LLC	16	2	21.5	10	21.5	5	2	10	88	Award

TIPS SCORE SHEET

	Contract #:	**250802**				**Award Date:**		**October 23, 2025**			
	Category:	**Academic and Educational Goods and Services**			**Minimum Required:**			**70**			
		Pricing	**Reputation**	**Quality**	**Long Term Costs**	**Meets Needs**	**Past Relations**	**HUB**	**Experience**	**Total**	**ACTION**
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
31	Bodemuller the Printer (Andrepont Printing, Inc.)	16	3	21.5	10	21.5	10	2	10	94	Award
32	Body Interact Inc.	9	3	21.5	10	21.5	10	2	10	87	Award
33	Boo G Photo Booth	12	2	21.5	10	21.5	5	2	10	84	Award
34	BookPal, LLC	7	3	21.5	10	21.5	10	2	10	85	Award
35	Bracane Company	11	0	21.5	10	21.5	10	2	10	86	Award
36	BrightThinker, Inc.	18	0	21.5	10	21.5	10	2	10	93	Award
37	brightwheel (DSSV, Inc.)	14	3	21.5	10	21.5	5	2	10	87	Award
38	Brisk Labs Corp.	6	3	21.5	10	21.5	5	2	3	72	Award
39	C2 Communications, LCC	11	3	21.5	10	21.5	10	2	10	89	Award
40	Cambridge University Press	19	3	21.5	10	21.5	10	2	10	97	Award
41	Candor Consulting & Diagnostics, LLC.	4	0	21.5	10	21.5	5	2	10	74	Award
42	Carolina Biological Supply Company	6	3	21.5	10	21.5	10	2	10	84	Award
43	Carson Dellosa Education (Carson Dellosa Publishing LLC)	21	3	21.5	10	21.5	10	2	10	99	Award
44	Center for the Collaborative Classroom	4	2	21.5	10	21.5	10	2	10	81	Award
45	Chemonics International, Inc.	11	0	21.5	10	21.5	10	2	10	86	Award
46	Choosing the Best Publishing, LLC	4	3	21.5	10	21.5	10	2	10	82	Award
47	Cignition, Inc.	6	3	21.5	10	21.5	10	2	10	84	Award
48	Classbridgek12, Inc.	11	3	21.5	10	21.5	5	2	1	75	Award
49	ClassCloud, Inc	17	3	21.5	10	21.5	5	2	1	81	Award
50	CoGrader (CoGrader, Co)	6	0	21.5	10	21.5	5	2	5	71	Award

TIPS SCORE SHEET

	Contract #:	250802				Award Date:		October 23, 2025			
	Category:	Academic and Educational Goods and Services			Minimum Required:		70				
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	Responding Vendor	22	3	21.5	10	21.5	10	2	10	100	
51	Columbia Manufacturing Inc	19	3	21.5	10	21.5	10	2	10	97	Award
52	Complete Book and Media Supply, LLC	6	3	21.5	10	21.5	10	2	10	84	Award
53	Constructive Playthings (U.S. Toy Company, Inc.)	21	1	21.5	10	21.5	10	2	10	97	Award
54	Contract Paper Group Inc.	6	3	21.5	10	21.5	10	2	10	84	Award
55	Core Learning Exchange	6	0	21.5	10	21.5	10	2	10	81	Award
56	craving for a change foundation inc	12	0	21.5	10	21.5	5	2	10	82	Award
57	Crisis Prevention Institute, Inc.	6	0	21.5	10	21.5	5	2	10	76	Award
58	Curipod, Inc	6	3	21.5	10	21.5	5	2	10	79	Award
59	Cyber Workforce (Coherent Cyber Education, LLC)	6	0	21.5	10	21.5	5	2	10	76	Award
60	Data Recognition Corporation	4	1	21.5	10	21.5	5	2	10	75	Award
61	deko, LLC	21	3	21.5	10	21.5	5	2	10	94	Award
62	Different Roads to Learning, Inc	6	2	21.5	10	21.5	10	2	10	83	Award
63	Diffit	4	3	21.5	10	21.5	5	2	5	72	Award
64	DroneBlocks, LLC	11	2	21.5	10	21.5	5	2	10	83	Award
65	Edia Learning Inc	16	1	21.5	10	21.5	5	2	8	85	Award
66	Edinumen USA (Editorial Edinumen S.L.)	17	1	21.5	10	21.5	10	2	10	93	Award
67	Emerald Coast Vision Aids, Inc.	6	3	21.5	10	21.5	10	2	10	84	Award
68	Endeavor IT (Synergetics DCS, Inc.)	7	0	21.5	10	21.5	10	2	10	82	Award
69	EREFLECT INC	16	1	21.5	10	21.5	10	2	10	92	Award

TIPS SCORE SHEET

	Contract #:	**250802**				**Award Date:**		**October 23, 2025**			
	Category:	**Academic and Educational Goods and Services**			**Minimum Required:**			**70**			
		Pricing	**Reputation**	**Quality**	**Long Term Costs**	**Meets Needs**	**Past Relations**	**HUB**	**Experience**	**Total**	**ACTION**
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
70	ESA Systems LLC	16	3	21.5	10	21.5	5	2	1	80	Award
71	Evan-Moor Educational Publishers	9	3	21.5	10	21.5	10	2	10	87	Award
72	Explore Interactive	11	3	21.5	10	21.5	5	2	10	84	Award
73	FACTS Education Solutions	9	3	21.5	10	21.5	5	2	10	82	Award
74	Ferguson Learning Company, LC	4	3	21.5	10	21.5	10	2	10	82	Award
75	FILLERB CO	6	3	21.5	10	21.5	5	2	1	70	Award
76	Follett Content Solutions, LLC	7	3	21.5	10	21.5	10	2	10	85	Award
77	Frog Street Press	6	3	21.5	10	21.5	10	2	10	84	Award
78	Function 4 LLC	16	2	21.5	10	21.5	10	2	10	93	Award
79	Future Tek, Inc	11	1	21.5	10	21.5	5	2	10	82	Award
80	Gateway Printing and office Supply Inc	21	2	21.5	10	21.5	10	2	10	98	Award
81	GBP DIRECT INC	17	3	21.5	10	21.5	5	2	10	90	Award
82	Global Vending Group Inc	6	0	21.5	10	21.5	5	2	10	76	Award
83	GMi Companies	20	3	21.5	10	21.5	10	2	10	98	Award
84	GradeCam LLC	3	3	21.5	10	21.5	10	2	10	81	Award
85	Groovelit (Structal LLC)	9	1	21.5	10	21.5	5	2	5	75	Award
86	HADDOCK EDUCATION TECHNOLOGIES	7	3	21.5	10	21.5	10	2	10	85	Award
87	Hardin Consulting, LLC	6	3	21.5	10	21.5	5	2	1	70	Award
88	HeyTutor, Inc.	14	0	21.5	10	21.5	10	2	10	89	Award
89	HighScope Educational Research Foundation	4	3	21.5	10	21.5	10	2	10	82	Award
90	HubbleIQ Inc	22	0	21.5	10	21.5	5	2	8	90	Award
91	Huntington Learning Corporation	16	3	21.5	10	21.5	5	2	10	89	Award

TIPS SCORE SHEET

	Contract #:	**250802**				**Award Date:**		**October 23, 2025**			
	Category:	**Academic and Educational Goods and Services**			**Minimum Required:**			**70**			
		Pricing	**Reputation**	**Quality**	**Long Term Costs**	**Meets Needs**	**Past Relations**	**HUB**	**Experience**	**Total**	**ACTION**
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
92	Ignite Reading	4	2	21.5	10	21.5	5	2	8	74	Award
93	Immersive Vision Technology Inc.	4	3	21.5	10	21.5	5	2	8	75	Award
94	Ivy Bound Tutors (Firm Connections, LLC)	18	0	21.5	10	21.5	5	2	10	88	Award
95	IXL Learning, Inc.	6	3	21.5	10	21.5	10	2	10	84	Award
96	J.W. Pepper & Son, Inc.	6	3	21.5	10	21.5	5	2	10	79	Award
97	Everblue Training Institute(JCN Partners, Inc)	11	0	21.5	10	21.5	5	2	10	81	Award
98	JOURNEYED.COM,INC	11	3	21.5	10	21.5	10	2	10	89	Award
99	K12 Computers	6	0	21.5	10	21.5	5	2	8	74	Award
100	Kahoot!	11	1	21.5	10	21.5	5	2	10	82	Award
101	Kai's Education USA, Inc.	16	1	21.5	10	21.5	5	2	10	87	Award
102	Kaplan Early Learning Company	19	3	21.5	10	21.5	10	2	10	97	Award
103	Kennyco Industries (Fire Alarm Solutions)	Pending	3	21.5	10	21.5	5	Pending	10	71	No Bid
104	Klett World Languages, Inc.	16	3	21.5	10	21.5	5	2	5	84	Award
105	Kreyco Inc. (Language Learning Network)	9	2	21.5	10	21.5	5	2	10	81	Award
106	Laprea Education	14	0	21.5	10	21.5	10	2	10	89	Award
107	Laser Shot Inc	6	3	21.5	10	21.5	10	2	10	84	Award
108	Learn-It Systems, LLC	6	0	21.5	10	21.5	5	2	10	76	Award
109	Learning Farm, LLC.	6	0	21.5	10	21.5	10	2	10	81	Award
110	Learning Source, LLC	16	3	21.5	10	21.5	5	2	10	89	Award

TIPS SCORE SHEET

	Contract #:	**250802**				**Award Date:**		**October 23, 2025**			
	Category:	**Academic and Educational Goods and Services**			**Minimum Required:**			**70**			
		Pricing	**Reputation**	**Quality**	**Long Term Costs**	**Meets Needs**	**Past Relations**	**HUB**	**Experience**	**Total**	**ACTION**
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
111	LEGO Education (LEGO Brand Retail, Inc.)	6	3	21.5	10	21.5	10	2	10	84	Award
112	LevelOne Technology	4	3	21.5	10	21.5	10	2	10	82	Award
113	Libraria (Children's Plus, Inc.)	4	3	21.5	10	21.5	10	2	10	82	Award
114	Lingco Language Labs, Inc.	19	0	21.5	10	21.5	5	2	10	89	Award
115	LinkIt! (Advanced Assessment Systems Inc.)	11	3	21.5	10	21.5	5	2	10	84	Award
116	Little Sponges	6	2	21.5	10	21.5	10	2	10	83	Award
117	Lone Star Learning (Lone Star Learning Sales & Marketing, Inc.)	4	3	21.5	10	21.5	10	2	10	82	Award
118	Loodor, LLC	7	3	21.5	10	21.5	10	2	8	83	Award
119	Lucas Color Card (LUCAS HOLDINGS, LLC)	12	3	21.5	10	21.5	10	2	10	90	Award
120	MacDermott Method (MacDermott Method B2B, LLC)	16	3	21.5	10	21.5	10	2	10	94	Award
121	MaddBurt Innovations	12	3	21.5	10	21.5	5	2	5	80	Award
122	Magee Enterprises, Inc.	17	3	21.5	10	21.5	5	2	10	90	Award
123	Magic School Inc	11	1	21.5	10	21.5	5	2	5	77	Award
124	Marching365, LLC (Clayton H Harris)	6	0	21.5	10	21.5	5	2	10	76	Award
125	Martin's Office Supply, Inc.	16	2	21.5	10	21.5	10	2	10	93	Award
126	Maxi Aids	14	0	21.5	10	21.5	10	2	10	89	Award
127	Meals in Motion (Nick and Normas No Child Left Behind Fund)	4	2	21.5	10	21.5	5	2	5	71	Award

TIPS SCORE SHEET

	Contract #:	**250802**				**Award Date:**		**October 23, 2025**			
	Category:	**Academic and Educational Goods and Services**			**Minimum Required:**			**70**			
		Pricing	**Reputation**	**Quality**	**Long Term Costs**	**Meets Needs**	**Past Relations**	**HUB**	**Experience**	**Total**	**ACTION**
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
128	Mechdyne (Mechdyne Corporation)	6	0	21.5	10	21.5	10	2	10	81	Award
129	Midwest Social Science Resarch Assoc. LLC (Sakile Camara)	12	2	21.5	10	21.5	5	2	10	84	Award
130	Money MGMT LLC.	9	3	21.5	10	21.5	5	2	10	82	Award
131	MPS, c/o Bedford,Freeman and Worth Publishing Group, LLC (Macmillan Holdings, LLC.)	4	0	21.5	10	21.5	10	2	10	79	Award
132	Music in Motion Inc.	4	1	21.5	10	21.5	10	2	10	80	Award
133	The National Center on Education and the Economy	4	2	21.5	10	21.5	5	2	10	76	Award
134	National Educational Systems, Inc.	7	0	21.5	10	21.5	10	2	10	82	Award
135	National Inventors Hall of Fame, Inc	11	2	21.5	10	21.5	5	2	10	83	Award
136	Net A Corp (N & J Technologies, Inc.)	12	0	21.5	10	21.5	5	2	10	82	Award
137	New School Hero (Be Smarter, LLC)	17	3	21.5	10	21.5	5	2	5	85	Award
138	Nutty Brown Press	8	1	21.5	10	21.5	5	2	1	70	Award
139	Oriental Trading Company, Inc (OTC Direct, Inc.)	9	2	21.5	10	21.5	10	2	10	86	Award
140	Ozobot(Ozo Edu, Inc.)	10	3	21.5	10	21.5	5	2	10	83	Award
141	Padlet (Wallwisher, Inc. DBA Padlet)	6	1	21.5	10	21.5	5	2	10	77	Award
142	Paxton Patterson LLC	6	3	21.5	10	21.5	10	2	10	84	Award
143	PC University Distributors, Inc.	6	2	21.5	10	21.5	10	2	10	83	Award
144	Pearl (Trilogy Mentors Inc)	4	3	21.5	10	21.5	5	2	10	77	Award

TIPS SCORE SHEET

	Contract #:	**250802**				**Award Date:**		**October 23, 2025**			
	Category:	**Academic and Educational Goods and Services**			**Minimum Required:**			**70**			
		Pricing	**Reputation**	**Quality**	**Long Term Costs**	**Meets Needs**	**Past Relations**	**HUB**	**Experience**	**Total**	**ACTION**
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
145	Pearson Education INC	4	2	21.5	10	21.5	5	2	10	76	Pending
146	Pencil Ladies, LLC	16	2	21.5	10	21.5	10	2	10	93	Award
147	Pender's Music Company (Pender's Music Company, LLC)	6	3	21.5	10	21.5	10	2	10	84	Award
148	Perfection Learning Corporation	4	0	21.5	10	21.5	5	2	10	74	Award
149	Physics Classroom LLC	6	2	21.5	10	21.5	5	2	10	78	Award
150	Pitsco Education, LLC	4	1	21.5	10	21.5	10	2	10	80	Award
151	Play Piper, LLC	11	3	21.5	10	21.5	5	2	10	84	Award
152	Pocket Coach Academy	22	0	21.5	10	21.5	5	2	5	87	Award
153	Positive Promotions, Inc	6	0	21.5	10	21.5	10	2	10	81	Award
154	Poster Studio Express (Red Circle Solutions)	6	2	21.5	10	21.5	10	2	10	83	Award
155	PowerUp EDU (Total Performance Services LLC)	4	3	21.5	10	21.5	10	2	10	82	Award
156	Presentation Concepts Corporation	3	3	21.5	10	21.5	5	2	10	76	Award
157	Presentation Solutions, Inc.	4	3	21.5	10	21.5	10	2	10	82	Award
158	Progsit LLC	11	1	21.5	10	21.5	10	2	10	87	Award
159	Project Lead The Way, Inc.	4	2	21.5	10	21.5	5	2	10	76	Pending
160	Purple Ruler LLC (Enlai International Ltd)	6	3	21.5	10	21.5	5	2	8	77	Award

TIPS SCORE SHEET

	Contract #:	**250802**				**Award Date:**		**October 23, 2025**			
	Category:	**Academic and Educational Goods and Services**			**Minimum Required:**			**70**			
		Pricing	**Reputation**	**Quality**	**Long Term Costs**	**Meets Needs**	**Past Relations**	**HUB**	**Experience**	**Total**	**ACTION**
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
161	QUILL CORPORATION	21	0	21.5	10	21.5	5	2	10	91	Award
162	R- Zero Systems Inc.	16	3	21.5	10	21.5	10	2	8	92	Award
163	Rainbow Book Company	4	2	21.5	10	21.5	10	2	10	81	Award
164	Read Naturally, Inc	4	0	21.5	10	21.5	10	2	10	79	Award
165	Ready2STEM, LLC	6	0	21.5	10	21.5	10	2	5	76	Award
166	RGV Vocational Services (RGV Vocational Services, LLC.)	4	2	21.5	10	21.5	5	2	10	76	Award
167	Robo Wunderkind (Robo Wunderkind Inc.)	9	2	21.5	10	21.5	5	2	5	76	Award
168	Rose Costumes	4	0	21.5	10	21.5	5	2	10	74	Award
169	Rosetta Stone LLC	4	2	21.5	10	21.5	10	2	10	81	Award
170	Rubin Educational Services, LLC	6	3	21.5	10	21.5	10	2	8	82	Award
171	Saddleback Educational, Inc.	4	2	21.5	10	21.5	10	2	10	81	Award
172	SANDS BUSINESS EQUIPMENT & SUPPLIES LLC	21	3	21.5	10	21.5	10	2	10	99	Award
173	Sandy Spin Slade Inc DBA Skillastics (Sandy Spin Slade Inc)	9	3	21.5	10	21.5	10	2	10	87	Award
174	School Outfitters LLC	6	2	21.5	10	21.5	10	2	10	83	Award
175	School Yard Rap LLC	7	3	21.5	10	21.5	5	2	10	80	Award
176	SchooLinks Inc	14	1	21.5	10	21.5	10	2	10	90	Award
177	Simulation Curriculum Corp.	7	0	21.5	10	21.5	10	2	10	82	Award

TIPS SCORE SHEET

	Contract #:	250802				Award Date:		October 23, 2025			
	Category:	Academic and Educational Goods and Services			Minimum Required:		70				
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
178	Sisbro Initiatives Corporation (Snapology of Camp Hill)	14	3	21.5	10	21.5	10	2	10	92	Award
179	Smart Solutions Group (SWE Workforce Solutions, Inc.)	12	3	21.5	10	21.5	5	2	10	85	Award
180	SmartStart Education, LLC	6	3	21.5	10	21.5	5	2	10	79	Award
181	Sophisticated Real-Life Publications, LLC	16	0	21.5	10	21.5	5	2	8	84	Award
182	Spark Innovations	14	3	21.5	10	21.5	5	2	10	87	Award
183	Speech Corner	4	2	21.5	10	21.5	10	2	10	81	Award
184	Squishy Circuits (Squishy Circuits Store LLC)	14	3	21.5	10	21.5	10	2	10	92	Award
185	Stats Medic, LLC	6	2	21.5	10	21.5	10	2	10	83	Award
186	Steps To Literacy	21	2	21.5	10	21.5	10	2	10	98	Award
187	Sunburst Digital, Inc.	11	3	21.5	10	21.5	10	2	10	89	Award
188	Supply Chimp (Mono Machines LLC)	6	0	21.5	10	21.5	10	2	10	81	Award
189	Supportive Hearing Systems, Inc.	11	1	21.5	10	21.5	10	2	10	87	Award
190	Supreme Company Wholesaler of Books Inc	7	0	21.5	10	21.5	10	2	10	82	Award
191	Talkido (COGNI5 Inc)	17	3	21.5	10	21.5	5	2	5	85	Award
192	Target River	16	1	21.5	10	21.5	10	2	10	92	Award
193	Tech to School	6	0	21.5	10	21.5	5	2	10	76	Award
194	Teachers Pay Teachers (Teacher Synergy LLC)	4	3	21.5	10	21.5	10	2	10	82	Award

TIPS SCORE SHEET

	Contract #:	**250802**				**Award Date:**		**October 23, 2025**			
	Category:	**Academic and Educational Goods and Services**			**Minimum Required:**			**70**			
		Pricing	**Reputation**	**Quality**	**Long Term Costs**	**Meets Needs**	**Past Relations**	**HUB**	**Experience**	**Total**	**ACTION**
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
195	Teaching Strategies, LLC (UTJ Holdco, Inc.)	4	3	21.5	10	21.5	10	2	10	82	Award
196	Tech My School (Tech My School Inc)	6	3	21.5	10	21.5	5	2	8	77	Award
197	Tech Sourced Solutions (Phone Hero LLC)	11	1	21.5	10	21.5	5	2	10	82	Award
198	Temporary Staffing Professionals ED CO	4	3	21.5	10	21.5	5	2	5	72	Award
199	The Academy of MotivAction (MotivAction LLC)	16	0	21.5	10	21.5	5	2	8	84	Award
200	The Borrego Establishment LLC	11	2	21.5	10	21.5	10	2	8	86	Award
201	The Bulk BookStore (CTBook Holdings, LLC)	6	2	21.5	10	21.5	10	2	10	83	Award
202	The Creative Company (J Appleseed, INC)	21	1	21.5	10	21.5	10	2	10	97	Award
203	The Discovery Source	4	3	21.5	10	21.5	5	2	10	77	Award
204	The Douglas Stewart Company, Inc.	4	3	21.5	10	21.5	10	2	10	82	Award
205	The EDMAT Company	11	3	21.5	10	21.5	5	2	10	84	Award
206	The Library Store Inc	16	0	21.5	10	21.5	10	2	10	91	Award
207	The Manhattan Strategy Group LLC	4	3	21.5	10	21.5	5	2	10	77	Award

TIPS SCORE SHEET

	Contract #:	**250802**				**Award Date:**		**October 23, 2025**			
	Category:	**Academic and Educational Goods and Services**			**Minimum Required:**			**70**			
		Pricing	**Reputation**	**Quality**	**Long Term Costs**	**Meets Needs**	**Past Relations**	**HUB**	**Experience**	**Total**	**ACTION**
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
208	The Mattri Group LLC	15	2	21.5	10	21.5	10	2	8	90	Award
209	The Reading Warehouse (The Reading Warehouse Inc)	21	0	21.5	10	21.5	10	2	10	96	Award
210	THE TUBA EXCHANGE	6	3	21.5	10	21.5	10	2	10	84	Award
211	Thriving Students Collective, Inc	6	3	21.5	10	21.5	5	2	10	79	Award
212	Play-Well TEKnologies	6	3	21.5	10	21.5	5	2	10	79	Award
213	Tino LLC	7	3	21.5	10	21.5	10	2	10	85	Award
214	Titan Armored (Titan Armored Systems LLC)	16	2	21.5	10	21.5	10	2	1	84	Award
215	Tutorade	21	3	21.5	10	21.5	5	2	1	85	Award
216	Tutored by Teachers	4	3	21.5	10	21.5	5	2	8	75	Award
217	Twins and Teaching Culinary and FACS	14	3	21.5	10	21.5	5	2	5	82	Award
218	Varitronics LLC	7	0	21.5	10	21.5	10	2	10	82	Award
219	Vocabulary Quest	16	0	21.5	10	21.5	5	2	10	86	Award
220	W.T. Cox Information Services	6	2	21.5	10	21.5	10	2	10	83	Award

TIPS SCORE SHEET

	Contract #:	**250802**				**Award Date:**		**October 23, 2025**			
	Category:	**Academic and Educational Goods and Services**				**Minimum Required:**		**70**			
		Pricing	**Reputation**	**Quality**	**Long Term Costs**	**Meets Needs**	**Past Relations**	**HUB**	**Experience**	**Total**	**ACTION**
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
221	Weber Educational Staffing Solutions (Pam H Weber & Associates, LLC)	6	3	21.5	10	21.5	5	2	10	79	Award
222	Whole Phonics, Inc.	4	0	21.5	10	21.5	5	2	8	72	Award
223	WhyTry LLC	6	2	21.5	10	21.5	10	2	10	83	Award
224	William J Redmond & Son, Inc.	7	3	21.5	10	21.5	10	2	10	85	Award
225	Win Elements LLC	7	0	21.5	10	21.5	5	2	10	77	Award
226	Winward Academy	17	3	21.5	10	21.5	10	2	10	95	Award
227	Work On Learning, Inc. (Classwork.com)	9	3	21.5	10	21.5	Pending	2	8	75	Pending
228	Zaner-Bloser, Inc.	4	2	21.5	10	21.5	10	2	10	81	Award
229	ZTAG Inc. (ZTAG)	7	0	21.5	10	21.5	5	2	10	77	Award
230	Beereaders MANUAL	11	0	21.5	10	21.5	10	2	8	84	Award
231	LETSGOLEARN INC MANUAL	4	3	21.5	10	21.5	5	2	10	77	Award

AGENDA ITEM NO. 11.22

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Sole Source to Purchase BadgePass ID Card Machines, Supplies, Software/Subscription Licensing, and Services, SDMC No. 27-0012-KD, Estimated in the Amount of $225,000.00 Annually (Multiple Funding Sources)

Executive Summary
The District previously purchased ID card machines, supplies, and service for school and support sites as part of the safety and security plan. This initiative aimed to integrate with transportation software and products and to centralize all employee and student ID badges to a single system starting in the 2020-2021 school year. The implementation spanned fiscal years 2019-2020 and 2020-2021.

All students and staff in the District are required to have an ID card to display for safety and security purposes, and other school or department purposes. The District supplied the initial machines, supplies, and services for this project. Additionally, schools with 650 or more enrolled students received a second printer.

The District has been replacing the original equipment that was purchased in the 2019-2020 fiscal year. It is also responsible for the annual BadgePass software/subscription fees each year, which will increase due to the additional machines purchased to support the District. The District will continue to provide supplies to schools and departments to support this requirement.

The District will be purchasing additional products to place at new schools that are under construction and scheduled to open over the next fiscal year. Additional products, supplies, and services may be purchased as needed throughout the approval period.

The sole source provider for BadgePass is:
- Diversified Business Machines, Inc., Seminole, FL, Florida Document No. L51834

The requested contract is for the period of July 1, 2026 through June 30, 2027.

Historical Expenditures are as follows:
- YTD 2025-2026 (July 1, 2025 through April 20, 2026) $109,152.07
- 2024-2025 $226,886.25
- 2023-2024 $168,956.31

Approval of this proposal and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allows on an as-needed basis throughout the contract period.

State Board Rule 6A-1.012(12)(d) states: "Commodities or contractual services available only from a single source may be exempted from the competitive solicitation requirements. When a district school board believes that commodities or contractual services are available only from a single source, the district school board shall electronically or otherwise publicly post a description of the commodities or contractual services sought for a period of at least 7 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the district school board, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the district school board shall provide notice of its intended decision to enter a single source contract in the manner

specified in Section 120.57(3), F.S., and may negotiate on the best terms and conditions with the single source vendor."

Florida Administrative Code Rule 6A-1.012(14) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board.” The foregoing rule contains a scrivener's error as the relevant statute defining "information technology" is Section 282.0041, Florida Statutes.

The District has reviewed sole source information and has fully complied with all sole source requirements. Documentation is on file the purchasing department.

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

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

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

Recommendation
The Superintendent recommends approval of Sole Source to purchase BadgePass ID card machines, supplies, software/subscription licensing, and services, SDMC No. 27-0012-KD, estimated in the amount of $225,000.00 annually (Multiple Funding Sources).

Financial Impact
The funding source for this annually estimated expenditure is General, Capital, and other District funds as needed and is included in the proposed budget for 2026-2027 **(Multiple Funding Sources).**

Contact
Submitting Departments: Information Technology and Purchasing
Initiated By: Scott Hansen

Attachments:
DBM_BadgePass Sole Source Letter 2026

BADGEPASS™

February 26th, 2026

To Whom It May Concern:

As the manufacturer of BadgePass, we would like to personally thank you for your interest in our BadgePass Enterprise Identity Management Platform, BadgePass NXTElite Card Printer, and Halo Card Printer.

Please be advised that Diversified Business Machines is the Authorized Dealer for BadgePass products in the counties Charlotte, Citrus, Desoto, Hardee, Hillsborough, Hernando, Manatee, Paso, Pinellas, Polk, and Sarasota in the state of Florida.

BadgePass maintains very strict guidelines as to who is able to sell and support our software in order to make sure your experience is the best possible. I feel confident that your service with Diversified Business Machines will be outstanding. Please feel free to call me with any concerns you have.

Best regards,

Jason Thomas
EVP of Sales and Marketing
BadgePass, Inc.
280 Trace Colony Park
Ridgeland, MS 39157
601.499.2131

AGENDA ITEM NO. 11.23

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Purchase CENTEGIX Crisis Alert and Contact Alert Products and Services, SDMC No. 27-0018-KD, Estimated in the Amount of $375,000.00 Annually (Multiple Funding Sources)

Executive Summary
In June 2020, Senate Bill 70 was signed into law. In accordance with Section (s.) 1006.07(4), Florida Statutes, (F.S.), All Florida public schools, including charters must be outfitted with mobile panic alert systems by the start of the 2021-2022 school year. Known as Alyssa's Law in honor of one of the 17 victims of the Marjory Stoneman Douglas High School tragedy. The systems enable school staff to silently and easily contact law enforcement to respond in the case of an on-campus threat or crisis.

On April 27, 2021, the Board approved the purchase of CENTEGIX Crisis Alert and Contact Alert System to comply with the law. On October 22, 2024, the Board approved an upgrade to the CENTEGIX Crisis Alert System. The District will enter into another 5 year agreement with the supplier to continue procuring products and services to support this system and remain in compliance with the law. The District will also purchase additional products and services to support new schools, new wings, renovations, upgrades, replacement parts/supplies, etc. throughout the contract period.

The supplier is:

- 34ED, LLC dba CENTEGIX, Atlanta, Georgia, Florida Document No. M190000002857

The requested contract is valid through July 31, 2031.

Historical Expenditures are as follows:
- YTD 2025-2026 (July 1, 2025 through April 21, 2026) $276,297.00
- 2024-2025 $616,627.00
- 2023-2024 $556,430.00

Approval of this proposal and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allows on an as-needed basis throughout the contract period.

Contract documents are available in the Purchasing Department. This item is protected under Florida Statute for Cybersecurity, FS. 282.318. Portions of risk assessments, evaluations, external audits, and other reports of a state agency's cybersecurity program are confidential and exempt from public disclosure if their release would facilitate unauthorized access to or modification, disclosure, or destruction of data or information technology resources which includes information about the security measures, technologies, processes, and practices the agency uses to protest its networks, computers, data processing software, and data from attacks, damage, or unauthorized access and security details, both physical and virtual, concerning agency's current or planned information technology systems.

Florida Administrative Code Rule 6A-1.012(14) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board.” The foregoing rule contains a scrivener's error as the

relevant statute defining "information technology" is Section 282.0041, Florida Statutes.

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 to purchase CENTEGIX crisis alert and contact alert products and services, SDMC No. 27-0018-KD, estimated in the amount of $375,000.00 annually (Multiple Funding Sources).

Financial Impact
The funding source for this annually estimated expenditure is General, Capital, and other District funds as needed and is included in the proposed budget for 2026-2027 **(Multiple Funding Sources)**.

Contact
Submitting Departments: Information Technology, Safety and Security, and Purchasing
Initiated By: Scott Hansen and Paul Damico

AGENDA ITEM NO. 11.24

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Purchase PowerSchool Subscriptions to Include Schoology Enterprise, Applicant Tracking System and Professional Learning System, SDMC No. 27-0020-BS, Estimated in the Amount of $490,000.00 Annually (Multiple Funding Sources)

Executive Summary
The School District of Manatee County (SDMC) seeks to renew and expand its integrated PowerSchool ecosystem. PowerSchool serves as the District's primary infrastructure for classroom instruction, talent recruitment, professional development, and instructional employee evaluations.

The subscriptions provide four critical functions for the District:

- Schoology Learning Management System (LMS): A centralized digital classroom that connects teachers, students, and parents. It houses instructional materials, facilitates lesson planning, and enables personalized learning both inside and outside the classroom.
- PowerSchool Perform: A digital performance management tool. It allows administrators to conduct rubric-aligned evaluations and walkthroughs, capture artifacts, and provide real-time feedback.
- My Professional Growth System (MyPGS): This platform recommends specific training based on need, tracks in-service credits, and supports educator professional learning throughout SDMC.
- Applicant Tracking System (ATS): This new system will provide a modern recruitment solution designed to streamline the hiring cycle for applicants and hiring managers. The ATS expands job posting visibility across multiple platforms and uses automated filtering to help hiring managers secure high-quality candidates more efficiently.

PowerSchool has provided a discounted rate based on a multi-year licensing agreement, ensuring cost stability through June 30, 2029. Funds will only be expended as budget(s) allow. The requested contract is for the period of July 1, 2025 through June 30, 2029 and will automatically renew for additional one-year periods.

Historical expenditures are as follows:
YTD 2025-2026 $365,121.84 (07-01-2025 - 04-21-2026)
2024-2025 $341,305.11
2023-2024 $320,103.81

Florida Statutes Section 1010.04(4)(a) "The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

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

The supplier is PowerSchool Group, LLC, Folsom, CA, Florida Document No. M15000006139.

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

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

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

Recommendation
The Superintendent recommends Approval to Purchase PowerSchool Subscriptions to Include Schoology Enterprise, Applicant Tracking System and Professional Learning System, SDMC No. 27-0020-BS, Estimated in the Amount of $490,000.00 Annually (Multiple Funding Sources)

Financial Impact
The funding source for these subscriptions General Funds, Special Projects, Federal Projects and Capital Accounts and are included in the Information Technology, Human Resources and Curriculum and Professional Learning Department's proposed budget for 2026/2027.

Contact
Submitting Departments: Information Technology/Human Resources/Professional Learning

Initiated By: Scott Hansen/Dr. Christina Britton/Dr. Terra Ward

Attachments:
Schoology Subscription
Schoology PD
MyPGS
Unified Talent Perform
Applicant Tracking

PowerSchool

Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-240266-1

Prepared By:	Julie Yarbrough	Customer Contact:	Lori Pick
Customer Name:	Manatee County School District	Title:	Instructional Technology Specialist
		Address:	PO Box 9069
Contract Term:	36 Months	City:	Bradenton
Billing Frequency:	Annually		
Start Date:	July 1, 2026	State/Province:	Florida
End Date:	June 30, 2029	Zip Code:	34206
Payment Terms:	Net 30	Phone #	941-751-6550
Pricing Vehicle:		Pricing Vehicle Contract #:	

Contract Term : July 1, 2026 to June 30, 2029

Quote Summary

License and Subscription Period(s)	License and Subscription	Total
Subscription Period 1: July 1, 2026 to June 30, 2027	USD 225,573.35	USD 225,573.35
Subscription Period 2: July 1, 2027 to June 30, 2028	USD 236,852.02	USD 236,852.02
Subscription Period 3: July 1, 2028 to June 30, 2029	USD 248,694.62	USD 248,694.62
Total Contract : July 1, 2026 to June 30, 2029	USD 711,119.99	USD 711,119.99

License and Subscription Fees

Subscription Period 1 License and Subscription Fees

Product Description	Quantity	Unit	Price
Schoology Additional Support Contact	1.00	Per Person	USD 662.69
PD+ for Schoology Learning	1.00	Per Person	USD 1,929.44
Schoology LMS Subscription	39,379.00	Students	USD 222,981.22
Subscription Period 1 License and Subscription Fees TOTAL:			USD 225,573.35

Subscription Period 2 License and Subscription Fees

Product Description	Quantity	Unit	Price
Schoology Additional Support Contact	1.00	Per Person	USD 695.82
PD+ for Schoology Learning	1.00	Per Person	USD 2,025.91
Schoology LMS Subscription	39,379.00	Students	USD 234,130.29
Subscription Period 2 License and Subscription Fees TOTAL:			USD 236,852.02

Subscription Period 3 License and Subscription Fees			
Product Description	**Quantity**	**Unit**	**Price**
Schoology Additional Support Contact	1.00	Per Person	USD 730.61
PD+ for Schoology Learning	1.00	Per Person	USD 2,127.21
Schoology LMS Subscription	39,379.00	Students	USD 245,836.80
	Subscription Period 3 License and Subscription Fees TOTAL:		USD 248,694.62
	Total License and Subscription Fees :		**USD 711,119.99**

Subscription Start and End Dates shall be as set forth above. The Start Date may be delayed based upon the date that PowerSchool receives this executed quote or Customer's purchase order if one is needed. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or executed agreement between the parties (e.g., services billed on time and material basis will be invoiced when such services are incurred).

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

If Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used within such twelve (12) month period will be forfeited.

This quote incorporates any statement of work attached hereto. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_2024

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term of this quote, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC	Manatee County School District
Signature:	Signature:
Printed Name: Jon Scrimshaw	Printed Name:
Title: Chief Accounting Officer	Title:

Date: 6-APR-2026

Date:

PO Number: _____

PowerSchool

Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-240264-1

Prepared By:	Julie Yarbrough	Customer Contact:	Lori Pick
Customer Name:	Manatee County School District	Title:	Instructional Technology Specialist
		Address:	PO Box 9069
Contract Term:	36 Months	City:	Bradenton
Billing Frequency:	Annually		
Start Date:	July 1, 2026	State/Province:	Florida
End Date:	June 30, 2029	Zip Code:	34206
Payment Terms:	Net 30	Phone #	941-751-6550
Pricing Vehicle:		Pricing Vehicle Contract #:	

Contract Term : July 1, 2026 to June 30, 2029

Quote Summary

License and Subscription Period(s)	License and Subscription	Total
Subscription Period 1: July 1, 2026 to June 30, 2027	USD 2,006.99	USD 2,006.99
Subscription Period 2: July 1, 2027 to June 30, 2028	USD 2,107.34	USD 2,107.34
Subscription Period 3: July 1, 2028 to June 30, 2029	USD 2,212.70	USD 2,212.70
Total Contract : July 1, 2026 to June 30, 2029	USD 6,327.03	USD 6,327.03

License and Subscription Fees

Subscription Period 1 License and Subscription Fees

Product Description	Quantity	Unit	Price
PD+ for Schoology Learning	1.00	Per Person	USD 2,006.99
Subscription Period 1 License and Subscription Fees TOTAL:			USD 2,006.99

Subscription Period 2 License and Subscription Fees

Product Description	Quantity	Unit	Price
PD+ for Schoology Learning	1.00	Per Person	USD 2,107.34
Subscription Period 2 License and Subscription Fees TOTAL:			USD 2,107.34

Subscription Period 3 License and Subscription Fees

Product Description	Quantity	Unit	Price
PD+ for Schoology Learning	1.00	Per Person	USD 2,212.70
Subscription Period 3 License and Subscription Fees TOTAL:			USD 2,212.70

Total License and Subscription Fees : **USD 6,327.03**

Subscription Start and End Dates shall be as set forth above. The Start Date may be delayed based upon the date that PowerSchool receives this executed quote or Customer's purchase order if one is needed. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or executed agreement between the parties (e.g., services billed on time and material basis will be invoiced when such services are incurred).

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

If Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used within such twelve (12) month period will be forfeited.

This quote incorporates any statement of work attached hereto. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_2024

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term of this quote, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC	Manatee County School District
Signature:	Signature:
Printed Name: Jon Scrimshaw	Printed Name:
Title: Chief Accounting Officer	Title:
Date: 6-APR-2026	Date:

PO Number: _____

PowerSchool

Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-240268-2

Prepared By:	Julie Yarbrough	Customer Contact:	Laurie Breslin
Customer Name:	Manatee County School District	Title:	Exec Director C&I
		Address:	PO Box 9069
Contract Term:	36 Months	City:	Bradenton
Billing Frequency:	Annually		
Start Date:	July 1, 2026	State/Province:	Florida
End Date:	June 30, 2029	Zip Code:	34206
Payment Terms:	Net 30	Phone #	9417088770
Pricing Vehicle:		Pricing Vehicle Contract #:	

Contract Term : July 1, 2026 to June 30, 2029

Quote Summary

License and Subscription Period(s)	License and Subscription	Total
Subscription Period 1: July 1, 2026 to June 30, 2027	USD 85,752.85	USD 85,752.85
Subscription Period 2: July 1, 2027 to June 30, 2028	USD 90,040.49	USD 90,040.49
Subscription Period 3: July 1, 2028 to June 30, 2029	USD 94,542.52	USD 94,542.52
Total Contract : July 1, 2026 to June 30, 2029	USD 270,335.86	USD 270,335.86

License and Subscription Fees

Subscription Period 1 License and Subscription Fees

Product Description	Quantity	Unit	Price
Professional Learning Classified License	1.00	Students	USD 19,811.18
Professional Learning PDMS Enterprise	1.00	Students	USD 50,173.02
Professional Learning Certificated License	1.00	Students	USD 8,601.08
Professional Learning LMS Integration	1.00	Each	USD 7,167.57
Subscription Period 1 License and Subscription Fees TOTAL:			USD 85,752.85

Subscription Period 2 License and Subscription Fees

Product Description	Quantity	Unit	Price
Professional Learning	1.00	Students	USD 20,801.74
Professional Learning	1.00	Students	USD 52,681.67
Professional Learning	1.00	Students	USD 9,031.13
Professional Learning LMS Integration	1.00	Each	USD 7,525.95
Subscription Period 2 License and Subscription Fees TOTAL:			USD 90,040.49

Subscription Period 3 License and Subscription Fees			
Product Description	**Quantity**	**Unit**	**Price**
Professional Learning	1.00	Students	USD 21,841.83
Professional Learning	1.00	Students	USD 55,315.75
Professional Learning	1.00	Students	USD 9,482.69
Professional Learning LMS Integration	1.00	Each	USD 7,902.25
Subscription Period 3 License and Subscription Fees TOTAL:			USD 94,542.52
Total License and Subscription Fees :			**USD 270,335.86**

Subscription Start and End Dates shall be as set forth above. The Start Date may be delayed based upon the date that PowerSchool receives this executed quote or Customer's purchase order if one is needed. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or executed agreement between the parties (e.g., services billed on time and material basis will be invoiced when such services are incurred).

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

If Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used within such twelve (12) month period will be forfeited.

This quote incorporates any statement of work attached hereto. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_2024

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term of this quote, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:

Printed Name: Jon Scrimshaw

Manatee County School District

Signature:

Printed Name:

Title: Chief Accounting Officer

Date: 6-APR-2026

Title:

Date:

PO Number: _____

PowerSchool

Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-240263-1

Prepared By:	Julie Yarbrough	Customer Contact:	Melinda Lundy
Customer Name:	Manatee County School District	Title:	Dir Prof Learning/ Asst. Dir of HR
		Address:	PO Box 9069
Contract Term:	36 Months	City:	Bradenton
Billing Frequency:	Annually		
Start Date:	July 1, 2026	State/Province:	Florida
End Date:	June 30, 2029	Zip Code:	34206
Payment Terms:	Net 30	Phone #	9417088770
Pricing Vehicle:		Pricing Vehicle Contract #:	

Contract Term : July 1, 2026 to June 30, 2029

Quote Summary

License and Subscription Period(s)	License and Subscription	Total
Subscription Period 1: July 1, 2026 to June 30, 2027	USD 69,460.42	USD 69,460.42
Subscription Period 2: July 1, 2027 to June 30, 2028	USD 72,933.44	USD 72,933.44
Subscription Period 3: July 1, 2028 to June 30, 2029	USD 76,580.11	USD 76,580.11
Total Contract : July 1, 2026 to June 30, 2029	USD 218,973.97	USD 218,973.97

License and Subscription Fees

Subscription Period 1 License and Subscription Fees

Product Description	Quantity	Unit	Price
Perform District Plus Danielson	39,379.00	Students	USD 69,460.42
Subscription Period 1 License and Subscription Fees TOTAL:			USD 69,460.42

Subscription Period 2 License and Subscription Fees

Product Description	Quantity	Unit	Price
Perform District Plus Danielson	39,379.00	Students	USD 72,933.44
Subscription Period 2 License and Subscription Fees TOTAL:			USD 72,933.44

Subscription Period 3 License and Subscription Fees

Product Description	Quantity	Unit	Price
Perform District Plus Danielson	39,379.00	Students	USD 76,580.11
Subscription Period 3 License and Subscription Fees TOTAL:			USD 76,580.11

Total License and Subscription Fees : **USD 218,973.97**

Subscription Start and End Dates shall be as set forth above. The Start Date may be delayed based upon the date that PowerSchool receives this executed quote or Customer's purchase order if one is needed. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or executed agreement between the parties (e.g., services billed on time and material basis will be invoiced when such services are incurred).

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

If Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used within such twelve (12) month period will be forfeited.

This quote incorporates any statement of work attached hereto. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_2024

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term of this quote, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC	Manatee County School District
Signature:	Signature:
Printed Name: Jon Scrimshaw	Printed Name:
Title: Chief Accounting Officer	Title:
Date: 6-APR-2026	Date:

PO Number: _____

PowerSchool

Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-223407-1
Quote Expiration Date 21-MAY-2026

Prepared By:	Rachel Hall	Customer Contact:	Christina Britton
Customer Name:	Manatee County School District	Title:	HR Director
Enrollment:	54,534	Address:	PO Box 9069
Contract Term:	39 Months	City:	Bradenton
Start Date:	April 1, 2026	State/Province:	Florida
End Date:	June 30, 2029	Zip Code:	34206
Payment Terms:	Net 30	Phone #	(941)708-8770
		Pricing Vehicle Contract #:	

Contract Term : April 1, 2026 to June 30, 2029

Quote Summary

License and Subscription Period(s)	License and Subscription	Implementation/ Training	Total
Subscription Period 1: April 1, 2026 to June 30, 2027	USD 54,299.73	USD 10,596.00	USD 64,895.73
Subscription Period 2: July 1, 2027 to June 30, 2028	USD 61,068.54	USD 0.00	USD 61,068.54
Subscription Period 3: July 1, 2028 to June 30, 2029	USD 64,121.97	USD 0.00	USD 64,121.97
Total Contract : April 1, 2026 to June 30, 2029	USD 179,490.24	USD 10,596.00	USD 190,086.24

Period 1 : April 1, 2026 to June 30, 2027

License and Subscription Fees

Product Description	Quantity	Unit	Price
ATS with Enhanced Candidate Portal	54,534.00	Students	USD 18,735.79
PowerSchool Sourcing	54,534.00	Students	USD 14,784.24
Onboard	54,534.00	Students	USD 20,779.70
		License and Subscription Fees :	**USD 54,299.73**

Professional Services and Setup

Product Description	Quantity	Unit	Price
Applicant Tracking Implementation-Comprehensive	1.00	Each	USD 4,388.00
Sourcing Implementation	1.00	Each	USD 384.00
Onboard Implementation - Comprehensive	1.00	Each	USD 4,280.00
		Professional Services and Setup :	**USD 9,052.00**

Training Services

Product Description	Quantity	Unit	Price
Applicant Tracking Training Remote	1.00	Day	USD 1,544.00
		Training Services :	**USD 1,544.00**

Term 1 Total Fees : USD 64,895.73

PowerSchool hereby agrees to invoice the Customer following the non-standard invoicing schedule for the first term of the Subscription:

Due Date	Payment Amount
1-APR-2026	USD 10,596.00
1-JUL-2026	USD 54,299.73

Period 2 : July 1, 2027 to June 30, 2028

License and Subscription Fees

Product Description	Quantity	Unit	Price
ATS with Enhanced Candidate Portal	54,534.00	Students	USD 22,617.98
PowerSchool Sourcing	54,534.00	Students	USD 15,832.58
Onboard	54,534.00	Students	USD 22,617.98

License and Subscription Fees : USD 61,068.54

Period 3 : July 1, 2028 to June 30, 2029

License and Subscription Fees

Product Description	Quantity	Unit	Price
ATS with Enhanced Candidate Portal	54,534.00	Students	USD 23,748.88
PowerSchool Sourcing	54,534.00	Students	USD 16,624.21
Onboard	54,534.00	Students	USD 23,748.88

License and Subscription Fees : USD 64,121.97

Total Contract Amount: : **USD 190,086.24**

Estimated Annual Ongoing Fees as of July 1, 2029 - Fees subject to an annual uplift, which will be reflected on a renewal quote

License and Subscription Fees

Product Description	Quantity	Unit	Price
ATS with Enhanced Candidate Portal	54,534.00	Students	USD 23,748.88
PowerSchool Sourcing	54,534.00	Students	USD 16,624.21
Onboard	54,534.00	Students	USD 23,748.88

License and Subscription Fees : USD 64,121.96

Subscription Start and End Dates shall be as set forth above. The Start Date may be delayed based upon the date that PowerSchool receives this executed quote or Customer's purchase order if one is needed. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or executed agreement between the parties (e.g., services billed on time and material basis will be invoiced when such services are incurred).

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

If Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used within such twelve (12) month period will be forfeited.

This quote incorporates any statement of work attached hereto. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_2024

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term of this quote, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC	Manatee County School District
Signature:	Signature:
Printed Name: Jon Scrimshaw	Printed Name:
Title: Chief Accounting Officer	Title:
Date: 19-MAR-2026	Date:

*****Sales Quote - This Is Not an Invoice*****

Statement of Work

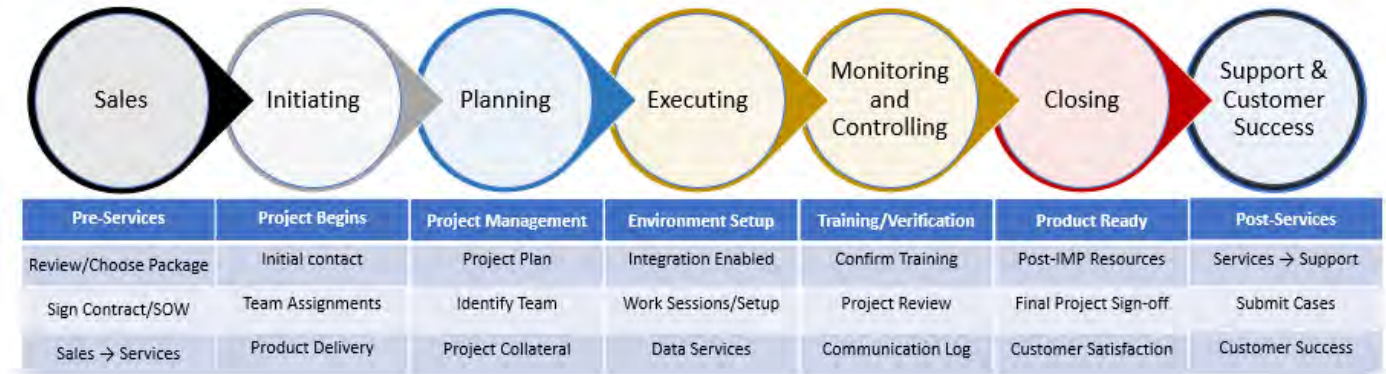
Purpose of Document

The purpose of this Statement of Work ("SOW") between PowerSchool Group LLC ("PowerSchool") and Customer ("You", "Your") is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



Pre-Services	Project Begins	Project Management	Environment Setup	Training/Verification	Product Ready	Post-Services
Review/Choose Package	Initial contact	Project Plan	Integration Enabled	Confirm Training	Post-IMP Resources	Services → Support
Sign Contract/SOW	Team Assignments	Identify Team	Work Sessions/Setup	Project Review	Final Project Sign-off	Submit Cases
Sales → Services	Product Delivery	Project Collateral	Data Services	Communication Log	Customer Satisfaction	Customer Success

General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected (if needed).
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. "Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee's request."
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the "Customer Responsibilities" included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer's behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

Deliverables Acceptance Procedure

Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

Project Change Control and Escalation Procedure

Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the project

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – pmoleadership@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

Sourcing Statement of Work

Initiating (Pre-requisites before Planning)

PowerSchool Responsibilities

- Deploy the Sourcing Tool
- Provide login credentials
- Send welcome email with the project Statement of Work

Customer Responsibilities

- Login to Sourcing

Completion Criteria

This activity will be considered complete when:

- Customer successfully logs in to Sourcing

Planning

PowerSchool Responsibilities

- Schedule and conduct an introduction meeting
- Review the deliverables in the SOW
-

Customer Responsibilities

- Attend introduction meeting and all subsequent meetings and training required

Completion Criteria

This activity will be considered complete when:

- The introduction meeting is completed

Executing

PowerSchool Responsibilities

- Train project stakeholders to configure the following **System Settings**:
  - Setup Projects
  - Job Creation
  - Using Filters
  - Using and Reviewing the Pipeline
  - Applicant Status (Contacted, Shortlisted, Applied)
  - Applicant Invitations

Customer Responsibilities

- System Configuration
  - Complete configuration tasks (including, but not limited to, the list above)
  - Customer completes the System Configuration Sign-off

Sourcing Statement of Work

Completion Criteria

This activity will be considered complete when:

- The system has been configured
- Customer completes the System Configuration Sign-off

Closing

PowerSchool Responsibilities

- Review and finalize any remaining project deliverables
- Introduce customer to support contact methods and PowerSchool Community
- Submit Services to Support Survey
- Provide final project sign-off to customer

Customer Responsibilities

- Review completed project deliverables
- Understand that that PowerSchool Technical Support will become the primary contact
- Complete final project sign-off
- Complete the Customer Satisfaction Survey

Completion Criteria

This activity will be considered complete when:

- Customer completes final project sign-off

Application Tracking Comprehensive

Initiation

PowerSchool Activities

- Deploy Applicant Tracking and Provide Login Credentials
- Send Welcome Email with Statement of Work
- Conduct a Product Introduction Session
- Conduct a Kick-off Session
- Notify a mutually agreed-upon milestone schedule
- Notify of milestone completion

Customer Activities

- Participate in Production Introduction Session
- Prepare scheduling information such blackouts dates, school calendar, etc.
- Participate in Kick-off Session
- Access solution
- Review Statement of Work
- Prepare district and school information based on the Discovery Pre-Work

Completion Criteria

Deliverables	Description	PowerSchool	Customer
Deploy Site	Create Site and Provide Credentials	Responsible	Informed
Product Introduction	Product overview and discovery pre-work discussion	Responsible	Informed
Schedule	Mutually agreed-upon milestone durations	Responsible	Consulted

Discovery

PowerSchool Activities

- Conduct (1) discovery session
- Notify the mutually agreed-upon discovery document(s)
- Deliver the mutually agreed-upon discovery document(s)
- Notify of milestone completion

Customer Activities

- Participate in discovery session
- Designate up to three (3) technical contacts who can reach out to support on behalf of the customer
- Review Discovery Document

Completion Criteria

Deliverables	Description	PowerSchool	Customer
Discovery Document(s)	Discovery Questionnaire	Responsible	Consulted
Project Status	Progress session and report per milestone	Responsible	Informed

Configuration

PowerSchool Activities

- Configure solution based on discovery document(s)
- Deliver Quality Assurance Report
- Conduct Project Status meeting
- Provide Project Status report
- Notify of milestone completion

Customer Activities

- Respond to any inquiries from the PowerSchool team during configuration
- Review Quality Assurance Report
- Test the setup of Authentication Services and AppSwitcher
- Attend Project Status meeting
- Review Project Status report

Completion Criteria

Deliverables	Description	PowerSchool	Customer
System Configuration	Global settings based on discovery document(s) • Max of 3 Custom Applications • Max of 10 Custom Forms • Max of 15 Job Templates • Max of 2 Job Offer Templates • Candidate Portal Configuration	Responsible	Consulted
Security Configuration	Initial best practice groups and roles based on discovery document(s)	Consulted	Responsible
Authentication Services	Configure Single Sign-On (SSO) using OIDC authentication for the PowerSchool Talent Products	Responsible	Consulted
App Switcher	Enable AppSwitcher for use with more than one of the Talent Applications. (Applicant Tracking, Records and Perform)	Responsible	Informed
Quality Assurance Report	Internal PowerSchool quality assurance checklist	Responsible	Consulted
Project Status	Progress session and report per milestone	Responsible	Consulted

Testing

PowerSchool Activities

- Conduct up to two (2) User Acceptance Testing sessions
- Remediate configuration if required
- Conduct Project Status meeting
- Provide Project Status report
- Conduct Support Turnover meeting

- Complete the Services to Support handoff documentation
- Notify of milestone completion

Customer Activities

- Perform final testing of the live solution to ensure all previously requested elements are in place and ready for launch
- Communicate all configuration issues within five (5) business days post the final user acceptance testing session
    - Issues are considered errors in the configuration based on the discovery document(s)
    - Anything identified outside of the discovery document(s) will require a Project Change Request and/or additional services quote
- Attend Project Status meeting
- Review Project Status report
- Attend Go Live/Launch Review meeting

Completion Criteria

Deliverables	Description	PowerSchool	Customer
User Acceptance Testing Documentation	A document available to the customer to assist in User Acceptance Testing	Consulted	Responsible
Project Status	Progress session and report per milestone	Responsible	Informed
Support Turnover	Session and documentation to prepare for PowerSchool Support engagement	Responsible	Informed

Phase II - Onboarding

Training

PowerSchool Activities

- Provide System Administrator Training Sessions
- Provide Hiring Manager Training Session(s) based on quoted services

Customer Activities

- Register for PowerSchool Community
- Participate in instructor-led training session(s) based on quoted services
- For remote exclusive
    - Review training options and schedule
    - Schedule training
    - Provide up to twenty (20) participants list to the trainer
    - Participate in instructor-led training session(s) based on quoted services
    - agenda
    - Submit payment for travel expenses unless otherwise agreed

Completion Criteria

Deliverables	Description	PowerSchool	Customer
Training	Instructor-led session(s) and training material	Responsible	Consulted

Consultation

PowerSchool Activities

- Provide “menu” of consultation topics
- Schedule post-live consultation sessions

Customer Activities

- Select consultation topics
- Schedule consultation sessions
- Participate in consultation sessions

Completion Criteria

Deliverables	Description	PowerSchool	Customer
Consultation Menu	A list of potential topics for the customer to choose from	Responsible	Consulted

Implementation Assumptions

- Customer is ultimately accountable for any and all compliance related configuration and/or data elements, and PowerSchool is not responsible for compliance reporting activities
- Customer is accountable for data quality, and PowerSchool is not responsible for data formatting and cleansing activities
- Customer is accountable and responsible for security roles and groups configuration and assignment

Onboard Advance Statement of Work

Initiating (Pre-requisites before Planning)

PowerSchool Responsibilities

- Send Welcome Email with Statement of Work
- Identify PowerSchool Project Team
  - Project Manager
  - Implementation Specialist(s)
- Send Customer access to the following:
  - Project Plan

Customer Responsibilities

- Identify Customer Project Team
  - Project Manager
  - Subject Matter Expert(s)
- Review Statement of Work

Completion Criteria

This activity will be considered complete when:

- Customer signs off Statement of Work

Planning

PowerSchool Responsibilities

- Schedule and conduct a kick-off meeting
  - Advance Model is one hundred and twenty (120) calendar days from the date of the kick-off meeting
- Provide introduction to the Support site
- Explain the implementation process
- Schedule the PowerSchool implementation and training resources based on project timeline
- Update the Project Plan to include implementation timing and resources
- Schedule regular Status Calls as needed

Customer Responsibilities

- Attend kick-off meeting and all subsequent meetings and training required
- Utilize the online Project Plan and trainings throughout the project to stay up to date
- Plan for training and ensure users attend required training sessions
- Provide Example Forms
- Update the Project Plan to indicate client tasks completed

Released October 2020
Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

Completion Criteria

This activity will be considered complete when:

- The kick-off meeting is completed
- The Project Plan is updated based on discussed timelines
- Example Evaluation Forms have been provided

Authentication Services

As part of these services, PowerSchool will assist the customer to configure Single Sign On (SSO) for the PowerSchool product(s) undergoing implementation under the scope of this statement of work. Additionally, PowerSchool will assist with the enablement of the PowerSchool AppSwitcher for any other live PowerSchool product(s) (i.e. already implemented) where AppSwitcher is supported. This will be a one-time setup for which the PowerSchool implementation team will assist with the setup and configuration of the authentication services for live product(s), and the currently implemented product(s).

PowerSchool Responsibilities

- Update user accounts to ensure matching between systems
- Configure SSO
- Configure AppSwitcher with current and new PowerSchool products

Customer Responsibilities

- Identify and enable the Identity Provider (IDP) for setting up of SSO
- Test the setup of Authentication services and AppSwitcher

Completion Criteria

- Customer signs the final checklist that Authentication Services are complete

Executing

PowerSchool Responsibilities

- Schedule and install the Software
- Provide Security Settings information.

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

- Provide training and best practices on the following System Settings:
    - Data Import Templates
        - Locations
        - Users
        - Job Types
        - Supervisors
    - Creating Custom Forms – including but not limited to:
        - New Hire Documents
        - Benefits Form
        - Action Forms
    - Building Checklists
    - Facilitating Workflows
    - Using System Reports
    - Checklist Dashboard
    - System Notifications
    - Blank Documents
- Build System Content
    - Up to 15 Custom Forms
    - Up to 5 Checklists
    - Form / Process Workflows
    - System Notifications

Customer Responsibilities

- System Configuration
    - Complete configuration tasks (including but not limited to the list above)
    - Review and verify configuration, complete signoff

Completion Criteria

This activity will be considered complete when:

- The system has been installed
- Customer completes System Configuration Signoff

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

Monitoring

PowerSchool Responsibilities

- Schedule and conduct a launch review meeting
- Provide launch documentation

Customer Responsibilities

- Attend all Product Overviews and Training
- Complete end-user testing within the software
- Log and Follow Up on Support Cases as needed
- Report critical issues to your implementation team
- Update the Project Plan to indicate client tasks completed

Completion Criteria

This activity will be considered complete when:

- Customer has attended Product Overviews
- Customer has attended any additional training included in their package
- Customer has completed the launch review meeting

Closing

PowerSchool Responsibilities

- Review and finalize any remaining project deliverables
- Introduce customer to support contact methods
- Submit Services to Support Survey
- Provide final project sign off to customer

Customer Responsibilities

- Review completed project deliverables
- Understand that support will become primary contact for customer
- Complete final project signoff
- Complete Customer Satisfaction Survey

Completion Criteria

This activity will be considered complete when:

- Customer completes final project signoff

Released October 2020
Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

AGENDA ITEM NO. 11.25

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
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, 2026, through June 30, 2027, Not to Exceed $133,000.00 (Incoming NEFEC Reimbursement Funds)

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.

A copy of the Letter of Agreement is attached for review.

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, 2026, through June 30, 2027, not to exceed $133,000.00 (Incoming NEFEC Reimbursement Funds).

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 $133,000.00 for the 2026-2027 school year.

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

Attachments:
Letter of Agreement with Putnam County and NEFEC for FDLRS, Board Date 05.12.2026

LETTER OF AGREEMENT NO. 0750-27-001-75127 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, 2026, through June 30, 2027.

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 learning to support and scale-up existing research-based practices and online Professional Learning Alternatives (PLA) 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 for the FDLRS Administration Project.

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 learning 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, 2027, not to exceed $133,000.

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.

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 (reference I.B.).

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 or that should be paid under this Agreement.

NEFEC agrees to hold harmless, indemnify, and defend MCSD , its agents, servants, employees, in their official and individual capacity, from demand, claim, suit loss, cost, expense or damage which may be asserted, claimed or recovered against or from MCSD, its agents or employees , in their official or individual capacity: by reason of any damage to property or injury or death of any person which arises out of it, is incident to, or in any manner connected with this Agreement. This provision shall survive termination of this agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied. 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.

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 to the other party.

Technical and administrative contacts for this Agreement are:

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

The School District of Manatee County, FL
Dr. Paul Gansemer, Executive Director, ACT
Phone: 941-751-6550 ext. 43206

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: _____

_____
by Phil Leary
Board Chair

Dated: _____

The School District of Manatee County, Florida

_____
by Dr. Laurie Breslin, Superintendent
The School District of Manatee County, Florida

Dated: _____

_____
by Cindy Spray, Chair
School Board of Manatee County, Florida

Dated: _____

North East Florida Educational Consortium

_____
by Dr. Patrick J. Wnek
Executive Director

Dated: _____

AGENDA ITEM NO. 11.26

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Bayshore High School Exterior Column Repairs, Pre-Construction Agreement Between Owner and Reno Building LLC, in the Amount of $174,503.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to enter into an Agreement Between Owner and Reno Building, LLC. This agreement authorizes the Pre-Construction services required to assist in design, budget, and scheduling with the project team for the exterior column repairs at Bayshore High School.

Bayshore High School Project Summary Sheet is attached for reference.
The Construction Manager Agreement is available for review at the Department of Construction Services.

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

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

Recommendation
The Superintendent recommends approval of the Bayshore High School Pre-Construction Agreement Between Owner and Reno Building, LLC, in the amount of $174,503.00 (Capital Funds).

Financial Impact
The Construction Management fee for Pre-construction services is not to exceed $174,503.00 and is included in the total budget requirement of $3,000,000.00. A Guaranteed Maximum Amount (GMP) proposal will be completed after the construction documents are developed **(Capital Funds).**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Bayshore HS Columns Project Summary Sheet
Bayshore HS Columns Contract Summary
Bayshore HS Columns Exhibit A-E.

Project Name: Bayshore High School Column Repairs

PROJECT DIRECTOR: Jeffery Medwetz
Project Assistant: Lauri Menard
ARCHITECT/ENGINEER: Long & Associates Architects/Engineers, Inc. Currently on the District's Continuing Contracts
CONSTRUCTION MANAGER: Reno Building, LLC dba Reno Boyd Building Co. Currently on the District's Continuing Contracts
BUILDING OFFICIAL: TBD Currently on the District's Continuing Contracts

PROJECT BUDGET: $3,000,000.00

HISTORY: Bayshore High School was constructed in 1997 and currently plumbing, mechanical, electrical, and ancillary structural renovations are required due to systems have reached or exceeding their useful lifecycle.

SCOPE: Engineering reports indicate all structural pipe columns campus wide require attention and several galvanized pipe columns have deteriorated and seperated from the base plates. Structural Engineers recommendation requires several columns to shored and the remainder to be evaluated and rated for repair or replacement.

INCLUDED IN 5-YEAR WORK PLAN: Yes or No

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Agreement:	$ 23,650.00	October 2, 2025	N/A	Professional Engineering Services
Additional Service Agreement:	$ 55,743.00	March 5, 2026	N/A	Professional Engineering Services
TOTAL	$ 79,393.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Pre Construction	$ 174,503.00	May 12, 2026	Pending	Pre Construction
TOTAL	$ 174,503.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:				
TOTAL	$ -			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:				
Agreement:				
TOTAL	$ -			

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
CONTRACT SUMMARY

Project and Location:

Bayshore High School Column Repairs, 5401 34th Street West, Bradenton, Manatee County, Florida

Total Project Budget:

Design Services	$	**90,000.00**
Construction Services	$	**2,790,000.00**
Owner Services	$	**120,000.00**
FF&E Technology	$	**0**
Total Project Budget	$	**3,000,000.00**

Project Schedule:

Date of Anticipated Notice to Proceed	TBD
Date of Substantial Completion	TBD
Date of Final Completion	TBD

Architect/Engineer ("AE")

Long & Associates Architects/Engineers, Inc.,
4525 S. Manhattan Ave,
Tampa, Fl 33511
813-839-0506

Construction Manager ("CM")

Reno Building, LLC dba Reno Boyd Building Co.,
501 S. Boulevard,
Tampa, 33606
727-323-2693

Section 1.4, Paragraph 1.4.3 Owner Construction Services Budget

Construction Costs	$ TBD @ GMP Approval
General Conditions	$ TBD @ GMP Approval
Overhead and Profit (CM Fee)	$ TBD @ GMP Approval
Preconstruction	$ **174,503.00**
Unforeseen Conditions	$ TBD @ GMP Approval
Bond	$ TBD @ GMP Approval
TOTAL	**$ 174,503.00**

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 TBD% @ GMP Approval of wages and TBD% @ GMP Approval 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 TBD% @ GMP Approval amount or the invoice amount and General Liability insurance will be charged at the rate of TBD% @ GMP Approval amount or the invoice amount)

Paragraph 6.3.1.11: Preconstruction Costs in the amount o**f 0.35%**

Paragraph 6.3.1.12: Costs associated with the Investigative Report in the total amount of **$0.00** will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

Paragraph 6.3.1.13: Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1: Safety Awards (TBD% @ GMP Approval)

Article 16: Special Provisions

Paragraph 16.2.1 Employment Eligibility Verification ("E-Verify"): - E-Verify Number: **2210261**

Exhibits

Exhibits "A" through "F" are attached for reference.

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____
Owner: School District of Manatee County
Department of Construction Services
Project Director: _____
Architect: _____

Date: _____
Request #: _____
Period ending: _____

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
Andrew Antoni	Senior Estimator	100% During Preconstruction
Trevor Horton	Director of Operations	33% During Preconstruction
Garrett Walraven	General Superintendent	66% During Preconstruction
Travis Smith	Superintendent	66% During Preconstruction
Sommer Lambert	Cost Accountant	6% During Preconstruction

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: **Bayshore High School Column Repairs**

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SDMC Project Director	Jeffery Medwetz
SDMC Project Assistant	Lauri Menard
Architect	Long & Associates Architects/Engineers, Inc.
Civil Engineer	n/a
Structural Engineer	Long & Associates Architects/Engineers, Inc.
Mechanical Engineer	n/a
Electrical Engineer	n/a
Construction Manager	Reno Building, LLC dba Reno Boyd Building Co.
SDMC Instructional Member	Scott Cooper
SAC Member	n/a

EXHIBIT E

PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) REPORT FORMAT

The purpose of this report is to share high level project information with the Owner. CM will provide one (1) hard copy and one (1) electronic copy of the PMIS with each application for payment.

1. Cover Sheet

   - Project Name
   - Construction Team
   - Date of Report

2. Executive Summary

   - Brief Project Description
   - Summary of Status of Job

3. Contract Cost Status

   - Contract Amendments and Change Orders
   - Direct Material Purchasing Status/Sales Tax Savings
   - Unforeseen Conditions Fund (Expenditures and Balance)
   - Allowances (Expenditures and Balance)

4. Project Schedule

   - Updated Progress Schedule

5. Critical Issues

   - Any Project items requiring prompt attention or action

6. Subcontractor/Vendor Listing

   - Subcontract Commitment Status

7. Progress Photographs

   - Aerial photos
   - Other Photos include dated photographs to provide a visual representation of work in place.

EXHIBIT F

A.Project Description: **Repair or replace corroded steel pipe columns.**

AGENDA ITEM NO. 11.27

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Barbara Harvey K-8 at North River Ranch Addition Agreement Between Owner and Willis Smith Construction Amendment 3 in the Amount of $14,644,809.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and Willis Smith Construction Amendment 3 in the amount of $14,644,809.00. This will increase the Guaranteed Maximum Price (GMP) to $70,021,196.31. The scope of work will provide the construction management services for one (1) two story classroom addition to the existing campus. This addition will accommodate 528 students stations and add 24 classrooms to the existing Barbara Harvey K-8 at North River Ranch campus.

Barbara Harvey K-8 at North River Ranch Project Summary Sheet is attached for reference.

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

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

Recommendation
The Superintendent recommends approval of agreement between Owner and Willis Smith Construction, Amendment 3 in the amount of $14,644,809.00 (Capital Funds).

Financial Impact
The amount of Amendment 3 is $14,644,809.00. The revised Guaranteed Maximum Price (GMP), including Amendment 3 is $70,021,196.31 and is included in the total project budget requirement of $95,875,000.00 **(Capital Funds).**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Barbara Harvey K-8@N River Ranch Project Summary Sheet
Barbara Harvey K-8 at N River Ranch Amendment 3

Barbara A. Harvey K-8 at North River Ranch

PROJECT DIRECTOR: Michelle Begue

ARCHITECT/ENGINEER:	PBK Architects	Currently on the District's continuing contracts list.
CONSTRUCTION MANAGER:	Willis A. Smith Construction	Selected through the Request for Qualifications
BUILDING OFFICIAL:	Bureau Veritas North America, Inc.	Currently on the District's continuing contracts list.

PROJECT BUDGET:	$ 95,875,000.00	(August 26, 2025) Revised Project Budget
	$ 75,500,000.00	(June 2, 2023, Board Workshop) Original Project Budget

SUBTANTIAL COMPLETION:	6/1/2026	Amend 1 AE (8/26/2025)
	6/30/2025	Amend 1 CM (1/30/2024)
		Amend 2 CM (1/20/2026)
	7/31/2025	Substantial Completion (12/9/25)
	7/7/2027	Substantial Completion -Addition 5/12/26

HISTORY: A new school is needed to serve 4 - 8 grade students in north/east county, as there is significate growth in the area. The new school will be constructed on a greenfield in North Manatee county on a 30 acre site located within the North River Ranch planned development located west of Fort Hamer Road and north of proposed Road FF.

SCOPE: Construction of a two (2) story brick veneer Building containing 1,268 student stations and all improvements required for a dynamic, state-of-art learning environment for grades six through eight. The Addition is for one (1) two story classroom addition adding 24 classrooms to the exsisting campus to accommodate an additional 528 student stations.

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	May 24, 2023	Approved	FS 1013.45.4 Prototype
Agreement:	$ 3,127,162.00	July 25, 2023	Approved	Architectural/Engineering Services
Amend #1:	$ 749,825.00	August 26, 2025	Approved	Architectural/Engineering Services - Classroom Addition
TOTAL	**$ 3,876,987.00**			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	July 25,2023	Approved	Selection Process
Agreement:	$ 227,500.00	July 25,2023	Approved	Pre-Construction Services
Amend #1:	$ 68,543,040.26	January 30, 2024	Approved	Guaranteed Maximum Price
CO 1:	$ (6,377,822.03)	July 23, 2024	Approved	DMP Materials
CO 2:	$ (6,005,899.48)	January 21, 2025	Approved	DMP Materials
CO 3:	$ (1,277,635.11)	May 28, 2025	Not Required	DMP Materials
CO 4:	$ 136,261.69	October 28,2025	Approved	DMP Materials Reconciliation
Substantial Completion	$ -	December 9,2025	Approved	Substantial Completion Main Building 7/31/25
Amend #2:	$ 52,430.00	January 20, 2026	Approved	Precon Services Addition
CO 5:	$ 78,511.98	February 10,2026	Approved	DMP Materials Reconciliation
Amend #3:	$ 14,644,809.00	May 12,2026	Pending	Guranteed Maximum Price
TOTAL	**$ 70,021,196.31**			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	318,500.00	December 12, 2023	Approved	Plans Review, Permitting & Inspection Svcs
Amend #1	16,500.00	January 21, 2025	Approved	Amendment to BO Agreement - Fire Plan Review
Agreement	4,300.00	December 9, 2025	Not required	Geotechnical Services
TOTAL	**339,300.00**			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	66,300.00	June 25, 2024	Approved	Mechanical, Electrical and Plumbing Commissioning
TOTAL	**66,300.00**			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN OWNER & CONSTRUCTION MANAGER

Amendment #: 3 **Amendment Date:** 5/12/26

This form is to be used for any revision to the established Agreement Between Owner & Construction Manager.

Project Name: Barbara Harvey K-8 at North River Ranch
Construction Manager: Willis A. Smith Construction, Inc.
Construction Manager Address: 5001 Lakewood Ranch Blvd, Sarasota, FL 34240

The work is as follows: Provide construction management services for one (1) two story classroom addition to the existing campus. This addition will accommodate 528 student stations and add 24 classrooms to the Barbara Harvey K-8 at North River Ranch.

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: 14 months

Date of Substantial Completion including this amendment: July 7, 2027

Amount of Amendment:	$14,644,809.00
Previous Amount:	$55,376,387.31
New Total Amount of GMP:	$70,021,196.31

CONSTRUCTION MANAGER:

By: _____ By: _____

Name/Title: Nathan Carr Vice President Name/Title: Dawn M. Laidlaw / Corp. Secretary

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: _____

AGENDA ITEM NO. 11.28

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Lake Manatee K-8 Building #2 Classroom Addition Amendment 4 Agreement Between Owner and NDC Construction Company Amended Completion Dates (No Financial Impact)

Executive Summary
The purpose of the requested action is to approve Amendment 4 to the Construction Manager agreement between owner and NDC Construction Company which revises the project's substantial completion date of December 31, 2026.

Lake Manatee K-8 Project Summary Sheet is attached for reference.

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

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

Recommendation
The Superintendent recommends approval of Lake Manatee K-8 Building #2 Amendment 4 Agreement between Owner and NDC Construction Company amended completion date (No financial impact).

Financial Impact
No financial Impact.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Lake Manatee K-8 Project Summary Sheet
Lake Manatee K8 Amendment #4

LAKE MANATEE K-8

PROJECT DIRECTOR: Michelle Begue

ARCHITECT/ENGINEER:	HKS Architects, Inc.	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	NDC Construction Company	Selected through the Professional Services Selection process
BUILDING OFFICIAL:	Bureau Veritas North America, Inc.	Currently on the District's continuing contracts list.

PROJECT BUDGET:

$	123,109,281.00	(8/26/25) Revised Project Budget - Addition
$	105,609,281.00	(2/12/2024) Revised Project Budget
$	96,949,440.00	(7/25/23) Original Project Budget

SUBSTANTIAL COMPLETION:

8/31/2025	Amend 1 Partial GMP Phase 1 (3/19/2024)
8/31/2025	Amend 2 Final GMP - Phase 1 (5/14/2024)
2/27/2026	Amend 2 Final GMP-Phase II (05/14/2024)
8/31/2026	Amend 3 GMP (10/7/2025)
12/31/2026	Amend 4 Substantial Completion Revised (May 12, 2026)

HISTORY: A new elementary/middle school is needed to service students in east county, as there is significant growth in the area. This new school will alleviate capacity issues at Gullett Elementary and Mona Jain Middle Schools.

SCOPE: Construct a new K8 school containing 1,692 student stations on a 40 acres site located in East Manatee County. Addition of a two (2) story classroom building consisting of 18 classrooms to accomate an additional 304 additional

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	May 23, 2023	Approved	Selection Process
Agreement:	$ 4,598,600.00	July 25, 2023	Approved	Architectural/Engineering Services
Amendment 1:	$ 791,280.00	August 26, 2025	Approved	Architectural/Engineering Services - Classroom Addition
TOTAL	**$5,389,880.00**			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	May 23, 2023	Approved	Section Process
Agreement:	$ 288,540.00	July 25, 2023	Approved	Pre-Construction
Amendment 1:	$ 10,705,085.00	March 19, 2024	Approved	Partial Guaranteed Maximum Price
Amendment 2:	$ 84,475,772.68	May 14, 2024	Approved	Final Guaranteed Maximum Price
CO 1:	$ (18,035,489.00)	January 21, 2025	Approved	DMP Materials
Partial Substantial Completion:	$0	September 16, 2025	Approved	Partial Substantial Completion -Phase 1 8/8/2025
Amendment 3:	$ 14,510,530.39	October 7, 2025	Approved	Guaranteed Maximum Price
CO2:	$ (1,216,866.69)	January 20, 2026	Approved	DMP Materials
Partial Substantial Completion:	$0	April 7, 2026	Approved	Partial Substantial Completion - Phase 2 2/18/2026
Amendment 4:	$0	May 12, 2026	Pending	Amend Completion Date
TOTAL	**$ 90,727,572.38**			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 323,500.00	December 12, 2023	Approved	Plans Review, Permitting & Inspection Svcs
Amendment 1:	$ 26,200.00	January 21, 2025	Approved	Amendment to BO Agreement - Fire Plan Review
TOTAL	**$ 349,700.00**			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Easements:	$0	Date		
Owner Services:	$ 60,000.00	April 23, 2024	Approved	Professional Services Agreement
Owner Services:	$ 68,600.00	June 25, 2024	Approved	Mechanical, Electrical and Plumbing Commissioning
Interlocal Agrmts:	$0			
TOTAL	**$ 128,600.00**			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN OWNER & CONSTRUCTION MANAGER

Amendment #: 04 **Amendment Date:** 05/12/2026

This form is to be used for any revision to the established Agreement Between Owner & Construction Manager.

Project Name: Lake Manatee K-8
Construction Manager: NOC Construction Company
Construction Manager Address: 1001 Third Avenue West, Suite 600
Bradenton. Florida 34205

The work is as follows: The original substantial completion milestone for the Building #2 classroom addition has been restructured per district request.

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)** (deereased) (1,uwhanged) By: Four (4) Months

Date of Substantial Completion including this amendment: December 2026

Amount ofAmendment: $ 0.00
Previous Amount: $ 90.727.572.38
New Total Amount ofGMP: $ 90.727.572.38

CONSTRUCTION MANAGER:

By: _____

Name/Title: BRADDO FETZEK, VP

As Witnessed: _____

B _____

Name/Title: _____

ND c., c.ans±ruc1Nn CJrt1f004
(Name ofCorporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____ Director

_____ Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

AGENDA ITEM NO. 11.29

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Oneco Elementary School Addition and Renovation Substantial Completion and Certificate of Completion Building 4 (No Financial Impact)

Executive Summary
The purpose of the requested action is to authorize the School Board Chairman to execute Certificate of Substantial Completion and Certificate of Completion for Building 4 for Oneco Elementary School Addition and Renovation.
The certificate for Building 4 has been established by the Project Architect, Building Official, Construction Manager, and Department of Construction Services as of October 31, 2025.
Substantial Completion is defined as the facility that has been sufficiently completed so that it can be utilized for its intended purpose. Substantial Completion Certificate requires Board approval. There is no fiscal impact or additional budget requirement for the Board to acknowledge that the project is Substantially Complete.
Oneco Elementary School Addition and Renovation Project Summary Sheet is attached for reference.

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

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

Recommendation
The Superintendent recommends approval of Oneco Elementary School, Addition and Renovation Substantial Completion and Certificate of Completion, Building 4 (No Financial Impact).

Financial Impact
No financial impact.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Oneco ES Addition and Renovation Project Summary Sheet
Oneco ES Substantial Completion form Bldg. 4
Oneco ES Add and Reno Building 4 Certificate of Completion

ONECO ELEMENTARY SCHOOL ADDITION AND RENOVATION PROJECT

PROJECT DIRECTOR: Jeff Medwetz
PROJECT ASSISTANT: Tina Lundy

ARCHITECT/ENGINEER:	Zyscovich, LLC.	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	Charles Perry Partners, Inc.	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	Universal Engineering Science/GFA	Currently on the District's Continuing Contracts List

PROJECT BUDGET:	$ 39,514,846.00	(12/12/2023) COPS Funding Relocation
	$ 34,150,000.00	(7/27/2022) Revised Project Budget
	$ 28,300,000.00	(8/26/2021) Original Project Budget

	7/31/2026	Amendment 3 GMP (11/10/25)
	3/10/2026	Amendment 2 GMP (12/13/2023)
SUBSTANTIAL COMPLETION:	12/17/2024	Substantial Completion - Bldg 2 (3/11/2025)
	1/3/2025	Substantial Completion - Bldg 5 (3/11/2025)
	3/10/2025	Substantial Completion - Bldg 3 (4/29/2025)
	10/28/2025	Substantial Completion - Bldg 1 (7/18/2025)
	10/28/2025	Substantial Completion - Bldg 6 (8/20/2025)
	10/31/2025	Substantial Completion - Bldg 4 (May 12, 2026)
	11/20/2025	Substantial Completion - Bldg 9 and 10 (May 12, 2026)

HISTORY: Oneco Elementary School was reconstructed and added to in 1994 (Buildings 1,2,3,4,6,8,9,10 and 11). In 1995, Building 5 was built. In 1998, modifications were made to the mechanical systems. In 2002, minor modifications were made to the storm water management systems. In 2016, the demolition of Building 5 was replaced by new metal portables for the projected enrollment. In 2018, renovations were made to the administration/reception office for improved campus entry.

SCOPE: The scope of work includes but is not limited to the complete renovation of the existing facility; demolition of two minor non-student station-capacity buildings; building addition for administration and media center; replacement of mechanical systems and associated piping; improvements to plumbing systems and associated piping; improvements to building envelope including window and door systems; improvement of technology infrastructure; enhancement of campus safety; replacement of Life Safety Systems including fire alarm; improvement of site drainage; and improvement of on-site traffic queuing. Installation of exterior kitchen walk-in cooler and freezer units, the interior renovation of a new dry storage area, and installation of new convection ovens and steamer equipment.

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	-	February 22, 2022	Approved	Selection Process
Agreement:	$ 1,678,768.00	July 26, 2022	Approved	Architectural / Engineering Services
Amendment 1:	$ 53,146.00	April 23, 2025	Not Required	Add'l Architectural / Engineering Services
TOTAL	$ 1,731,914.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	-	February 22, 2022	Approved	Selection Process
Agreement:	$ 72,800.00	July 26, 2022	Approved	Pre-Construction Services
Amendment 1:	$ 6,719,944.00	September 12, 2023	Approved	Add'l Pre-Con Services - Early Material Procurement
Amendment 2:	$ 27,944,558.00	December 12, 2023	Approved	Guaranteed Maximum Price
Substantial Completion:	$ -	March 11, 2025	Approved	Substantial Completion - December 17, 2024 - Building 2
Substantial Completion:	$ -	March 11, 2025	Approved	Substantial Completion - January 3, 2025 - Building 5
Substantial Completion:	$ -	April 29, 2025	Approved	Substantial Completion - March 10, 2025 - Building 3
Substantial Completion:	$ -	October 7, 2025	Approved	Substantial Completion- July 18,2025 - Building 1
Substantial Completion:	$ -	October 7 ,2025	Approved	Substantial Completion-August 20,2025 - Building 6
Change Order 1:	$ (4,474,656.36)	October 28, 2025	Approved	Deduct Direct Materials Pruchased
Amendment 3:	$ 685,028.85	November 10, 2025	Approved	GMP - Cooler Replacement
Substantial Completion:	$ -	May 12, 2026	Pending	Substantial Completion - 10/31/2025 - Building 4
Substantial Completion:	$ -	May 12, 2026	Pending	Substantial Completion - 11/20/2025 - Building 9 and 10
TOTAL	$ 30,947,674.49			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	-	May 25, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 196,100.00	March 28, 2023	Approved	Plans Rv, Permitting & Inspection Svcs
TOTAL	$ 196,100.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ 67,500.00	December 12, 2023	Approved	Mechanical, Electrical and Plumbing Commissioning
TOTAL	$ 67,500.00			

SUBSTANTIAL COMPLETION

Project: Oneco Elementary School – Renovation
Location: 5214 22nd St Ct E
Bradenton FL 34203

Project Number: 250

Contract Date: 7/27/22

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

AE: Zyscovich, LLC
4010 West Boy Scout Blvd Ste 750
Tampa FL 33607

CM: Charles Perry Partners, Inc.
8200 NW 15th Pl
Gainesville, FL 32606

Date of Issuance: 10/31/25

Project or Designated Portion shall include:

Oneco Elementary School - Building 4

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as:

10/31/2025

which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below:

Building 4 Only

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Stratus		11/20/2025
ARCHITECTURAL FIRM	BY	DATE

The Contractor will complete or correct the Work on the list of items attached hereto within (90) Ninety days from the above date of Substantial Completion.

Charles Perry Partners, Inc.	Christopher Platis	11/20/2025
CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 5:00pm (time) on 10/31/2025 (date).

SCHOOL BOARD OF MANATEE COUNTY		
OWNER	BY	DATE

The CM shall provide security, maintenance, utilities, repairs to damage to the Work and insurance until completion of the attached punchlist(s). If there are no punchlist(s) attached, the Owner will assume these items at the SC date.

Certificate of Completion

Date: 10/31/2025

1. **BUILDING PERMIT NO:** B11022023-4

2. **ADDRESS:** 5214 22nd St. Ct East Bradenton, Fl34203

3. **Owner/Owner Agent:** School District of Manatee County

4. **Specific Area of Building for this Certificate:** n/a

5. **Described portion of the structure that has been inspected for compliance and the use for which the proposed occupancy is classified:** Building 4

6. **Building and Structures in flood hazard areas: Documentation of the as-built lowest floor elevation has been provided and retained in the records of authority having jurisdiction:** n/a

7. **Building Official:** Gregory Yantorno BU1214

8. **Code edition under which permit was issued:** 2020 FBC

9. **Use & Occupancy, in accordance with Chapter 3:** E

10. **Type of Construction, defined in Chapter 6:** IIB

11. **Occupant Load:** 114

12. **If an Automatic Sprinkler System is provided, whether the sprinkler is required:**

Yes

13. **Special stipulations & conditions of the permit:** n/a

BY:

Gregory Yantorno

PRINTED NAME

SIGNATURE

AGENDA ITEM NO. 11.30

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Oneco Elementary School Addition and Renovation Substantial Completion Building 9 and 10 Certificate of Occupancy Building 9 and Certificate of Completion Building 10 (No Financial Impact)

Executive Summary
The purpose of the requested action is to authorize the School Board Chairman to execute a Certificate of Substantial Completion for Oneco Elementary School Addition and Renovation Building 9 and 10, Certificate of Occupancy for Building 9, and Certificate of Completion for Building 10.
Substantial Completion Building 9 and 10 has been established by the Project Architect, Building Official, Construction Manager, and Department of Construction Services as of November 20, 2025.
Substantial Completion is defined as the facility that has been sufficiently completed so that it can be utilized for its intended purpose. Substantial Completion requires Board Approval. There is no fiscal impact or additional budget requirement for the Board to acknowledge that the project is Substantially Complete.
Oneco Elementary School Addition and Renovation Project Summary Sheet is attached for reference.

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

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

Recommendation
The Superintendent recommends approval of Oneco Elementary School - Addition and Renovation - Substantial Completion - Building 9 and 10, Certificate of Occupancy - Building 9, and Certificate of Completion-Building 10 (No financial Impact).

Financial Impact
No financial impact.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Oneco ES Addition and Renovation Project Summary Sheet
Substantial Completion form Bldg. 9 and 10
Oneco ES Add and Reno Building 9 Certificate of Occupancy
Oneco ES Add and Reno Building 10 Certificate of Completion

ONECO ELEMENTARY SCHOOL ADDITION AND RENOVATION PROJECT

PROJECT DIRECTOR: Jeff Medwetz
PROJECT ASSISTANT: Tina Lundy

ARCHITECT/ENGINEER:	Zyscovich, LLC.	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	Charles Perry Partners, Inc.	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	Universal Engineering Science/GFA	Currently on the District's Continuing Contracts List

PROJECT BUDGET:	$ 39,514,846.00	(12/12/2023) COPS Funding Relocation
	$ 34,150,000.00	(7/27/2022) Revised Project Budget
	$ 28,300,000.00	(8/26/2021) Original Project Budget

	7/31/2026	Amendment 3 GMP (11/10/25)
	3/10/2026	Amendment 2 GMP (12/13/2023)
SUBSTANTIAL COMPLETION:	12/17/2024	Substantial Completion - Bldg 2 (3/11/2025)
	1/3/2025	Substantial Completion - Bldg 5 (3/11/2025)
	3/10/2025	Substantial Completion - Bldg 3 (4/29/2025)
	10/28/2025	Substantial Completion - Bldg 1 (7/18/2025)
	10/28/2025	Substantial Completion - Bldg 6 (8/20/2025)
	10/31/2025	Substantial Completion - Bldg 4 (May 12, 2026)
	11/20/2025	Substantial Completion - Bldg 9 and 10 (May 12, 2026)

HISTORY: Oneco Elementary School was reconstructed and added to in 1994 (Buildings 1,2,3,4,6,8,9,10 and 11). In 1995, Building 5 was built. In 1998, modifications were made to the mechanical systems. In 2002, minor modifications were made to the storm water management systems. In 2016, the demolition of Building 5 was replaced by new metal portables for the projected enrollment. In 2018, renovations were made to the administration/reception office for improved campus entry.

SCOPE: The scope of work includes but is not limited to the complete renovation of the existing facility; demolition of two minor non-student station-capacity buildings; building addition for administration and media center; replacement of mechanical systems and associated piping; improvements to plumbing systems and associated piping; improvements to building envelope including window and door systems; improvement of technology infrastructure; enhancement of campus safety; replacement of Life Safety Systems including fire alarm; improvement of site drainage; and improvement of on-site traffic queuing. Installation of exterior kitchen walk-in cooler and freezer units, the interior renovation of a new dry storage area, and installation of new convection ovens and steamer equipment.

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	-	February 22, 2022	Approved	Selection Process
Agreement:	$ 1,678,768.00	July 26, 2022	Approved	Architectural / Engineering Services
Amendment 1:	$ 53,146.00	April 23, 2025	Not Required	Add'l Architectural / Engineering Services
TOTAL	$ 1,731,914.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	-	February 22, 2022	Approved	Selection Process
Agreement:	$ 72,800.00	July 26, 2022	Approved	Pre-Construction Services
Amendment 1:	$ 6,719,944.00	September 12, 2023	Approved	Add'l Pre-Con Services - Early Material Procurement
Amendment 2:	$ 27,944,558.00	December 12, 2023	Approved	Guaranteed Maximum Price
Substantial Completion:	$ -	March 11, 2025	Approved	Substantial Completion - December 17, 2024 - Building 2
Substantial Completion:	$ -	March 11, 2025	Approved	Substantial Completion - January 3, 2025 - Building 5
Substantial Completion:	$ -	April 29, 2025	Approved	Substantial Completion - March 10, 2025 - Building 3
Substantial Completion:	$ -	October 7, 2025	Approved	Substantial Completion- July 18,2025 - Building 1
Substantial Completion:	$ -	October 7 ,2025	Approved	Substantial Completion-August 20,2025 - Building 6
Change Order 1:	$ (4,474,656.36)	October 28, 2025	Approved	Deduct Direct Materials Pruchased
Amendment 3:	$ 685,028.85	November 10, 2025	Approved	GMP - Cooler Replacement
Substantial Completion:	$ -	May 12, 2026	Pending	Substantial Completion - 10/31/2025 - Building 4
Substantial Completion:	$ -	May 12, 2026	Pending	Substantial Completion - 11/20/2025 - Building 9 and 10
TOTAL	$ 30,947,674.49			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	-	May 25, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 196,100.00	March 28, 2023	Approved	Plans Rv, Permitting & Inspection Svcs
TOTAL	$ 196,100.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ 67,500.00	December 12, 2023	Approved	Mechanical, Electrical and Plumbing Commissioning
TOTAL	$ 67,500.00			

SUBSTANTIAL COMPLETION

Project: Oneco Elementary School – Renovation
Location: 5214 22nd St Ct E
Bradenton FL 34203

Project Number: 250

Contract Date: 7/27/22

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

AE: Zyscovich, LLC
4010 West Boy Scout Blvd Ste 750
Tampa FL 33607

CM: Charles Perry Partners, Inc.
8200 NW 15th Pl
Gainesville, FL 32606

Date of Issuance: 11/20/25

Project or Designated Portion shall include:

Oneco Elementary School - Buildings 9 and 10

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as:

11/20/2025

which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below:

Buildings 9 and 10 Only

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Stratus		11/20/2025
ARCHITECTURAL FIRM	BY	DATE

The Contractor will complete or correct the Work on the list of items attached hereto within (90) Ninety days from the above date of Substantial Completion.

Charles Perry Partners, Inc.	Christopher Platis	11/20/2025
CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 5:00pm (time) on 11/20/2025 (date).

SCHOOL BOARD OF MANATEE COUNTY		
OWNER	BY	DATE

The CM shall provide security, maintenance, utilities, repairs to damage to the Work and insurance until completion of the attached punchlist(s). If there are no punchlist(s) attached, the Owner will assume these items at the SC date.

Certificate of Occupancy

Date: 12/4/2025

1. **BUILDING PERMIT NO:** B11022023-9
2. **ADDRESS:** 5214 22nd St CT E Bradenton, FL 34203
3. **Owner/Owner Agent:** School District of Manatee County

4. **Specific Area of Building for this Certificate:** Bldg 9

5. **Described portion of the structure that has been inspected for compliance and the use for which the proposed occupancy is classified:** Bldg 9

6. **Building and Structures in flood hazard areas: Documentation of the as-built lowest floor elevation has been provided and retained in the records of authority having jurisdiction:** n/a

7. **Building Official:** Gregory Yantorno BU1214

8. **Code edition under which permit was issued:** 2020 FBC

9. **Use & Occupancy, in accordance with Chapter 3:** Education

10. **Type of Construction, defined in Chapter 6:** IIB

11. **Occupant Load:** 255

12. **If an Automatic Sprinkler System is provided, whether the sprinkler is required:**

Yes

13. **Special stipulations & conditions of the permit:**

None

BY:

Gregory Yantorno
PRINTED NAME

SIGNATURE

Certificate of Completion

Date: 12/4/2025

1. **BUILDING PERMIT NO:** B11022023-10

2. **ADDRESS:** 5214 22nd St. CT E Bradenton, Fl 34203

3. **Owner/Owner Agent:** School District of Manatee County

4. **Specific Area of Building for this Certificate:** Bldg 10

5. **Described portion of the structure that has been inspected for compliance and the use for which the proposed occupancy is classified:** Bldg 10

6. **Building and Structures in flood hazard areas: Documentation of the as-built lowest floor elevation has been provided and retained in the records of authority having jurisdiction:** n/a

7. **Building Official:** Gregory Yantorno BU1214

8. **Code edition under which permit was issued:** 2020 FBC

9. **Use & Occupancy, in accordance with Chapter 3:** Education

10. **Type of Construction, defined in Chapter 6:** IIB

11. **Occupant Load:** 4

12. **If an Automatic Sprinkler System is provided, whether the sprinkler is required:**

Yes

13. **Special stipulations & conditions of the permit:** None

BY:

Gregory Yantorno

PRINTED NAME

SIGNATURE

AGENDA ITEM NO. 11.31

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Rangeland High School Agreement Between Owner and Gilbane Building Company Amendment 2 Increase to the Guaranteed Maximum Price, in the Amount of $20,124,304.62 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Amendment 2 to the Agreement between Owner and Gilbane Building Company, authorizing an increase to the Guaranteed Maximum Price (GMP) for Rangeland High School in the amount of $20,124,304.62. The scope of work will provide construction management services for the additional construction of building #6, a two story classroom building to the original project.

Rangeland High School Project Summary Sheet is attached for reference.

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

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

Recommendation
The Superintendent recommends approval of Agreement between Owner and Gilbane Building Company Amendment 2 Guaranteed Maximum Price (GMP) in the amount of $20,124,304.62 (Capital Funds).

Financial Impact
The amount of Amendment 2 is $20,124,304.62. This increases the Guaranteed Maximum Price (GMP) to a revised total of $140,474,440.09 which is included in the total project budget requirement of $182,499,669.00 (**Capital Funds).**

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
Rangeland High School Summary Sheet
Rangeland High School Amendment 2

Rangeland High School (AAA)

PROJECT DIRECTOR: David Wildes

ARCHITECT/ENGINEER:	Schenkel & Shultz	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	Gilbane Building Company	Selected through the Request for Qualifications Process
BUILDING OFFICIAL:	Bureau Veritas North America, Inc.	Currently on the District's Continuing Contracts List

PROJECT BUDGET:	$	182,499,669.00	(5/12/2026) Revised Project Budget
	$	144,000,000.00	(12/9/25) Revised Project Budget
	$	182,000,000.00	(8/6/25) Original Project Budget
	$	140,000,000.00	(4/8/25) Original Project Budget

SUBSTANTIAL COMPLETION:	July 2027	Site, Gym and Classrooms
	October 2027	Auditorium & Building 6

HISTORY: New Construction

SCOPE: The Rangeland High School (AAA)will be located on 85+/- acres in east Manatee County and will contain 2089 student stations with the ability to expand to 2500 student stations by adding a future classroom building 8 . The new high school design will be a re-use of the Parrish Community High School plan. The amended scope will incorporate a modified re-use of the previously designed and constructed SDMC Parrish Community High School Classroom Building 6. Prior to this action, the facility contained 1170 student stations. Building 6 adds 919 student stations for the new total of 2089.

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$		Date	Board Action	Notes
Auth to Neg:			May 24, 2024	Approved	
Agreement:	$	5,133,220.00	April 8, 2025	Approved	Architectural / Engineering Services
Amendment 1:	$	1,176,648.00	August 26, 2025	Approved	Additional Architectural / Engineering Services
TOTAL	**$**	**6,309,868.00**			

CONSTRUCTION MANAGER

ITEM	$$		Date	Board Action	Notes
Auth to Neg:			May 24, 2024	Approved	
Agreement:	$	522,340.00	August 26, 2025	Approved	Pre-Construction Services
Amendment 1:	$	131,152,717.00	December 9, 2025	Approved	Guaranteed Maximum Price
Change Order 1:	$	(11,324,921.53)	March 11,2026	N/A	DMP Reduction
Amendment 2:	$	20,124,304.62	May 12,2026	Pending	Guaranteed Maximum Price Building 6
TOTAL	**$**	**140,474,440.09**			

BUILDING OFFICIAL

ITEM	$$		Date	Board Action	Notes
Auth to Neg:			May 24, 2024	Approved	
Agreement:		467,250.00	October 28, 2025	Approved	Plans Review, Permitting & Inspection Services
TOTAL		**467,250.00**			

OTHER BOARD WORK

ITEM	$$		Date	Board Action	Notes
Owner Services:	$	58,995.00	July 21, 2025	Non Required	Geotechnical Engineering Services
PS Agreement	$	78,585.10	July 21, 2025	Non Required	Materials testing
PS Agreement	$	158,480.00	May 12,2026	Pending	Commission & services for mechanical and electrical systems
TOTAL	**$**	**296,060.10**			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN OWNER & CONSTRUCTION MANAGER

Amendment #: 2 **Amendment Date:** 5/12/2026

This form is to be used for any revision to the established Agreement Between Owner & Construction Manager.

Project Name: Rangeland HS -Addition
Construction Manager: Gilbane Building Company
Construction Manager Address: 1950 Ringling Blvd, Suite 301 , Sarasota, Fl 34236

The work is as follows: Provide construction management services to add a modified re-use of Parrish Community HS Building 6 to the current scope of work. The addition will accommodate 919 student stations for a revised total of 2089 student stations.
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: 0

Date of Substantial Completion including this amendment: November 19, 2027

Amount of Amendment: $ 20,124,304,62
Previous Amount: $ 120,350,135.47
New Total Amount of GMP: $140,474,440.09

CONSTRUCTION MANAGER:

By: Zack McClary Digitally signed by Zack McClary DN: C=US, E=zmcclary@gilbaneco.com, O=Gilbane Building Company, OU=FLRO, CN=Zack McClary Date: 2026.04.21 14:30:46-04'00'

Name/Title: Zack McClary / Project Executive

By: James Caldwell Digitally signed by James Caldwell DN: C=US, E=jcaldwell@gilbaneco.com, O=Gilbane Building Company, OU=Gilbane Building Company, CN=James Caldwell Date: 2026.04.22 13:04:16-04'00'

Name/Title: James Caldwell / Business Leader

As Witnessed:

_____

_____
(Name of Corporation)

Signed by Brad Gordon Secretary BGordon@GilbaneCo.com 2026.04.23 12:40:02 -04'00'

(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: _____

https://gilbaneco.sharepoint.com/teams/23-0929/Shared Documents/General/Project/Contract Management/Contract with Owner/Change Orders/Amendment 02/New HS AAA Amend 2.docx

AGENDA ITEM NO. 11.32

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Rangeland High School Agreement Between Owner and Affiliated Engineers SE Inc. (AEI), for Professional Engineering Commissioning Services in the Amount of $158,480.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and Affiliated Engineers SE Inc. (AEI) for Rangeland High School project. The scope of work will provide testing, verification, and documentation of the building mechanical and electrical systems in conformance with current industry practices.

Rangeland High School Project Summary Sheet is attached for reference.

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

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

Recommendation
The Superintendent recommends approval of agreement between Owner and Affiliated Engineers SE Inc. (AEI), in the amount of $158,480.00 (Capital Funds).

Financial Impact
Funds for the requested services have been allotted in the Owner service budget in the amount of $158,480.00 and is included in the total project budget requirement of $182,499,669.00 (**Capital Funds).**

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
Rangeland High School Summary Sheet
Rangeland High School AEI Proposal

Rangeland High School (AAA)

PROJECT DIRECTOR: David Wildes

ARCHITECT/ENGINEER:	Schenkel & Shultz	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	Gilbane Building Company	Selected through the Request for Qualifications Process
BUILDING OFFICIAL:	Bureau Veritas North America, Inc.	Currently on the District's Continuing Contracts List

PROJECT BUDGET:	$	182,499,669.00	(5/12/2026) Revised Project Budget
	$	144,000,000.00	(12/9/25) Revised Project Budget
	$	182,000,000.00	(8/6/25) Original Project Budget
	$	140,000,000.00	(4/8/25) Original Project Budget

SUBSTANTIAL COMPLETION:	July 2027	Site, Gym and Classrooms
	October 2027	Auditorium & Building 6

HISTORY: New Construction

SCOPE: The Rangeland High School (AAA)will be located on 85+/- acres in east Manatee County and will contain 2089 student stations with the ability to expand to 2500 student stations by adding a future classroom building 8 . The new high school design will be a re-use of the Parrish Community High School plan. The amended scope will incorporate a modified re-use of the previously designed and constructed SDMC Parrish Community High School Classroom Building 6. Prior to this action, the facility contained 1170 student stations. Building 6 adds 919 student stations for the new total of 2089.

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$		Date	Board Action	Notes
Auth to Neg:			May 24, 2024	Approved	
Agreement:	$	5,133,220.00	April 8, 2025	Approved	Architectural / Engineering Services
Amendment 1:	$	1,176,648.00	August 26, 2025	Approved	Additional Architectural / Engineering Services
TOTAL	**$**	**6,309,868.00**			

CONSTRUCTION MANAGER

ITEM	$$		Date	Board Action	Notes
Auth to Neg:			May 24, 2024	Approved	
Agreement:	$	522,340.00	August 26, 2025	Approved	Pre-Construction Services
Amendment 1:	$	131,152,717.00	December 9, 2025	Approved	Guaranteed Maximum Price
Change Order 1:	$	(11,324,921.53)	March 11,2026	N/A	DMP Reduction
Amendment 2:	$	20,124,304.62	May 12,2026	Pending	Guaranteed Maximum Price Building 6
TOTAL	**$**	**140,474,440.09**			

BUILDING OFFICIAL

ITEM	$$		Date	Board Action	Notes
Auth to Neg:			May 24, 2024	Approved	
Agreement:		467,250.00	October 28, 2025	Approved	Plans Review, Permitting & Inspection Services
TOTAL		**467,250.00**			

OTHER BOARD WORK

ITEM	$$		Date	Board Action	Notes
Owner Services:	$	58,995.00	July 21, 2025	Non Required	Geotechnical Engineering Services
PS Agreement	$	78,585.10	July 21, 2025	Non Required	Materials testing
PS Agreement	$	158,480.00	May 12,2026	Pending	Commission & services for mechanical and electrical systems
TOTAL	**$**	**296,060.10**			

Affiliated Engineers, Inc.
One Harbour Place
777 S. Harbour Island Boulevard
Tampa, FL 33602
Tel: 813-405-3800

April 22, 2026

David Wiles
Manatee Schools

RE: Commissioning Services for SPD

David,

We really appreciate the opportunity. Our proposed services and understanding of the project includes the effort required to perform commissioning services for the project as described in the OPR dated March 5, 2026 (including building 6) and as summarized in the Scope of Work below;

Systems to be Commissioned

1. HVAC
2. Domestic Water
3. Electrical Distribution
4. Lighting
5. Building Automation

Construction Phase

1. Development of the initial Commissioning Plan.
2. Coordination and integration of commissioning activities into the project construction schedule with the assistance of the Builder.
3. Review and comment on submittals for commissioned systems.
4. Develop Pre-Functional Checklists for all equipment and distribution systems related to commissioned systems.
5. Development of Systems Functional Performance Test procedures.
6. Leadership of an onsite “kickoff” meeting to explain, review, and discuss commissioning procedures, roles & responsibilities, purposes, etc., plus participation in coordination meetings during construction to further clarify commissioning procedures.
7. Field observations visits to document the installation of systems.
8. Periodic attendance at construction site meetings, as required, to facilitate the commissioning process.
9. Development of Cx issues database with photographs, observations, and recommendations to manage the resolution of items resulting from field reports.

Acceptance Phase

1. Witness and oversight of Functional Performance Test.
    a. 20% for terminal devices (air terminals, zone lighting, point of use for hot water, etc.)
    b. 100% major equipment (Air Handlers, Exhaust Fans, Duct coils, etc.)
1. Documentation of deficiencies and action items stemming from Functional Performance Tests.
2. Recommendations of systems acceptance or rejection based on Functional Performance Test results.
3. Production and distribution of Draft Commissioning Report at completion of functional testing.
4. Consolidation and turnover to the Owner of all Commissioning-related documents in searchable electronic (PDF) format, including narrative report(s), itemization of products and equipment comprising the systems being commissioned, checklists and field observation reports, FPT results, deficiency log(s), and training-related documents.
5. Review of final contractor training plans, Operation & Maintenance Manuals, Test-And-Balance reports, Indoor Air Quality tests, as-built drawings, finalized products & equipment spreadsheet, and other "closeout" documents related to the systems being commissioned.
6. Working with TAB and Controls contractor, ensure systems are optimized maximum efficiency and effectiveness.
7. Witness and participation in Owner Training provided by the Contractor

Occupancy Phase

1. 10 month warranty visit and/or testing of commissioned building systems prior to end of the warranty period, including but not limited to "off-season" performance tests of the HVAC system.
2. Analysis of building performance parameters – such as HVAC trending data – compared to the and energy baseline and projections.
3. Interviews with Owner's staff, plus reviews of occupant surveys, to confirm proper operation and maintenance and review any concerns and difficulties with systems commissioned.
4. Tracking of issues, discrepancies, and other problems with commissioned building systems through resolution and production of final Cx report.

Compensation

1. We propose to execute the above scope for a lump sum of **$158,480.**
2. Services will be billed according to the following fee schedule:

Description	**Cx Fee**
Construction Phase	$70,590
Acceptance Phase	$87,890
Total Fee and Expenses	**$158,480**

Fee Qualifications

1. Since design is complete, design phase activities are not included in scope.
2. The contractor will demonstrate comprehensive system functionality during the acceptance phase and will provide all tools and instrumentation to check out and functionally test equipment and systems to the satisfaction of the Owner as recommended by AEI Cx.
3. Retesting due to non-conforming work, incomplete work or testing failures requiring additional or extended site visits will result in additional services.
4. AEI Cx will provide technical resources and assist the contractor and A/E in resolving deficiencies to the extent possible. However, the contractor and the A/E are ultimately responsible for reconciling all design and construction issues.
5. Punch-list services are not included in this scope of work.
6. During commissioning of the HVAC controls system, the installing technician(s) and system programming person shall be present to make onsite adjustments.
7. The Contractor will update and integrate functional testing into the project construction schedule as coordinated in the commissioning and construction progress meetings.
8. Commissioning services for any temporary systems or construction is not included.

We look forward to your acceptance of this proposal and are eager to begin our work on this exciting new project. Please contact me if you have any questions regarding this proposal.

Sincerely,

AFFILIATED ENGINEERS, INC.

Michael Watts
Project Manager

AGENDA ITEM NO. 11.33

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Student Meal Price Increase for the School Year 2026-2027 (Food Services Fund)

Executive Summary
Continuing price increases in all expense categories necessitate an increase for the 2026-2027 school year. Examples of cost increases from the 2026 -2027 school year include a 5.7% increase in average hourly labor costs as well as increases for equipment, utilities, employee health benefits, and other services. The USDA reimbursement for "paid" meals increased by only .02 from the 2024-2025 school year to the 2025-2026 school year. The recommendation is to raise lunch prices $.25 per meal at elementary schools and $.15 at secondary schools. Elementary student-paid lunches would now be $3.50, and secondary student-paid lunches would now be $3.75. Secondary students receive additional portions of fruit and vegetables. Adult meal prices will be increased from $3.25 to $3.75 for breakfast and from $4.75 to $5.00 for lunch.

A survey of surrounding districts is attached showing that the School District of Manatee County would be in the range of other districts.

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

Ready For Life | Goal 1
Improve easy access to quality family resources that support student learning

Recommendation
The Superintendent recommends approval of student meal price increase for the school year 2026-2027 (Food Services Fund).

Financial Impact
The financial impact to the Food and Nutrition Services Fund 410 would be an approximate increase of $242,900 in revenue.

Contact
Submitting Department: Food and Nutrition Services
Initiated by: Regina Thoma

Attachments:
2026-2027 Meal Price Comparison

School Year 2025-2026 Meal Price Comparison

	2025-2026				2026-2027 Proposed			
	SDMC	Sarasota	Charlotte	Pasco	SDMC	Sarasota	Charlotte	Pasco
Breakfast	FREE	$2.25	FREE	$1.35 EL $1.50 MI/HI	FREE	TBD	$3.10	$2.05 EL $2.20 MI/HI
Adult	$2.50	$3.50	$3.10	$3.00	$4.75	TBD	$5.00	$3.15
Lunch								
Elementary	$3.25	$3.25	FREE	$2.50	$3.50	TBD	$3.75	$3.55
Middle	$3.60	$3.75	FREE	$3.00	$3.75	TBD	$4.15	$3.55
High	$3.60	$3.75	FREE	$3.25	$3.75	TBD	$4.15	$4.15
Adult	$4.75	$5.50	$5.00	$5.00	$5.00	TBD	$5.00	$5.15

AGENDA ITEM NO. 11.34

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Veterans Elementary School - Permanent Utilities Easement and Affidavit of Ownership and Encumbrances (No Financial Impact)

Executive Summary
Veterans Elementary School (aka Artisan Lakes Elementary School) is located at 6360 Maidenstone Way, Palmetto. Utility connections are located on the southern boundary of the site adjacent to the Maidenstone Way right-of-way. These utilities serve the school and connect to Manatee County publicly owned utilities. Providing a permanent utilities easement to Manatee County will allow Manatee County to access and service the utilities. Manatee County also requires an Affidavit of Ownership and Encumbrances to be executed with the easement. No school facilities are located within the area of the easement.

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 Veterans Elementary School - permanent utilities easement and affidavit of ownership and encumbrances (No Financial Impact).

Financial Impact
No financial impact.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Permanent Utilities Easement Veterans Elementary School
Affidavit of Ownership & Encumbrances

THIS INSTRUMENT PREPARED BY:
Maria Ramirez, Real Property Specialist
On behalf of Peter Morrow, Property Acquisition Division Manager
Manatee County Property Management Department
9000 Town Center Parkway
Lakewood Ranch, Florida 34202

PROJECT NAME: Artisan Lakes Elementary
PID NO: 604500659

SPACE ABOVE THIS LINE FOR RECORDING DATA

PERMANENT UTILITIES EASEMENT

THIS INDENTURE made and entered into between **SCHOOL BOARD OF MANATEE COUNTY**, a public body corporate organized and existing under the laws of the State of Florida, whose mailing address is Post Office Box 9069, Bradenton, Florida 34206-9069, 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 ONE AND 00/100 DOLLAR ($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 ***nonexclusive, permanent easement for ingress, egress, construction, and maintenance of surface and/or underground utility facilities*** 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.

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.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, by its proper Chairperson thereunto duly authorized, the day and year first below written.

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES.

Signed, sealed and delivered in the presence of two witnesses as required by law.

_____
First Witness Signature

_____
First Witness Printed Name

Address:_____
_____

_____
Second Witness Signature

_____
Second Witness Printed Name

Address:_____
_____

GRANTOR:
SCHOOL BOARD OF MANATEE COUNTY, a public body corporate organized and existing under the laws of the State of Florida

By: _____
Cindy Spray, Chairperson

Date: _____

Attest: _____
Dr. Laurie Breslin, Superintendent

RG 04/17/2026

SD 04/20/2026

KP 04/20/2026

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 _____, 2026, Cindy Spray, as Chairperson of the School Board of Manatee County, a public body corporate organized and existing under the laws of the State of Florida 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: _____

EXHIBIT A

LEGAL DESCRIPTION:

PARCEL BEING LOCATED IN SECTION 9, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 9; THENCE S89°32'04"E ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 9, 1723.47 FEET; THENCE LEAVING SAID SECTION LINE S00°27'56"W, 30.00 FEET TO A POINT ON THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF BUCKEYE ROAD (PUBLIC RIGHT-OF-WAY OF VARYING WIDTH, PER ROAD PLAT BOOK 5, PAGE 1 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA); THENCE S00°15'35"E, 166.56 FEET; THENCE S89°30'14"E, 714.95 FEET; THENCE S00°11'32"E, 1209.31 FEET; THENCE S89°19'36"E, 887.09 FEET; THENCE N86°32'28"E, 10.03 FEET, TO THE POINT OF BEGINNING; THENCE N01°10'01"W, 12.85 FEET; THENCE S88°45'16"W, 15.00 FEET; THENCE N01°14'44"W, 27.00 FEET; THENCE N88°45'16"E 15.00 FEET; THENCE S01°17'31"E, 17.00 FEET; THENCE N88°45'16"E, 10.00 FEET; THENCE S01°10'01"E, 22.83 FEET; THENCE S02°43'09"E, 14.75 FEET; THENCE S87°39'40"W, 10.00 FEET; THENCE RUNNING NORTHWESTERLY, 14.92 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET, A CHORD BEARING OF N02°41'45"W AND A CHORD LENGTH OF 14.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 783 SQUARE FEET OR 0.018 ACRES, MORE OR LESS.

NOTES

1. BASIS OF BEARINGS: NORTH LINE OF THE SOUTH HALF OF SAID SECTION 9 BEING S89°32'04"E.
2. NOT A SURVEY
3. THIS SKETCH IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
4. THIS SKETCH AND DESCRIPTION WAS PREPARED BASED ON A SURVEY PREPARED BY FREDERICK P. LUTZ JR. OF GEORGE F. YOUNG INC., DATED JANUARY 22, 2025.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. HARDCOPY PRINTS OF THIS SKETCH AND LEGAL DESCRIPTION (IF APPLICABLE) ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PORTABLE DOCUMENT FORMAT (PDF) COPIES ARE NOT VALID WITHOUT AN ELECTRONIC SIGNATURE MEETING THE REQUIREMENTS AS SET FORTH IN 5J-17.062, FLORIDA ADMINISTRATION CODE.
7. THIS LEGAL DESCRIPTION AND SKETCH IS CERTIFIED TO MANATEE COUNTY.

LEGEND

- EASEMENT
- SECTION LINE
- RIGHT-OF-WAY LINE
- LOT LINE

ABBREVIATIONS

LB	LICENSED BUSINESS
IRC	IRON ROD AND CAP
SEC	SECTION
TWP	TOWNSHIP
RNG	RANGE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
L	LINE
C	CURVE

PREPARED FOR:
MANATEE COUNTY

ARTISAN LAKES ELEMENTARY
PUE EASEMENT – SKETCH AND LEGAL
SECTION 9, TOWNSHIP 33S., RANGE 18E.

REVISED	BY	DATE	DESCRIPTION

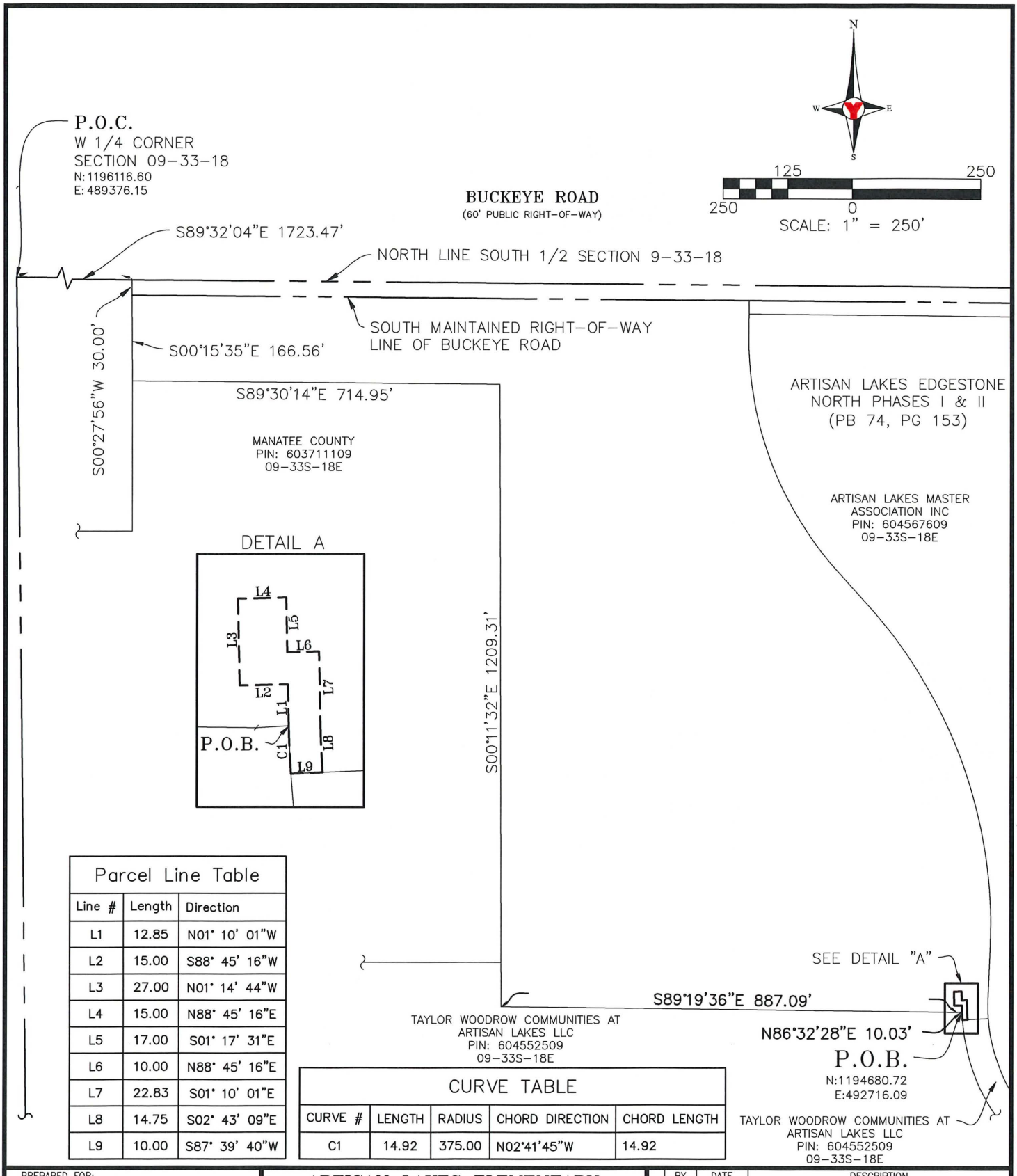
	INITIALS	DATE
CREW CHIEF		
DRAWN	MS	1/13/26
CHECKED	TH	1/13/26
FIELD BOOK		
FIELD DATE		

Trevor J Hatch
TREVOR HATCH PSM LS 7443
DATE

George F. Young, Inc.
299 DR. MARTIN LUTHER KING JR. STREET. N. ST. PETERSBURG, FLORIDA 33701
PHONE (727) 822-4317 WWW.GEORGEFYOUNG.COM
BUSINESS ENTITY LB21
CIVIL, TRANSPORTATION, SUBSURFACE & STRUCTURAL ENGINEERING
ECOLOGY | GIS | PLANNING | SURVEYING
ST. PETERSBURG • LAKEWOOD RANCH • TAMPA • GAINESVILLE • LAKE WALES • PUNTA GORDA
Since 1919

JOB NO. 22002900SS
SHEET NO. 1 OF 2

PLOTTED: 1/15/2026 10:06 AM LOGIN: Sferelli, Mariana FILE: I:\project\sur\stp\2025\25002900SS - Skanska - Artisan Lakes Elementary School\DWG\25002900SS-SL03.dwg



Parcel Line Table		
Line #	Length	Direction
L1	12.85	N01° 10' 01"W
L2	15.00	S88° 45' 16"W
L3	27.00	N01° 14' 44"W
L4	15.00	N88° 45' 16"E
L5	17.00	S01° 17' 31"E
L6	10.00	N88° 45' 16"E
L7	22.83	S01° 10' 01"E
L8	14.75	S02° 43' 09"E
L9	10.00	S87° 39' 40"W

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	14.92	375.00	N02°41'45"W	14.92

PREPARED FOR:
MANATEE COUNTY

ARTISAN LAKES ELEMENTARY
PUE EASEMENT – SKETCH AND LEGAL
SECTION 9, TOWNSHIP 33S., RANGE 18E.

REVISED	BY	DATE	DESCRIPTION

	INITIALS	DATE
CREW CHIEF		
DRAWN	MS	1/13/26
CHECKED	TH	1/13/26
FIELD BOOK		
FIELD DATE		

TREVOR HATCH PSM LS 7443

DATE

George F. Young, Inc.
299 DR. MARTIN LUTHER KING JR. STREET. N. ST. PETERSBURG, FLORIDA 33701
PHONE (727) 822-4317 WWW.GEORGEFYOUNG.COM
BUSINESS ENTITY LB21
CIVIL, TRANSPORTATION, SUBSURFACE & STRUCTURAL ENGINEERING
ECOLOGY I GIS I PLANNING I SURVEYING
ST. PETERSBURG ▪ LAKEWOOD RANCH ▪ TAMPA ▪ GAINESVILLE ▪ LAKE WALES ▪ PUNTA GORDA
Since 1919

JOB NO. 25002900SS

SHEET NO. 2 OF 2

FILE: I:\project\sur\stp\2025\25002900SS - Skanska - Artisan Lakes Elementary School\DWG\25002900SS-SL03.dwg
LOGIN: Sferelli, Mariana
PLOTTED: 1/15/2026 10:07 AM

THIS INSTRUMENT PREPARED BY:
Maria Ramirez, Real Property Specialist
On behalf of Peter Morrow, Property Acquisition Division Manager
Manatee County Property Management Department
9000 Town Center Parkway
Lakewood Ranch, Florida 34202

PROJECT NAME: Artisan Lakes Elementary
PID NO: 604500659

SPACE ABOVE THIS LINE FOR RECORDING DATA

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

BEFORE ME, the undersigned notary public, personally appeared **DR. LAURIE BRESLIN, Superintendent**, who being first duly sworn, deposes and says that, to the best of his knowledge and belief:

1. I have personal knowledge of all matters set forth in this affidavit.

2. 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.

3. I am the Superintendent of Grantor and I make this affidavit with the authority of and on behalf of Grantor.

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 has ever been 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 or is presently entitled to the right to possess or is in possession of the Property and there are no tenancies, leases, or other occupancies that affect the Property except as stated in paragraph 14.

7. To my actual knowledge there are no disputes concerning the location of the boundary lines of the Property.

8. To my actual knowledge Grantor has not violated any of the restrictions, declarations or covenants in connection with the Property, nor know of any prior owner violating said restrictions, declarations or covenants.

9. 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. Should any bill be found which relates to the period of the Grantor's possession, the Grantor shall pay such bill upon demand. No notice has been received regarding future pending zoning by any government instrumentality.

10. 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 except as stated in paragraph 14.

11. To my actual knowledge there are no actions, proceedings, judgments, bankruptcies, liens or executions recorded among the Public Records of Manatee County, Florida, or any other county in Florida or pending against the Grantor in the courts of Manatee County, Florida, or any other courts.

12. 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.

13. 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.

14. To my actual knowledge there are no outstanding, unrecorded deeds, unsatisfied liens, leases, contracts for sale, judgments, easements or rights-of-way for users, conveyances, mortgages or adverse interests affecting title to the Property, except the following:

A. Memorandum of Lease and Notice of Option recorded in Official Records as Instrument Number 202541038216, of the Public Records of Manatee County, Florida.

B. Fourteenth Amendment to Assignment of Lease Agreement recorded in Official Records as Instrument Number 202541038217, of the Public Records of Manatee County, Florida.

C. Memorandum of Ground Lease recorded in Official Records as Instrument Number 202541038218, of the Public Records of Manatee County, Florida.

D. Assignment of Ground Lease recorded in Official Records as Instrument Number 202541038219, of the Public Records of Manatee County, Florida.

E. Easement recorded in Official Records as Instrument Number 202541124663, of the Public Records of Manatee County, Florida.

15. The Grantor's Taxpayer Identification Number is 65-0037457.

16. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to accept a Permanent Utilities easement.

17. 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.

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

DR. LAURIE BRESLIN

_____

Signature

RG 04/17/2026

SD 04/20/2026

KP 04/20/2026

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me, a Notary Public, by means of

☐ physical presence or

☐ online notarization

this _____ day of _____ 2026, by Dr. Laurie Breslin, who

☐ is personally known to me or

☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____

Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

EXHIBIT A

LEGAL DESCRIPTION:

PARCEL BEING LOCATED IN SECTION 9, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 9; THENCE S89°32'04"E ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 9, 1723.47 FEET; THENCE LEAVING SAID SECTION LINE S00°27'56"W, 30.00 FEET TO A POINT ON THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF BUCKEYE ROAD (PUBLIC RIGHT-OF-WAY OF VARYING WIDTH, PER ROAD PLAT BOOK 5, PAGE 1 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA); THENCE S00°15'35"E, 166.56 FEET; THENCE S89°30'14"E, 714.95 FEET; THENCE S00°11'32"E, 1209.31 FEET; THENCE S89°19'36"E, 887.09 FEET; THENCE N86°32'28"E, 10.03 FEET, TO THE POINT OF BEGINNING; THENCE N01°10'01"W, 12.85 FEET; THENCE S88°45'16"W, 15.00 FEET; THENCE N01°14'44"W, 27.00 FEET; THENCE N88°45'16"E 15.00 FEET; THENCE S01°17'31"E, 17.00 FEET; THENCE N88°45'16"E, 10.00 FEET; THENCE S01°10'01"E, 22.83 FEET; THENCE S02°43'09"E, 14.75 FEET; THENCE S87°39'40"W, 10.00 FEET; THENCE RUNNING NORTHWESTERLY, 14.92 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET, A CHORD BEARING OF N02°41'45"W AND A CHORD LENGTH OF 14.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 783 SQUARE FEET OR 0.018 ACRES, MORE OR LESS.

NOTES

1. BASIS OF BEARINGS: NORTH LINE OF THE SOUTH HALF OF SAID SECTION 9 BEING S89°32'04"E.
2. NOT A SURVEY
3. THIS SKETCH IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
4. THIS SKETCH AND DESCRIPTION WAS PREPARED BASED ON A SURVEY PREPARED BY FREDERICK P. LUTZ JR. OF GEORGE F. YOUNG INC., DATED JANUARY 22, 2025.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. HARDCOPY PRINTS OF THIS SKETCH AND LEGAL DESCRIPTION (IF APPLICABLE) ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PORTABLE DOCUMENT FORMAT (PDF) COPIES ARE NOT VALID WITHOUT AN ELECTRONIC SIGNATURE MEETING THE REQUIREMENTS AS SET FORTH IN 5J-17.062, FLORIDA ADMINISTRATION CODE.
7. THIS LEGAL DESCRIPTION AND SKETCH IS CERTIFIED TO MANATEE COUNTY.

LEGEND

- EASEMENT
- SECTION LINE
- RIGHT-OF-WAY LINE
- LOT LINE

ABBREVIATIONS

LB	LICENSED BUSINESS
IRC	IRON ROD AND CAP
SEC	SECTION
TWP	TOWNSHIP
RNG	RANGE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
L	LINE
C	CURVE

PREPARED FOR: MANATEE COUNTY

ARTISAN LAKES ELEMENTARY
PUE EASEMENT – SKETCH AND LEGAL
SECTION 9, TOWNSHIP 33S., RANGE 18E.

REVISED	BY	DATE	DESCRIPTION

	INITIALS	DATE
CREW CHIEF		
DRAWN	MS	1/13/26
CHECKED	TH	1/13/26
FIELD BOOK		
FIELD DATE		

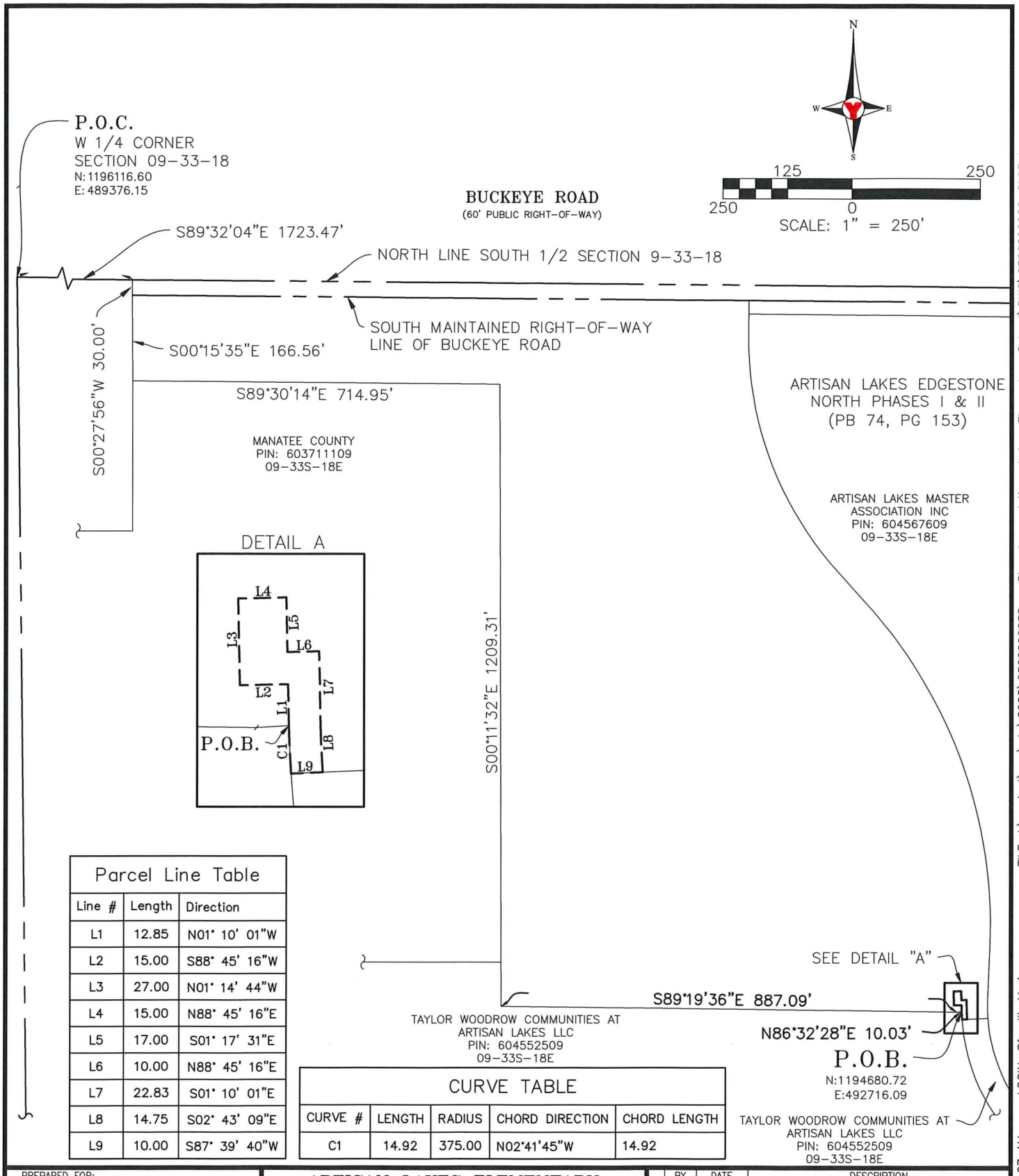
Trevor J Hatch
TREVOR HATCH PSM LS 7443
DATE

George F. Young, Inc.
299 DR. MARTIN LUTHER KING JR. STREET. N. ST. PETERSBURG, FLORIDA 33701
PHONE (727) 822-4317 WWW.GEORGEFYOUNG.COM
BUSINESS ENTITY LB21
CIVIL, TRANSPORTATION, SUBSURFACE & STRUCTURAL ENGINEERING
ECOLOGY | GIS | PLANNING | SURVEYING
ST. PETERSBURG • LAKEWOOD RANCH • TAMPA • GAINESVILLE • LAKE WALES • PUNTA GORDA
Since 1919

JOB NO. 22002900SS

SHEET NO. 1 OF 2

PLOTTED: 1/15/2026 10:06 AM LOGIN: Sferelli, Mariana FILE: I:\project\sur\stp\2025\25002900SS - Skanska - Artisan Lakes Elementary School\DWG\25002900SS-SL03.dwg



Parcel Line Table		
Line #	Length	Direction
L1	12.85	N01° 10' 01"W
L2	15.00	S88° 45' 16"W
L3	27.00	N01° 14' 44"W
L4	15.00	N88° 45' 16"E
L5	17.00	S01° 17' 31"E
L6	10.00	N88° 45' 16"E
L7	22.83	S01° 10' 01"E
L8	14.75	S02° 43' 09"E
L9	10.00	S87° 39' 40"W

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	14.92	375.00	N02°41'45"W	14.92

PREPARED FOR:
MANATEE COUNTY

ARTISAN LAKES ELEMENTARY
PUE EASEMENT – SKETCH AND LEGAL
SECTION 9, TOWNSHIP 33S., RANGE 18E.

REVISED	BY	DATE	DESCRIPTION

	INITIALS	DATE
CREW CHIEF		
DRAWN	MS	1/13/26
CHECKED	TH	1/13/26
FIELD BOOK		
FIELD DATE		

TREVOR HATCH PSM LS 7443

DATE

George F. Young, Inc.
299 DR. MARTIN LUTHER KING JR. STREET. N. ST. PETERSBURG, FLORIDA 33701
PHONE (727) 822-4317 WWW.GEORGEFYOUNG.COM
BUSINESS ENTITY LB21
CIVIL, TRANSPORTATION, SUBSURFACE & STRUCTURAL ENGINEERING
ECOLOGY I GIS I PLANNING I SURVEYING
ST. PETERSBURG ▪ LAKEWOOD RANCH ▪ TAMPA ▪ GAINESVILLE ▪ LAKE WALES ▪ PUNTA GORDA
Since 1919

JOB NO. 25002900SS

SHEET NO. 2 OF 2

FILE: I:\project\sur\stp\2025\25002900SS - Skanska - Artisan Lakes Elementary School\DWG\25002900SS-SL03.dwg
LOGIN: Sferelli, Mariana
PLOTTED: 1/15/2026 10:07 AM

AGENDA ITEM NO. 11.35

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of School Start Times for the 2026-2027 School Year and Submission of the School Start Time Compliance Report Form (SST-1) to the Florida Department of Education (No Financial Impact)

Executive Summary
To comply with Florida's mandate for later secondary school start times while maintaining the district's current bell schedule, the School District of Manatee County must utilize the state's alternative compliance pathway by submitting Form SST-1 to the Florida Department of Education. This comprehensive report fulfills statutory submission requirements by broadly documenting the district's current start times, alternative scheduling strategies considered, community feedback, and the significant financial and logistical consequences of altering the existing schedule. The School Board's approval and official submission of this report by the June 1, 2026 deadline will legally satisfy state requirements ahead of the July 1, 2026 operational mandate, ensuring schedule stability for our students and their families in the 2026-2027 school year.

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

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

Recommendation
The Superintendent recommends approval of school start times for the 2026-2027 school year and submission of the School Start Time Compliance Report Form (SST-1) to the Florida Department of Education (No Financial Impact).

Financial Impact
No Financial Impact

Contact
Submitting Department: Instructional Services
Initiated By: Derek Jensen

Attachments:
SST-1 School Start Time Compliance Report

School Start Time Compliance Report

1. Name of School District or Charter School Governing Board: The School District of Manatee County

2. Complete this table to indicate the 2026-27 start time for each elementary, middle and high school. Add rows as needed or attach a locally created spreadsheet.

Name of School	**School Start Time**
Abel Elementary	8:25 AM
Anna Maria Elementary	8:25 AM
Ballard Elementary	8:25 AM
Bashaw Elementary	8:25 AM
Bayshore High	7:30 AM
Bayshore Elementary	8:25 AM
Blackburn Elementary	8:25 AM
Braden River High	7:30 AM
Braden River Elementary	8:25 AM
Braden River Middle	9:20 AM
Buffalo Creek Middle	9:20 AM
Daughtrey Elementary	8:25 AM
Freedom Elementary	8:25 AM
Gullett Elementary	8:25 AM
Haile Middle	9:20 AM
Harvey K-8 at Copperstone (Grades PK-3)	8:25 AM
Harvey K-8 at North River Ranch (Grades 4-6)	8:45 AM
Horizons Academy (Alternative)	7:30 AM
Jain Middle	9:20 AM
Johnson K-8	8:25 AM
King Middle	9:20 AM
Kinnan Elementary	8:25 AM
Lake Manatee K-8	8:25 AM
Lakewood Ranch High	7:30 AM
Lee Middle	9:20 AM
Lincoln Memorial Middle	9:20 AM
Manatee High	7:30 AM
Manatee Elementary	8:25 AM
McNeal Elementary	8:25 AM
Miller Elementary	8:25 AM
Mills Elementary	8:25 AM
Moody Elementary	8:25 AM
Myakka City Elementary	8:25 AM
Nolan Middle	9:20 AM
Oneco Elementary	8:25 AM
Palma Sola Elementary	8:25 AM
Palmetto High	7:30 AM

Palmetto Elementary	8:25 AM
Palm View K-8	8:25 AM
Parrish Community High	7:30 AM
Prine Elementary	8:25 AM
Rogers Garden-Bullock Elementary	8:25 AM
Rye Ranch Elementary (Opening August 2026)	8:25 AM
Samoset Elementary	8:25 AM
Sea Breeze Elementary	8:25 AM
Southeast High	7:30 AM
Stewart Elementary	8:25 AM
Sugg Middle	9:20 AM
Tara Elementary	8:25 AM
Tillman Elementary	8:25 AM
Veterans Elementary (Opening August 2026)	8:25 AM
Williams Elementary	8:25 AM
Willis Elementary	8:25 AM
Witt Elementary	8:25 AM

3. Describe the strategies considered to implement a later school start time for middle schools and high schools within the school district/governing board, including the number of board meetings, public hearings, and opportunities for parent input to discuss the strategies.

To address the requirements of s. 1001.42(4)(f)2., F.S., the District evaluated several scheduling models, including compressing all start times to a uniform 8:30 AM schedule and universally shifting all school times to later time slots. These strategies were actively evaluated and discussed across multiple public forums, including School Board Workshops and Meetings held on February 14, 2025, March 31, 2026, and April 28, 2026. Furthermore, the District held up to five geographically dispersed public hearings as part of the rezoning process to transparently engage the community and gather additional input.

To capture parent input, the District administered a community survey initiative that provided extensive quantitative and qualitative data regarding scheduling strategies:

- Initial Start Time Preference Survey (February 2026): The initial survey yielded 2,900 responses representing 3,630 students. The data demonstrated that 80% of all respondent families felt their child's current school start time works well for their family and that adjusting to a new schedule would be difficult.

- Follow-Up Impact Survey (April 2026): To evaluate specific scheduling strategies, the District launched a follow-up survey targeting the operational impacts of shifting bell times. This comprehensive survey garnered 5,081 responses representing over 10,546 students.

    - 15-Minute Shift Proposal: When asked about universally shifting start and end times 15 minutes later, the overall response revealed a net -8% negative impact on family logistics (drop-off, pick-up, work, childcare, etc.). This negative impact was most severe for

Middle School families, who reported a net -23% negative impact.

- Broader Time Shifts Evaluated: The survey tested scheduling increments ranging from 60 minutes earlier to 60 minutes later. The data definitively showed that *every single proposed time shift* resulted in a net "More Difficult" rating for families compared to the current schedule.

- Qualitative Feedback: Open-ended feedback heavily underscored the logistical hurdles of altering start times. The most frequent objections to the proposed strategies centered on Work & Childcare Logistics (339 responses) and Sports & Extracurricular Disruptions (218 responses).

Ultimately, this robust community input indicates that while there is an isolated desire for later high school start times, implementing the mandated shifts across the District would cause severe, widespread disruption to the work schedules, childcare arrangements, and extracurricular routines of the vast majority of Manatee County families.

4. Describe the impact of implementing the school start time requirements in section 1001.42(4)(f)2., F.S., including the financial impact for the school district/governing board.

Implementing the mandated later start times in alignment with community preferences would fundamentally dismantle the District's current three-tier transportation routing system, which currently reuses approximately 100 buses for high, elementary, and middle school routes spaced 50 to 55 minutes apart. Compressing the start times into the legally compliant window that is aligned with community preferences for start times would require the District to concurrently deploy additional buses.

Operationally, this mandates the acquisition and staffing of an estimated 15 to 20 additional buses. The annual operating expenditure for each supplementary bus is calculated at $72,051. Assuming the addition of 17 buses, the District would incur an immediate and recurring annual financial expense of $1,224,867 solely within the transportation department.

5. Describe the identified unintended consequences to the school district/governing board, students, and the community by implementing the school start time requirements in section 1001.42(4)(f)2., F.S.

Analyzing the downstream effects of the proposed schedule shifts revealed several unintended consequences for the Manatee County community:

- Infrastructure and Traffic Congestion: Aligning secondary school start times with the standard corporate commute window (8:00 AM to 9:00 AM) would acutely compound local traffic congestion, consequently increasing transit times and elevating safety risks. Local data indicates that morning traffic volume on major arteries already more than doubles between 6:00 AM and 7:00 AM. Increasing the concurrent deployment of school buses during this peak window could significantly impact municipal traffic flow.

- Compression of the Secondary Academic Day: Delaying the high school start time by 60 or more minutes directly compresses the afternoon window available for critical student obligations. Survey metrics demonstrate that 28% of high school students participate in sports, 27% engage in non-sports extracurricular activities, 16% maintain after-school employment, and 3% provide essential childcare for younger siblings.

- Community and Family Disruption: For middle schools, a proportionate shift could delay dismissal until 4:25 PM or later, pushing school release traffic into the evening rush hour. Furthermore, dismantling the current tiered schedule would engineer severe logistical conflicts regarding work schedules, before- and after-school care costs, and family routines for a significant portion of the 80% of families who indicated that they rely on the current stable schedule.

Email this report to SchoolList@fldoe.org by June 1, 2026.

Form SST-1
Effective March 2026
Rule 6A-1.0455, F.A.C.

AGENDA ITEM NO. 11.36

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Bid for Brokerage Services for Aviation Training Curriculum, Equipment, and Program Support, SDMC No. 27-0017-BS, Estimated in the Amount of $900,000.00 (State Appropriation)

Executive Summary
The District issued an invitation to bid for brokerage services to support Manatee Technical College's (MTC) new Aviation Maintenance Technician (AMT) program. This state of the art initiative will prepare students for Federal Aviation Administration (FAA) certification and help meet Florida's growing demand for skilled aircraft maintenance, repair, and overhaul professionals.

To build a fully equipped training environment, MTC plans to acquire used airplanes, a helicopter, and multiple aircraft engines. The selected broker will assist the District in identifying, evaluating, and purchasing these assets, ensuring they meet instructional needs, FAA standards, and budget requirements.

Florida continues to face a shortage of certified aviation technicians due to an aging workforce and limited access to affordable training. MTC will address this gap through partnerships with Sarasota Bradenton International Airport (SRQ) and local aviation employers for internships and job placement, articulation pathways with State College of Florida, and advisory support from FAA certified experts and industry stakeholders.

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 May 13, 2026 through May 12, 2027. This bid is for a period of one (1) year with the option to renew for two (2) additional one-year periods through May 12, 2029. This is a new bid therefore there is no historical spend available.

The supplier is Class Group LLC DBA Aviation Workforce Solutions, Hallandale Beach, FL , Florida Document No. L15000181479.

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 bid for brokerage services for aviation training curriculum, equipment, and program support, SDMC No. 27-0017-BS, estimated in the amount of $900,000.00 (state appropriation).

Financial Impact
The funding source for this expenditure is School District of Manatee County-Aviation Maintenance Technician School at SRQ Airport (Project Number 410-90950-6S001) and is included in the approved budget for 2025-2026.

Contact
Submitting Departments: Adult, Career and Technical Education and Purchasing

Item Owner: Dr. Paul Gansemer and Derek Jensen

Attachments:
27-0017 Tabulation

NOTICE OF INTENT TO AWARD

BID ON BROKERAGE SERVICES FOR AVIATION TRAINING CURRICULUM, EQUIPMENT, AND PROGRAM SUPPORT,
SDMC No. 27-0017-BS

CONTRACT PERIOD: MAY 13, 2026 THROUGH JUNE 30, 2027

FOR BOARD APPROVAL ON MAY 12, 2026

TABULATION OF BIDS ON BROKERAGE SERVICES FOR AVIATION TRAINING CURRICULUM, EQUIPMENT, AND PROGRAM SUPPORT,
SDMC No. 27-0017-BS

Bids Due: 3:00 p.m., May 1, 2026

BIDDERS	Item 1. Aircraft - Single Engine Land (SEL) (not for flight) 1 Each	Item 2. Aircraft -Multi Engine Land (MEL) (not for flight) 1 Each	Item 3. Helicopter (not for flight) 1 Each	Item 4. Lycoming IO320 Engines 4 Each	Item 5. Full PT6/JT15 Teardown Engines 4 Each	Item 6. Turbine Engine Repair Kits 2 Each
Class Group, LLC	**$75,000.00**	**$250,000.00**	**$90,000.00**	**$30,000.00**	**$75,000.00**	**$10,000.00**

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

AGENDA ITEM NO. 11.37

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Amendment 1 to the Interlocal Agreement with Manatee County for Joint Use of Portions of Martha B. King Middle School Site (No Financial Impact)

Executive Summary
The School Board owns Martha B. King Middle School located at 600 75th Street Northwest, Bradenton. The School District rarely uses the north portion of the campus. Manatee County and the School Board entered into an interlocal agreement for limited use of the north portion of the campus for its parks and recreational program effective April 6, 2023.

The County and the School Board wish to amend the agreement to include the addition of a restroom building by the County for use by the public with separate access apart from the School Board's existing restroom building. The County would have exclusive use of the County restroom and would be responsible for properly supervising and maintaining the facility. Public access to the County restroom shall be limited to outside of school hours including weekends and evenings; and prohibited from accessing the School Board restroom facility. Additional terms have been agreed to limiting public access to the five (5) School Board tennis courts to summer break and winter break each year pursuant to the School Board's approved academic calendar.

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 Amendment 1 to the Interlocal Agreement with Manatee County for joint use of portions of Martha B. King Middle School Site (No Financial Impact).

Financial Impact
No financial impact.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
KING MS 1st Amend to Interlocal Agreement-Exhibit 1&2

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
between
MANATEE COUNTY, FLORIDA
and
SCHOOL BOARD OF MANATEE COUNTY
regarding
JOINT USE OF PORTIONS OF MARTHA B. KING MIDDLE SCHOOL SITE

This First Amendment to the Interlocal Agreement ("First Amendment"), is made and entered into _____ 2026, by and among **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the ("County"), and the **School Board of Manatee County**, a public body corporate created and existing under the laws of the State of Florida, hereinafter referred to as the ("School Board") (collectively, "Parties").

WHEREAS, the Parties hereto entered into an Interlocal Agreement (**Exhibit 1**) ("Agreement") for joint use of portions of "King Middle School", as therein defined, which is a public school, effective April 6, 2023; and

WHEREAS, Article IV, subsection 4.1 of the Agreement, provides the Agreement may be amended only by written instrument expressly approved for the County by its Board of County Commissioners, for the School Board by its Board, and only if properly executed by all Parties thereto; and

WHEREAS, it is in the best interest of the Parties to enter into this First Amendment in the manner set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and the School Board hereby agree to amend the Agreement as follows:

1. The Recitals as set forth above are incorporated into the terms of this First Amendment as if set out herein at length.

2. The Parties hereby agree that Article II, subsection 2.2.A. of the Agreement is deleted in its entirety and replaced with the following:

    A. The County has the right to construct or replace the following improvements within Parcel B, as amended in Exhibit "B", at its discretion:
        I. Irrigation system
        II. Playground equipment
        III. Pavilion
        IV. Replace existing fencing (with equal or better)

V. Replace the four tennis courts in the northwest corner of the Parcel B with a shell parking lot.
VI. Installation of lighting of courts for night use
VII. Installation of additional courts (tennis /pickleball)
VIII. Signage
IX. Sod
X. Restroom facility which shall be an addition to the School Board's existing restroom building and will be designed and constructed to provide the public with a separate restroom facility with separate access apart from the School Board's existing restroom building. The County's plans must be approved by School Board in advance of construction. County shall be responsible for properly supervising and maintaining the County's restroom facility in good condition.

At the termination of the Agreement all improvements shall belong to the School Board.

3. Article II, subsection 2.3 of the Agreement is hereby added and shall read as follows:

2.3. Additional Terms.

A. The School Board and County agree to have shared use that the public shall only have access to the five (5) School Board tennis courts located immediately north of 7th Avenue NW starting on the last day for students and ending on the first day for students each summer (commonly considered the summer break) and starting on the last day of the first semester and ending on the first day students return (commonly considered the Christmas break) each year pursuant to the academic calendar as approved by the School Board.

B. The School Board and County agree for the County to have exclusive use to the County restroom and the public shall only have access to the County restroom outside of school hours including weekends and evenings. The School Board and County agree for the School Board to have exclusive use to the King Middle School restroom and the public shall be prohibited from accessing it at all times.

4. All provisions of the Agreement not expressly amended herein and not inconsistent herewith shall remain in full force and effect as set forth in the Agreement, but in the event of any inconsistency between the provisions of the Agreement and the provisions of this First Amendment, the First Amendment shall prevail.

5. This First Amendment shall become effective once it has been fully executed by both Parties and filed with the Manatee County Clerk of Court as required by § 163.01(11), Florida Statutes. The last Party to execute shall be responsible for paying the costs of filing, if any.

[Signature Page to follow]

IN WITNESS WHEREOF, the Parties have respectively caused this First Amendment to be duly approved and executed as of the respective dates set forth below.

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

SCHOOL BOARD OF MANATEE COUNTY, a public body corporate created and existing under the laws of the State of Florida

By: _____
Cindy Spray, Chairperson

Attest: _____
Dr. Laurie Breslin, Superintendent

Date: _____

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

Stephen Dye (May 1, 2026 13:53:37 EDT)
Stephen R. Dye, Esq.
School Board Attorney

Date: 05/01/2026

Reginald Goff 05/01/2026

KP 05/01/2026

EXHIBIT 1

INTERLOCAL AGREEMENT

between

MANATEE COUNTY, FLORIDA
and
SCHOOL BOARD OF MANATEE COUNTY
regarding

JOINT USE OF PORTIONS OF MARTHA B. KING MIDDLE SCHOOL SITE

This Interlocal Agreement ("Interlocal Agreement" or "Agreement") is made and entered into by and among **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the ("County"), and the **School Board of Manatee County**, a public body corporate created and existing under the laws of the State of Florida, hereinafter referred to as the ("School Board").

RECITALS

WHEREAS, the Florida Interlocal Cooperation Act, § 163.01, Fla. Stat. authorizes local government units to cooperate in order to provide services and facilities that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the School Board owns certain property located at 600, 700, and 808 75th Street NW, Bradenton, Florida 34209, PID numbers 3837010002, 3837010051, 3837010150, and 3837000607 and 7th Avenue NW, Bradenton, Florida 34209, PID number 3837000557 as depicted on **Exhibit "A"** attached hereto, ("Parcel A") in northwest Manatee County, hereinafter referred to as "King Middle School", which is a public school; and

WHEREAS, the School Board has offered the County limited use of those portions of King Middle School depicted on **Exhibit "B"** attached hereto, ("Parcel B") for the purposes of providing a community park for the residents of Manatee County; and

WHEREAS, the County has indicated interest in using Parcel B as part of its parks and recreation program; and

WHEREAS, the Amended and Restated Interlocal Agreement for Public School Facility Planning of July 15, 2010, Section 9.4 requires the County and School Board to look for opportunities to co-locate and share use of facilities; and

WHEREAS, the School Board and the County previously entered into an Interlocal agreement for Joint Use of Portions of Martha B. King Middle School Site in 2009 for the aforementioned Parcel B which is slated for termination in 2023; and

WHEREAS, the School Board and the County have agreed to cooperate in using Parcel B, under the terms and conditions set forth in this Agreement; and

WHEREAS, the County and the School Board wish to enter into this Interlocal Agreement to establish their mutual rights and obligations with respect to Parcel B.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and the School Board agree as follows:

Article I
AUTHORITY

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but, not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166 of Florida Statutes, Part III of Chapter 163 of Florida Statutes, and Section 163.01 of Florida Statutes.

Article II
AGREED TERMS OF USE

2.1 School Board Rights and Responsibilities.

A. The School Board agrees to allow the County the nonexclusive use of Parcel B for the sole purpose of a non-fee based recreational use by the public and associated parking purposes related thereto as set forth in this Agreement. Any other use by County shall require prior written approval by the School Superintendent.

B. Use of Parcel B shall be reserved for exclusive use by School Board during King Middle School operating hours, and for School Board uses (e.g. team practice, tournaments and special events during-off school hours) with reasonable notice to County. The County may utilize Parcel B at all times other than the reserved hours described in this paragraph.

2.2 County Rights and Responsibilities.

A. The County has the right to construct or replace the following improvements within Parcel B at its discretion:
   I. Irrigation system
   II. Playground equipment
   III. Pavilion
   IV. Replace existing fencing (with equal or better).

V. Replace the four tennis courts in the northwest corner of the Parcel B with a shell parking lot.
VI. Installation of lighting of courts for night use
VII. Installation of additional courts (tennis /pickleball)
VIII. Signage
IX. Sod

At the termination of the Agreement all improvements shall belong to the School Board.

B. The County shall submit plans and design details to the School Board Superintendent for any improvements referenced in Article 2.2.A. County shall not construct any improvements until the School Board Superintendent grants written approval, which shall not be unreasonably withheld.

C. The County shall be responsible for all maintenance, repair and replacement of the grounds and all improvements within Parcel B and the improvements outlined in Article 2.2.A., including the repair and correction of any damage due to vandalism or abuse, until such time as this Agreement is terminated according to the terms outlined in Article 3.2.

D. Prior to use of Parcel B, County shall install a minimum 6-foot-tall chain link fence with top rail separating Parcel B from the rest of King Middle School. Said fence and corresponding gate specifications must be approved by School Board.

E. The County shall obtain all required local, regional and state permits necessary for improvement of Parcel B at no expense to School Board. School Board, through its Superintendent or designee, shall cooperate on any required signatures necessary to obtain said permits.

F. The County agrees that it will not object to future School Board modifications to Parcels A or B to meet current or future needs of the School Board. For a period of five (5) years from the effective date, School Board agrees to make financial reimbursement to the County for modifications that impact County's improvements to Parcel B.

G. County will establish informational signage regarding rules, hours and use requirements of Parcel B. All signage related to Parcel B must be approved by School Board.

Article III
TERM AND TERMINATION

3.1 Effective Date. This Agreement shall become effective once it has been filed with the Manatee County Clerk of Court as required by§ 163.01(11), Florida Statutes.

3.2 Termination. This Agreement shall remain in full force and effect until 90 days after such time as either party delivers a written notice to terminate or upon mutual agreement of the parties. Such notice to terminate shall be delivered to the appropriate party specified in Article 5.12 herein.

Article IV
AMENDMENTS; ENFORCEMENT

4.1 Amendments Generally. This Interlocal Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by its Board of County Commissioners, for the School Board by its Board, and only if properly executed by all the parties hereto.

4.2 Enforcement. The parties to this Interlocal Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article V
MISCELLANEOUS PROVISIONS

5.1 Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior understandings or correspondence, if any, related to joint use of Parcel B described herein. Any subsequent conditions, representations, warranties or agreements, shall not be valid and binding upon the parties unless they are in writing and signed by both parties. There are no oral or other written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to the execution hereof, and none have been relied upon by either party relating to this Agreement. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed pursuant to the requirements of Article 4.1 herein.

5.2 Execution of Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed an original instrument, and all counterparts collectively shall be a single agreement.

5.3 Validity. After consultation with their respective legal counsel, the County and the School Board each represent and warrant to the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledge the validity and enforceability of this Interlocal Agreement, and waive any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The School Board

and the County each hereby represent, warrant and covenant to and with the other (i) that this Interlocal Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective parties in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

5.4 No General Obligation. Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the School Board, the County, the State of Florida, or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by this Interlocal Agreement. The obligations of the County hereunder are subject to annual appropriation of legally available non ad valorem funds by the County's Board of County Commissioners, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of the County's ad valorem revenues or funds, or upon any other revenues or funds of the County, as may be construed under the laws or the Constitution of the State of Florida. No party to this Interlocal Agreement, nor any other person or entity, shall ever have the right to compel any exercise of the ad valorem taxing power of any party to this Agreement to make the payments herein provided, nor shall this Interlocal Agreement constitute a charge; lien or encumbrance, either legal or equitable, upon any property or funds of the School Board or the County. Notwithstanding anything contained herein, the County reserves the right, in its sole discretion, to pay the costs contemplated in this Agreement from any funds legally available for such purpose.

5.5 Indemnification. County shall be responsible for any claims arising from its use and control of Parcel B, excepting any claims related to the School Board's reserved rights as described herein. This does not waive claims, rights, or defenses the County may have under Florida law or otherwise. Each party, as a political subdivision as defined by Florida Statute § 768.28, shall indemnify each other party and hold it harmless as to any claim, judgment or damage award whatsoever arising out of or related to that indemnifying party's own negligent or wrongful acts or omissions related to the construction, use or maintenance of Parcel B, to the extent permitted by law, and subject to the dollar limitations set forth in Florida Statute § 768.28. The parties understand that pursuant to Florida Statute § 768.28(19), no party is entitled to be indemnified or held harmless by another party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable, and each party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01(9). The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency or political

subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

5.6 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

5.7 Ambiguities; Construction. All parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

5.8 Headings. The headings or captions of sections or paragraphs used in this Interlocal Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement.

5.9 Severability. In the event any term or provision of the Agreement shall be held invalid, such invalid term or provision shall not affect the validity of any other term or provision hereof; and all such other terms and provisions hereto shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

5.10 Governing Law; Venue. This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

5.11 Full Agreement; Filing with Clerk of Circuit Court. This Interlocal Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, including without limitation the Interlocal Agreement in principle, with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County.

5.12 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County:

Manatee County Administrator
Manatee County Administration Center
1112 Manatee Avenue, Suite 920
Bradenton, Florida 34206

With copies to:

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney

If to School Board:

Superintendent
School Board of Manatee County
215 Manatee Avenue West
Bradenton, Florida 34205
Telephone: (941) 708-8770

With copies to:

Stephen R. Dye, School Board Attorney
Dye, Harrison, Kirkland, Petruff, & Pratt, PLLC.1206
1206 Manatee Avenue West
Bradenton, Florida 34205
Telephone: (941) 748-4411

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

WHEREFORE, the County and the School Board have executed this Interlocal Agreement as of the date and year below written.

MANATEE COUNTY, a political subdivision of the State of Florida
By: its Board of County Commissioners

By: _____
Chairperson

Date: 2/28/23

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Clerk

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

Date: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

_____
Stephen R. Dye, Esq.
School Board Attorney

Date: _____

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: _____
Clerk

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 (Mar 28, 2023 17:50 EDT) 03/28/2023
Cynthia Saunders, Superintendent

Date: 03/29/2023

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

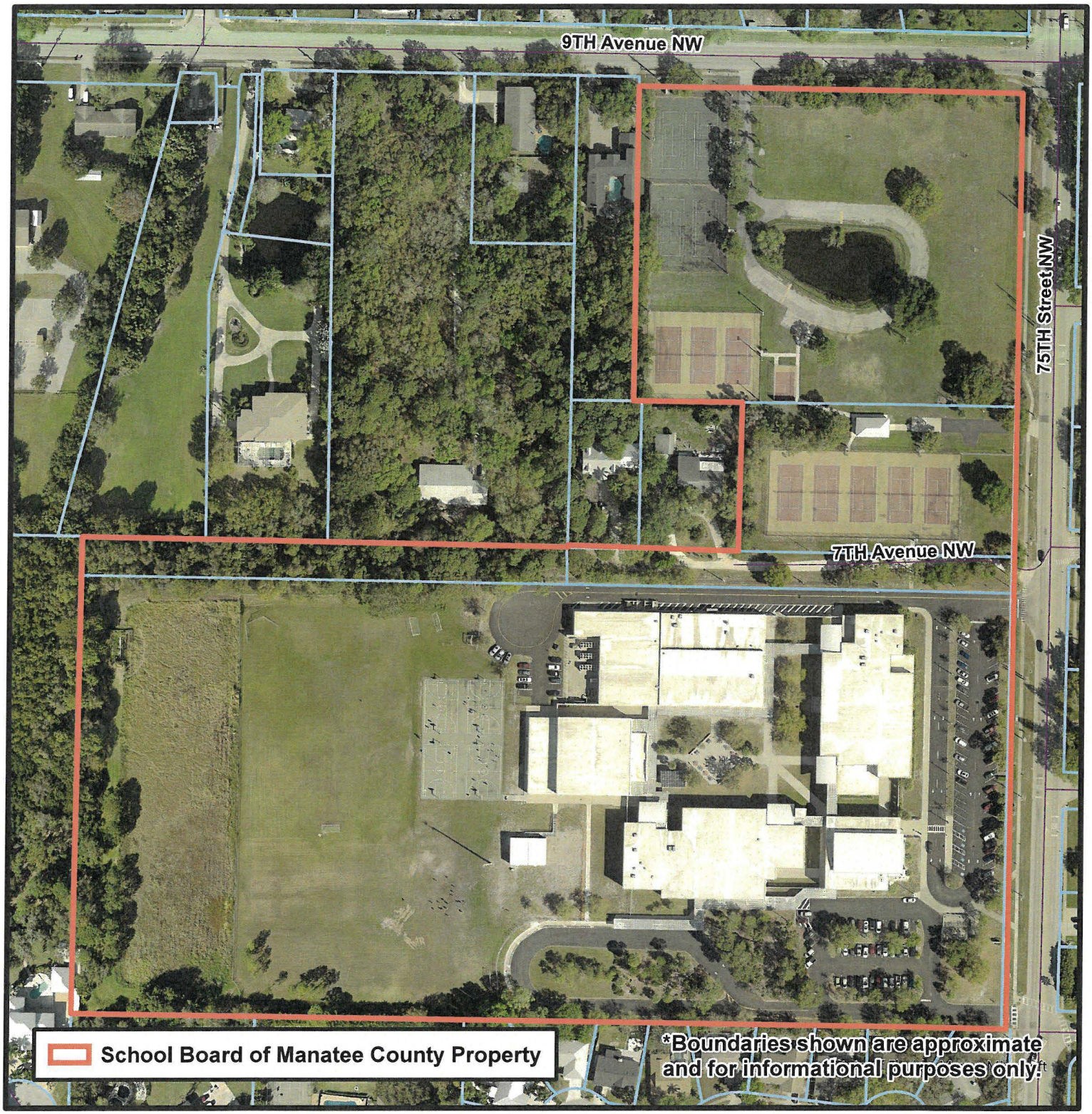
Stephen R. Dye, Esq.
Stephen R. Dye, Esq. (Mar 3, 2023 06:51 PST)
Stephen R. Dye, Esq.
School Board Attorney

Date: 03/03/2023

MP 02/28/2023
MP

WFH 03/03/2023
WFH

MT 03/06/2023
MT



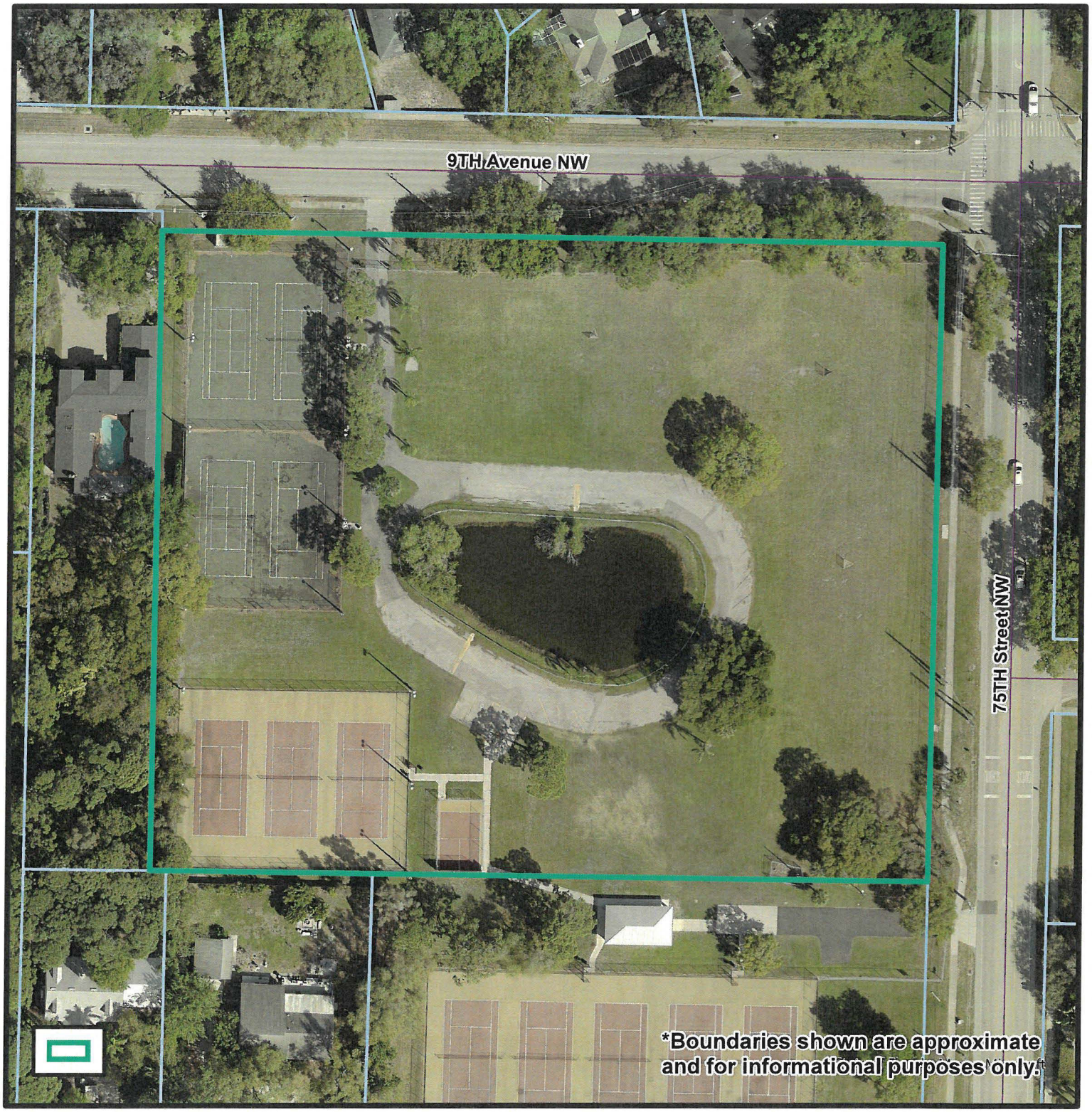
N
W E
S

EXHIBIT A

SCHOOL BOARD OF MANATEE COUNTY PROPERTY

MARTHA B. KING MIDDLE SCHOOL
BRADENTON, FLORIDA 34209

Manatee County FLORIDA



N
W E
S

EXHIBIT B

SHARED RECREATIONAL AND PARKING AREA

MARTHA B. KING MIDDLE SCHOOL
BRADENTON, FLORIDA 34209

Manatee County
FLORIDA

Exhibit 2

AGENDA ITEM NO. 13.1

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Budget Amendments for March 2026 (No Financial Impact)

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 March 2026:

	General Fund	Debt Service	Capital Projects	Federal Funds	Food Service	Internal Service *	Trust & Agency
Budgeted Ending Fund Balance 02/28/2026	$53,759,724	$15,373,507	$91,927,948	$0	$10,471,545	$13,160,310	$0
Fiscal Impact	$230,551	$(533)	$ 4,536,137	$0	$0	$0	$0
Budgeted Ending Fund Balance 03/31/2026	$53,990,275	$15,372,974	$96,464,085	$0	$10,471,545	$13,160,310	$0

* Self-insurance Health Fund and Worker's Compensation Fund

General Fund budgeted ending fund balance increased by $230,551 due to higher estimate of food service indirect revenue $150,000 and other miscellaneous adjustments $80,551.

Debt Service Fund budgeted ending fund balance decreased by $533 due to arbitrage invoice partially offset by interest on investments.

Capital Projects Fund budgeted ending fund balance increased by $4,536,137 due primarily to generator purchase cancellation $3,250,000, increase in interest on investment $680,034, and storm loss recovery $575,934.

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 March 2026 (No Financial Impact).

Financial Impact
The General Fund budgeted ending assigned/unassigned fund balance as of March 2026 is 8.24%. This represents an increase versus February 2026 of 0.02%

Contact
Submitting Department: Budget Department
Initiated By: Gina Maliniak, Budget Director

Attachments:
March 2026 Budget Amendment Summary
Combined March Budget Amendments

Year	2026
Posting Period	9
Entry Type	(All)

Row Labels	Sum of YTD Current
1	**($230,551)**
3	
10101 General Fund	($630,099)
10102 General Fund Grants	($117,394)
4	
10101 General Fund	$399,549
10102 General Fund Grants	$117,394
2	**$532**
3	
29123 Lease Purchase Bond 2023	($4)
29190 Lease Purchase Bond 2015	($6)
29193 Lease Purchase Bond 2017	($17)
29196 Lease Purchase Bond 2016	($5)
29125 Lease Purchase Bond 2025	($11)
29116 Least Purchase Bond 2026B-2016	$708
29126 Lease Purchase Bond 2026A	$28,558
4	
29190 Lease Purchase Bond 2015	$575
29116 Least Purchase Bond 2026B-2016	($708)
29126 Lease Purchase Bond 2026A	($28,558)
3	**($4,536,137)**
3	
39123 COPS Series 2023A	($87,157)
37025 Local Capital Improvement 2025	($575,934)
39125 COPS Series 2025A	($358,738)
39192 Sales Tax Proceeds	($118,760)
39197 Impact Fees	($115,379)
4	
39123 COPS Series 2023A	$265,113
37024 Local Capital Improvement 2024	($708)
37025 Local Capital Improvement 2025	($312,922)
37026 Local Capital Improvement 2026	($3,211,971)
34043 PECO Construction MTC	$0
39125 COPS Series 2025A	$0
39126 COPS Series 2026A	$0
39192 Sales Tax Proceeds	$0
39194 Other Capital Projects	$0
39197 Impact Fees	($19,681)
39198 Ed Facilities Security Grants	$0
4	**$0**
3	
42101 Federal Cash Advance	($217,102)
42201 Federal Non Cash Advance	($429,864)
4	
41001 Food Services	$0
42101 Federal Cash Advance	$217,102
42201 Federal Non Cash Advance	$429,864
8	**$0**
3	
85002 Donations & Scholarship Fund	($22,760)
4	
85002 Donations & Scholarship Fund	$22,760
89101 School Internal Funds	$0
Grand Total	**($4,766,155)**

General Fund
March 2026 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(120,728,572)	(120,728,572)	-	0.00%	
3XX	Revenues	(591,838,210)	(592,598,162)	(759,952)	0.13%	
3XX	Transfers In and Other Funding Sources	(27,780,304)	(27,767,845)	12,459	-0.04%	
5XX	Instructional	442,155,599	442,531,010	375,412	0.08%	
61X	Student Support Services	30,307,943	30,367,676	59,733	0.20%	
62X	Instructional Media Services	6,242,846	6,242,625	(221)	0.00%	
63X	Instruction and Curriculum Development	12,833,061	12,851,528	18,467	0.14%	
64X	Instructional Staff Training	5,021,885	5,096,371	74,486	1.48%	
65X	Instructional Technology	7	7	-	0.00%	
71X	Board	1,642,636	1,642,636	-	0.00%	
72X	General Admin Superintendent	4,766,109	4,697,680	(68,429)	-1.44%	
73X	School Administration	40,733,104	40,687,805	(45,298)	-0.11%	
74X	Facility Acquisition and Construction	9,784,907	9,800,818	15,911	0.16%	
75X	Fiscal Services	4,122,650	4,139,185	16,535	0.40%	
76X	Food Services	-	-	-	n/a	
77X	Central Services	19,706,407	19,900,428	194,021	0.98%	
78X	Transportation	21,598,441	21,661,325	62,883	0.29%	
79X	Operation of Plant	56,146,670	56,138,751	(7,919)	-0.01%	
81X	Maintenance of Plant	13,084,456	13,024,228	(60,228)	-0.46%	
82X	Administrative Technology	9,574,778	9,582,862	8,084	0.08%	
91X	Community Services	7,846,516	7,720,025	(126,492)	-1.61%	
92X	Debt Service	1,019,345	1,019,345	-	0.00%	
97X	Transfer Out	-	-	-	n/a	
9XX	Budgeted Fund Balance	53,759,724	53,990,275	230,551	0.43%	

Debt Service Fund
March 2026 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance*	(14,906,156)	(14,906,156)	-	0.00%	
3XX	Revenues	(1,830,720)	(1,830,763)	(43)	0.00%	
3XX	Transfers In	(44,117,176)	(44,087,910)	29,266	-0.07%	
92X	Debt Service	45,480,546	45,451,855	(28,691)	-0.06%	
9XX	Budgeted Fund Balance	15,373,507	15,372,974	(532)	0.00%	

Capital Fund
March 2026 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(317,735,276)	(317,735,276)	-	0.00%	
3XX	Revenues	(233,754,812)	(231,311,394)	2,443,418	-1.05%	
3XX	Transfers In and Other Funding Sources	(231,221,599)	(234,920,985)	(3,699,386)	1.60%	
74X	Facility Acquisition and Construction	619,287,325	616,048,881	(3,238,444)	-0.52%	
92X	Debt Service	1,553,440	1,553,440	-	0.00%	
97X	Transfer Out	69,942,973	69,901,249	(41,725)	-0.06%	
9XX	Budgeted Fund Balance	91,927,948	96,464,085	4,536,137	4.93%	**1**

Reference 1 - Comments for Functional Changes over 5%:	Budget Amendment
Cancel of Generator purchase	(3,250,000)
Increase in interest income	(680,034)
Storm loss recovery	(575,934)
Other misc adjustments	(30,168)
Total	(4,536,137)

Capital Fund
March 2026 Budget Amendment Summary

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	9	KK_REV_BUD	SDMC1	Adjustment	Posted	37025	Local Capital Improvement 2025	30000	Revenue	329901	Miscellaneous Federal Through		13730	Emergency Mngt. - Debby				Recognize misc revenue (insurance, loss recoveries)	0000145458	(12,516.87)
1	9	KK_REV_BUD	SDMC1	Adjustment	Posted	37025	Local Capital Improvement 2025	30000	Revenue	349701	Refunds of Prior Year's Expend	9531	38760	Disctrictwide FF&E				Recognize misc revenue (insurance, loss recoveries)	0000145458	(1,600.76)
1	9	KK_REV_BUD	SDMC1	Adjustment	Posted	37025	Local Capital Improvement 2025	30000	Revenue	374101	Insurance Loss Recovery		00000	Discretionary				Recognize misc revenue (insurance, loss recoveries)	0000145458	(75,037.29)
1	9	KK_REV_BUD	SDMC1	Adjustment	Posted	37025	Local Capital Improvement 2025	30000	Revenue	329901	Miscellaneous Federal Through		13746	Emerg Mngt - Milton				Budget for Storm Milton Loss Recovery income	0000145524	(472,020.94)
1	9	KK_REV_BUD	SDMC1	Adjustment	Posted	37025	Local Capital Improvement 2025	30000	Revenue	374101	Insurance Loss Recovery		13746	Emerg Mngt - Milton				Budget for Storm Milton Loss Recovery income	0000145524	(14,758.02)
1	9	KK_REV_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	30000	Revenue	343101	Interest on Investments		00000	Discretionary				Budget for interest income march 2026	0000145525	(87,157.36)
1	9	KK_REV_BUD	SDMC1	Adjustment	Posted	39125	COPS Series 2025A	30000	Revenue	343101	Interest on Investments		00000	Discretionary				Budget for interest income march 2026	0000145525	(323,939.43)
1	9	KK_REV_BUD	SDMC1	Adjustment	Posted	39192	Sales Tax Proceeds	30000	Revenue	343101	Interest on Investments		00000	Discretionary				Budget for interest income march 2026	0000145525	(118,760.01)
1	9	KK_REV_BUD	SDMC1	Adjustment	Posted	39197	Impact Fees	30000	Revenue	343101	Interest on Investments		00000	Discretionary				Budget for interest income march 2026	0000145525	(115,379.29)
1	9	KK_REV_BUD	SDMC1	Adjustment	Posted	39125	COPS Series 2025A	30000	Revenue	343101	Interest on Investments		00000	Discretionary				Budget for interest US Bank/FLFIT March 2026	0000145684	(34,798.17)
1	9	KK_DET_BUD	SDMC1	Adjustment	Posted	37025	Local Capital Improvement 2025	74010	Facilities Acquisition and Con	468101	Remodeling & Renovations-Cap	9515	30001	Capital Projects	SDMC3	3951500524	3000000200	Move budget from 37025 to 39198 (unspent charter funds reverted to district	0000143587	(12,458.71)
1	9	KK_DET_BUD	SDMC1	Adjustment	Posted	39198	Ed Facilities Security Grants	74010	Facilities Acquisition and Con	468101	Remodeling & Renovations-Cap	9515	30001	Capital Projects	SDMC3	3951500524	3000000200	Move budget from 37025 to 39198 (unspent charter funds reverted to district	0000143587	12,458.71
1	9	KK_DET_BUD	SDMC1	Adjustment	Posted	37026	Local Capital Improvement 2026	74010	Facilities Acquisition and Con	468201	Remodeling & Renovations-NonCa	9512	30001	Capital Projects	SDMC3	3951200017	3951200017	Generator purchases cancelled per Capital Meeting 2/24/26	0000144196	(3,250,000.00)
1	9	KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951575966	3000000200	Budget for additional work boiler 01/2026	0000144299	244,973.00
1	9	KK_DET_BUD	SDMC1	Adjustment	Posted	37026	Local Capital Improvement 2026	74010	Facilities Acquisition and Con	464201	FF&E-Non Capitalized	9531	38915	S/S Radios				Budgeted in error - in millage budget	0000144351	(233,876.23)
1	9	KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951531005	3000000200	Adj Budget Haile & Blackburn Project Closing	0000144606	33,262.30
1	9	KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951575966	3000000200	Adj Budget Haile & Blackburn Project Closing	0000144606	(13,122.22)
1	9	KK_DET_BUD	SDMC1	Adjustment	Posted	39197	Impact Fees	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951539849	3000000200	PCHS Project closing	0000144702	(10,504.89)
1	9	KK_DET_BUD	SDMC1	Adjustment	Posted	39197	Impact Fees	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951539849	3000000300	PCHS Project closing	0000144702	(9,175.75)
1	9	KK_DET_BUD	SDMC1	Adjustment	Posted	37025	Local Capital Improvement 2025	74010	Facilities Acquisition and Con	468101	Remodeling & Renovations-Cap	9515	30001	Capital Projects	SDMC3	3951531220	3000000200	Move budget to 37026	0000145526	(271,905.58)
1	9	KK_DET_BUD	SDMC1	Adjustment	Posted	37026	Local Capital Improvement 2026	74010	Facilities Acquisition and Con	468101	Remodeling & Renovations-Cap	9515	30001	Capital Projects	SDMC3	3951531220	3000000200	Move budget to 37026	0000145526	271,905.58
1	9	KK_DET_BUD	SDMC1	Adjustment	Posted	39126	COPS Series 2026A	92010	Debt Service	473001	Dues and Fees	9798	39126	2026 Series COPS				Budget for closing cost COPS 2026	0000143560	(10,000.00)
1	9	KK_DET_BUD	SDMC1	Adjustment	Unposted	39126	COPS Series 2026A	92010	Debt Service	473001	Dues and Fees	9798	39126	2026 Series COPS				Budget for closing cost COPS 2026	0000143560	10,000.00
1	9	KK_DET_BUD	SDMC1	Adjustment	Posted	39198	Ed Facilities Security Grants	97010	Transfers	491001	Transfers to General Fund	9798	40524	TR Ed Facilities Grant #4 D/H				Adj Grant transfer to Charter School budget for 40524 program	0000143870	(12,457.71)
1	9	KK_DET_BUD	SDMC1	Adjustment	Posted	39198	Ed Facilities Security Grants	97010	Transfers	491001	Transfers to General Fund	9798	40524	TR Ed Facilities Grant #4 D/H				Adj Grant transfer to Charter School budget for 40524 program	0000143873	(1.00)
1	9	KK_DET_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2024	97010	Transfers	492001	Transfers to Debt Service Fund	9798	39116	2026B COPS, REFUNDS 2016A				Adj Budget for 25/26 Interest Payments on	0000144380	(708.33)
1	9	KK_DET_BUD	SDMC1	Adjustment	Posted	37025	Local Capital Improvement 2025	97010	Transfers	492001	Transfers to Debt Service Fund	9798	39126	2026 Series COPS				Adj Budget for 25/26 Interest Payments on	0000144380	(28,557.65)
1																				**(4,536,136.62)**

Food Service Fund
March 2026 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(11,369,626)	(11,369,626)	-	0.00%	
3XX	Revenues	(38,452,929)	(38,452,929)	-	0.00%	
3XX	Other Funding Source	(1,200)	(1,200)	-	0.00%	
76X	Food Services	39,352,210	39,352,210	-	0.00%	
97xx	Transfers Out	-	-	-	n/a	
9XX	Budgeted Fund Balance	10,471,545	10,471,545	-	0.00%	

Special Revenue Fund
March 2026 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	-	-	-	n/a	
3XX	Revenues	(42,766,687)	(43,413,653)	(646,965)	1.51%	
3XX	Transfers In and Other Funding Sources	-	-	-	n/a	
5XX	Instructional	22,136,378	22,950,768	814,390	3.68%	
61X	Student Support Services	2,390,374	2,379,567	(10,807)	-0.45%	
62X	Instructional Media Services	48,000	48,000	-	0.00%	
63X	Instruction and Curriculum Development	11,355,229	10,955,111	(400,117)	-3.52%	
64X	Instructional Staff Training	4,379,233	4,547,864	168,631	3.85%	
65X	Instructional Technology	2,454	2,454	-	0.00%	
71X	Board	-		-	n/a	
72X	General Admin Superintendent	1,879,267	1,886,708	7,440	0.40%	
73X	School Administration	25,500	41,543	16,043	62.91%	1
74X	Facility Acquisition and Construction	-	-	-	n/a	
75X	Fiscal Services	60,045	60,045	-	0.00%	
77X	Central Services	43,807	47,311	3,504	8.00%	2
78X	Transportation	446,400	494,282	47,882	10.73%	3
79X	Operation of Plant	-	-	-	n/a	
81X	Maintenance of Plant	-	-	-	n/a	
82X	Administrative Technology	-	-	-	n/a	
91X	Community Services	-	-	-	n/a	
97X	Transfer Out	-	-	-	n/a	
9XX	Budgeted Fund Balance	-	-	-	n/a	

Reference 1 - Comments for Functional Changes over 5%:	Budget Amendment
25.26 IDEA K-12 Budget Amend #1	16,043
Other misc adjustments	-
Total	16,043

Reference 2 - Comments for Functional Changes over 5%:	Budget Amendment
25.26 IDEA K-12 Budget Amend #1	3,504
Other misc adjustments	-
Total	3,504

Special Revenue Fund
March 2026 Budget Amendment Summary

Reference 3 - Comments for Functional Changes over 5%:	Budget Amendment
Perkins Post Secondary Amendment 1	42,000
Title I Part A Amendment 2	5,882
Other misc adjustments	
Total	47,882

Special Revenue Fund
February 2026 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	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principa	411101	Adm/Direct Regular Pay	2011	15001	Grants Program	SDMC4	4931004206	7300000000	25.26 4206 IDEA K-12 Budget to n	0000144827	11,479.49
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principa	421103	Retirement System	2011	15001	Grants Program	SDMC4	4931004206	7300000000	25.26 4206 IDEA K-12 Budget to n	0000144827	1,610.57
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principa	422001	FICA	2011	15001	Grants Program	SDMC4	4931004206	7300000000	25.26 4206 IDEA K-12 Budget to n	0000144827	878.18
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principa	423101	Health & Hospitalizations	2011	15001	Grants Program	SDMC4	4931004206	7300000000	25.26 4206 IDEA K-12 Budget to n	0000144827	1,933.15
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principa	423201	Life Insurance	2011	15001	Grants Program	SDMC4	4931004206	7300000000	25.26 4206 IDEA K-12 Budget to n	0000144827	26.40
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principa	424001	Worker's Compensation	2011	15001	Grants Program	SDMC4	4931004206	7300000000	25.26 4206 IDEA K-12 Budget to n	0000144827	114.79
1																		Total		16,042.58

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	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	77310	Personnel Services	473001	Dues and Fees	9310	15001	Grants Program	SDMC4	4931004206	7730000000	25.26 4206 IDEA K-12 Budget to n	0000144827	3,504.02
2																		Total		3,504.02

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	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0721	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer between Ce	0000143464	134.860
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer between Ce	0000143464	-134.860
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0181	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer between Ce	0000143759	1987.500
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0351	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer between Ce	0000143759	1987.500
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0611	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer between Ce	0000143759	1987.500
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0721	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer between Ce	0000143759	1987.500
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0752	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer between Ce	0000143759	1987.500
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0762	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer between Ce	0000143759	1987.500
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0842	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer between Ce	0000143759	1987.500
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0853	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer between Ce	0000143759	1987.500
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer between Ce	0000143759	-15900.000
3	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Perkins Post Secondary Ame	0000144773	42000.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0281	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000144875	2915.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0431	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000144875	2915.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0581	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000144875	2915.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0611	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000144875	2915.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0652	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000144875	2915.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0711	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000144875	2915.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0721	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000144875	2915.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0752	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000144875	2915.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0761	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000144875	2915.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0762	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000144875	2915.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0842	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000144875	2915.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0853	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000144875	2915.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000144875	-34980.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0842	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000144890	310.030
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000144890	-310.030
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0581	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000144992	846.680
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0721	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000144992	846.660
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0762	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000144992	846.660
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000144992	-2540.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0581	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000145004	64.290
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0721	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000145004	269.720
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0752	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000145004	64.030
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0842	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000145004	193.920
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0852	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000145004	1281.940
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0853	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000145004	126.800
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0861	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000145004	223.490
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000145004	-2224.190
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0072	15001	Grants Program	SDMC4	4930504326	7800000000	4326 Title I Part A Amendment 2	0000145022	3000.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0281	15001	Grants Program	SDMC4	4930504326	7800000000	4326 Title I Part A Amendment 2	0000145022	-1628.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0521	15001	Grants Program	SDMC4	4930504326	7800000000	4326 Title I Part A Amendment 2	0000145022	8200.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0621	15001	Grants Program	SDMC4	4930504326	7800000000	4326 Title I Part A Amendment 2	0000145022	-5080.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	479101	Curricular Transportation/Fiel	0061	15001	Grants Program	SDMC4	4930504326	7800000000	4326 Title I Part A Amendment 2	0000145022	220.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	479101	Curricular Transportation/Fiel	0301	15001	Grants Program	SDMC4	4930504326	7800000000	4326 Title I Part A Amendment 2	0000145022	500.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	479101	Curricular Transportation/Fiel	0421	15001	Grants Program	SDMC4	4930504326	7800000000	4326 Title I Part A Amendment 2	0000145022	-330.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	479101	Curricular Transportation/Fiel	0521	15001	Grants Program	SDMC4	4930504326	7800000000	4326 Title I Part A Amendment 2	0000145022	-1000.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	479101	Curricular Transportation/Fiel	0641	15001	Grants Program	SDMC4	4930504326	7800000000	4326 Title I Part A Amendment 2	0000145022	2000.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0752	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000145894	1475.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0852	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000145894	2125.000
3	9	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304246	7800000000	4246 Budget Transfer Between Ce	0000145894	-3600.000
3																		Total		47,882.00

Health Insurance Fund
March 2026 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(13,017,764)	(13,017,764)	-	0.00%	
3XX	Revenues	(61,552,000)	(61,552,000)	-	0.00%	
3XX	Transfers In			-	n/a	
77X	Central Services	65,633,538	65,633,538	-	0.00%	
9XX	Budgeted Fund Balance	8,936,226	8,936,226	-	0.00%	

Workers Comp Fund
March 2026 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(5,049,323)	(5,049,323)	-	0.00%	
3XX	Revenues	(3,000,000)	(3,000,000)	-	0.00%	
77X	Central Services	3,825,239	3,825,239	-	0.00%	
9XX	Budgeted Fund Balance	4,224,084	4,224,084	-	0.00%	

Trust & Agency Fund
March 2026 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(1,726,764)	(1,726,764)	-	0.00%	
3XX	Revenues	(861,534)	(884,294)	(22,760)	2.64%	
5XX	Instructional	2,533,796	2,533,796	-	0.00%	
61X	Student Support Services	1,374	1,374	-	0.00%	
63X	Instruction and Curriculum Development			-	n/a	
72X	General Admin Superintendent	16,900	36,900	20,000	118.34%	**1**
76X	Food Services			-	n/a	
77X	Central Services	6,184	6,184	-	0.00%	
78X	Transportation			-	n/a	
79X	Operation of Plant	7,830	10,590	2,760	35.25%	2
91X	Community Services	22,214	22,214	-	0.00%	
9XX	Budgeted Fund Balance	0	0	0	0.00%	

Reference 1 - Comments for Functional Changes over 5%:	Budget Amendment
Spirit Week Donations	20,000
Other misc adjustments	-
Total	20,000

Reference 2 - Comments for Functional Changes over 5%:	Budget Amendment
FNS Donations	2,760
Other misc adjustments	-
Total	2,760

Trust & Agency Fund

March 2026 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	9	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	72010	General Administration	431001	Prof & Technical Services	9617	00000	Discretionary				Daily Receipts 03.05.26	0000144040	10000.000
1	9	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	72010	General Administration	431001	Prof & Technical Services	9617	00000	Discretionary				Daily Receipts 03.26.26	0000145179	10,000.00
1																		Total		10,000.00

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	9	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	79010	Operation of Plant	451001	Supplies	9516	14259	FNS Donations				Rev Rec Offset Mar 2026	0000146298	2,760.22
2																		Total		2,760.22

AGENDA ITEM NO. 13.2

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Membership to Join Florida Educator Health Trust (FLEHT) , SDMC No. 26-0120-KD (Health Insurance Fund)

Executive Summary
The District is seeking approval of the membership to join the Florida Educator Health Trust (FLEHT). the Florida Association of District School Superintendents (FADSS) has established FLEHT, a statewide fully comprehensive health trust for self insured Florida Public School Districts. The trust was developed by FADSS, FSBIT, and industry experts, each contributing needed capabilities. FLEHT is specifically designed for the complexities of health insurance for school districts. Programs and strategies utilized by the Trust are evaluated by industry experts and approved by regulators. All 67 districts are invited to apply for admission. The goal of the Trust is to reduce costs while providing increased financial stability for Member Districts.

Once the Board approves, the application will be submitted to FLEHT for acceptance. After the application is accepted, the District will bring a contract with anticipated fees to the Board for approval. Once the application is accepted by FLEHT, the membership continues until terminated by the Board.

The approval of this agenda item does not indicate immediate or complete expenditure of funds.

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

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

Recommendation
The Superintendent recommends approval of membership to join Florida Educator Health Trust (FLEHT) , SDMC No. 26-0120-KD (Health Insurance Fund).

Financial Impact
The funding source for this annually estimated expenditure is Health Insurance Fund and other District funds as needed and is included in the proposed budget for 2026-2027 **(Health Insurance Fund).** The anticipated cost is $653,625.00 for the remainder of this calendar year in addition to a $15,000.00 initiation cost.

Contact
Submitting Departments: Human Resources and Purchasing
Initiated By: Dr. Christina Britton

Attachments:
(CURRENT) FLEHT Participation Agreement 04-07-2026
FLEHT BYLAWS - First Restatement 09-10-2025
FLEHT - Trust Document Recorded 11-14-2025
FLEHT Fee Structure 2025

FLEHT
FLORIDA EDUCATOR HEALTH TRUST

PARTICIPATION AGREEMENT

This Participation Agreement is entered into by the undersigned School Board ("Board") and the Florida Educator Health Trust ("FLEHT") and state as follows:

WHEREAS, FLEHT is a duly organized insurance trust established pursuant to the laws of the State of Florida and created by that certain Agreement and Declaration of Trust dated March 21, 2025 ("Trust"); and

WHEREAS, the Board, a political subdivision of the State of Florida, is a "Member" of the Florida Association of District School Superintendents, Inc. ("FADSS") as defined in Article II, Section 7 of the Trust and is therefore entitled to seek to participate in the Trust; and

WHEREAS, the Board has applied to become a "Participating Trust Member" of FLEHT, as defined in Article II, Section 13 of the Trust; and

WHEREAS, the Trustees of the Trust have determined that the Board meets all requirements to become a Trust Member School District as defined in the Trust and have, therefore, approved on _____, 202 6 , the Board's application to become a Participating Trust Member School District; and

WHEREAS, the Board, by official action taken on _____, 202 6 , has voted to become a Participating Trust Member School District and to appoint the Superintendent as Trustee as provided in Article II, Section 20 of the Trust and to be subject to all provisions of the Trust, its bylaws, and policies adopted from time to time;

NOW, THEREFORE, the Trustees of FLEHT do by these presents accept, acknowledge and approve the Board becoming a Participating Trust Member School District of FLEHT with all of the rights, privileges and obligations appurtenant thereto, and the Board accepts, acknowledges and approves of its membership in FLEHT as a Participating Trust Member School District and hereby appoints the Superintendent of Schools in the Board's district as Trustee.

FLORIDA EDUCATOR HEALTH TRUST

By: _____
Chair – Bobby Bennett
Superintendent, Desoto County

Attest: _____
Secretary – Marcus Chambers
Superintendent, Okaloosa County

Date: _____

Date: _____

SCHOOL BOARD OF _____ COUNTY, FLORIDA

By: _____
Chair –

Attest: _____
Superintendent –

Date: _____

Date: _____

FLEHT
FLORIDA EDUCATOR HEALTH TRUST

FIRST RESTATEMENT

BYLAWS OF FLORIDA EDUCATOR HEALTH TRUST

ARTICLE I
NAME AND LOCATION

The name of the trust is the Florida Educator Health Trust, hereinafter referred to as the "Trust". The principal office of the Trust shall be located at 208 S. Monroe Street, Tallahassee, Florida 32301, but meetings of the Board of Trustees ("Board" and each Board member a "Trustee" or "Board Member") of the Trust, may be held at such places as may be designated by the Board.

ARTICLE II
DEFINITIONS

Words or phrases not defined in the Florida Educator Health Trust Agreement and Declaration of Trust ("Agreement") are as defined below.

Section 1. "Secretary" The Secretary shall be appointed by the Chief Executive Officer of the Florida Association of District School Superintendents and shall serve as a non-voting member of the Board. The Secretary shall attend all meetings of the Board and all meetings of the Trust and record all the proceedings of the meetings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He/she shall give, or cause to be given, notice of all meetings of the Participating Trust Members, the Board, and special meetings of the Board, and shall perform such other duties as may be prescribed by the Board or Executive Director, under whose supervision the Secretary shall be.

Section 2. "Treasurer" shall be the Chief Financial Officer of the Florida Association of District School Superintendents, Inc. or his or her designee and shall serve as an ex-officio member of the Board without voting privileges. The Treasurer shall have the custody of Trust funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the

Trust and shall deposit all moneys and other valuable effects in the name and to the credit of the Trust in such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Trust as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Executive Director and the Board at its regular meetings or when the Board so requires an account of all transactions as Treasurer and of the financial condition of the Trust.

Section 3. "Trustee" is the voting Board member of a Participating Trust Member.

Section 4. "Vice-Chair" is the Trustee elected by the Trustees to assume the role of the Chair should the Chair not be able to fulfill his/her position.

Section 5. "Chair" is the Trustee elected by the Trustees to serve as Chair. The Chair shall preside over meetings of the Board of Trustees and shall undertake other duties as may be prescribed by the Board or as stated in the Declaration of Trust.

ARTICLE III
MEETINGS OF THE BOARD

Section 1. Annual Meetings. A meeting of the Board may be called at any time by the Chair by giving at least ten (10) days' written/electronic notice to all Trustees. Each regular annual meeting of the Board shall be held on such date as established by the Board. If the Chairman of the Board fails to call a Board meeting within twelve (12) months of the next prior meeting, the Trustees may call such meeting in the same manner as calling a special meeting as provided in Section 2 herein.

Section 2. Special Meetings. Special meetings of the Board may be called at any time by the Chair. A meeting of the Board may also be called by any three of the Trustees upon giving at least ten (10) days' written/electronic notice to all Trustees. An emergency meeting may be called by the Chair or any two (2) Trustees with no less than three (3) business days' notice to all Trustees. Trustees may waive the notice requirement in writing.

Section 3. Notice of Meetings. Written notice of each meeting of the Board shall be given by, or at the direction of, the Secretary of the Trust or person authorized to call the meeting by mail, telephone, email or in person to each Trustee entitled to vote thereat, to the Trustee's address phone number, or email address last appearing on the books of the Trust or supplied by such Trustee to the Trust for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. A majority of the Trustees, including a Proxy Designee authorized by a Trustee, shall constitute a quorum for a duly constituted Board meeting or teleconference. Each Trustee who is unable to attend a Board meeting or participate in a teleconference shall appoint a Proxy Designee to sit and act on his/her behalf. The Trustee shall be responsible for notifying the Chair or the Trust Executive Director in writing or electronically of the Proxy Designee's name and the specific length of time the designation is to be valid. The Chair shall declare vacant the office of any Trustee who misses two (2) consecutive meetings without appointment of a Proxy Designee.

If, however, such quorum shall not be present or represented at any meeting, the Trustees entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of the Board, each Trustee may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Trust. Every proxy shall be revocable and shall automatically cease upon revocation by the Trustee by notice thereof to the Secretary of the Trust, termination of proxy by the holder or the grantor of the proxy, or after the expiration of twelve months from the date filed with the Secretary of the Trust, unless reserved.

ARTICLE IV
BOARD OF TRUSTEES: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of this Trust shall be managed by a Board selected in accordance with the terms of the Agreement and Declaration of Trust.

Section 2. Term of Office. A Trustee shall serve until death, resignation, removal or replacement by the school board that appointed the Trustee.

Section 3. Removal. Any Trustee may be removed from the Board, with or without cause, by a vote of two-thirds of all the Trustees at a meeting in which a quorum is present and notice of the vote to remove a Trustee has been provided or by an absolute two-thirds of all Trustees in an action taken without a meeting (in either case the two-thirds is calculated excluding the Trustee whose continued term as a Trustee is at issue). The school board that appointed the Trustee shall forthwith provide another individual to serve as a Trustee of the Board.

Section 4. Compensation. No Trustee shall receive compensation for any service he or she may render to the Trust as Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 5. Action Taken Without a Meeting. Any action that may be taken at a meeting of Trustees may be taken without a meeting or notice if a consent in writing, setting forth the action so taken, shall be signed by the Trustees having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Trustees entitled to vote thereon were present and voted with respect to the subject matter thereof, and such consent shall have the same force and effect as a vote of Trustees taken at such a meeting. An electronic communication sent to all Trustees or their proxies setting forth the action so taken shall satisfy the notice requirements of this Section. An electronic response from a Trustee or their proxy indicating their agreement or disagreement to the action shall have the same force and effect as a vote given in person.

ARTICLE V
POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Duties. It shall be the duty of the Board to:

(a) Cause to be kept a complete record of all its acts and corporate affairs.

(b) Supervise all officers, agents, and employees of the Trust, and to see that their duties are properly performed;

(c) Create a committee of technical insurance experts to provide guidance to the Board on group health insurance and program decisions;

(d) Engage a third party to audit the activities of each program participants and the program itself to ensure compliance with the laws governing group health insurance and the requirements of the Trust; and

(d) Perform those duties as required by law.

ARTICLE VI
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Trust shall be a Chair, a Vice-Chair, a Secretary, and a Treasurer, and such other officers as the Board may, from time to time, by resolution create.

Section 2. Election of Officers. The election of the Chair and Vice-Chair shall take place at the first meeting of the Board following each annual meeting of the Board.

Section 3. Term. The officers of this Trust who are elected annually by the Board shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Trust may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by a majority of all the Trustees present at a meeting in which a quorum is present or by an absolute majority of all Trustees in a written consent. Any officer may resign at any time, giving written notice to the Board, the Chair, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. No person shall simultaneously hold more than one of any of the offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers and other personnel are as follows:

(a) Executive Director: The Executive Director shall have general and active management of the business of the Trust and shall see that all orders and resolutions of the Board are carried into effect.

(b) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Trustees; keep the corporate seal of the Trust and affix it on all papers requiring said seal; serve notice of meetings of the Board; keep appropriate current records showing the Trustees of the Trust, together with their addresses; and shall perform such other duties required by the Board.

(c) Treasurer: The Treasurer shall act as advisor to the Trust on all financial matters, serve on the Budget and Investment Committee and act as liaison on legislative matters that may impact the standing of the Trust.

All checks issued by the Trust for payment of operating expenses and claim payments shall require the following:

(1) Checks for operating expenses shall be executed by the Executive Director, unless he/she is not available then the checks shall be executed by the Treasurer, the CFO of FADSS.

(2) Checks in the amount of $24,999 or less shall have an electronic signature. All checks of $25,000 or more shall require two (2) signatures from two (2) of the following three (3) individuals: the Executive Director and either the Chair or the Treasurer.

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Trust and shall disburse such funds as directed by resolution of the Board or in the ordinary course of the business; shall sign all promissory notes of the Trust, along with the Chair; keep proper books of account; cause an annual audit of the Trust books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget (including operating and anticipated capital expenditures) and a statement of income and expenditures, balance sheet and cash flow chart to be presented to the Board at the Trust's regular annual meeting, and deliver a copy of each to the Trustees.

ARTICLE VII
BOOKS AND RECORDS

The books, records, and papers of the Trust shall at all times, during reasonable business hours, be subject to inspection by any member of the Board and any Participating Trust Member. The Trust Agreement and the Bylaws of the Trust shall be available for inspection by any Trustee or any Participating Trust Member at the principal office of the Trust.

ARTICLE VIII
AMENDMENTS

Section 1. These Bylaws may only be amended by a vote of two-thirds (66.66%) of all the Trustees present at a meeting in which a quorum is present or by an absolute two-thirds of all Trustees in a written consent.

Section 2. In the case of any conflict between the Trust Agreement and these Bylaws, the Trust Agreement shall control.

ARTICLE IX
MISCELLANEOUS

Section 1. The fiscal year of the Trust shall begin on the first day of January and end on the 31st day of December of every year.

Section 2. As used herein, the masculine shall include the feminine and the plural shall include the singular, unless the text of the language clearly indicates a contrary intent.

ADOPTED by Florida Educator Health Trust on September 10, 2025.

Dr. Bobby Bennett, Chair
Superintendent, DeSoto County

TRANSMITTAL LETTER

RECEIVED
2025 NOV 14 PM 12:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

SUBJECT: Florida Educator Health Trust

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

FEES:

Declaration of Trust	**$350.00**

OPTIONAL:

Certified Copy	**$ 8.75**

FROM: Ronald G. Meyer, Esquire
Name (Printed or typed)

Post Office Box 1547
Address

Tallahassee, Florida 32302
City, State & Zip

850-878-5212
Daytime Telephone number

AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE TO FILE OR QUALIFY

Florida Educator Health Trust

A Florida TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of Florida Educator Health Trust (Name of Trust), a Florida (State) Trust hereby affirms in order to file or qualify Florida Educator Health Trust (Name of Trust), in the State of Florida.

1. Two or more persons are named in the Trust.

2. The principal address is 208 South Monroe Street, Tallahassee, Florida 32301.

3. The registered agent and street address in the State of Florida is: Brian Moore, Esquire, 208 South Monroe Street, Tallahassee, Florida 32301.

4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.

(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.

Name: Dr. Bobby Bennett
Chairman of the Board of Trustees

ANGELA FREELAND
MY COMMISSION # HH 482589
EXPIRES: February 12, 2028

NOTARY

Filing Fee: $350.00
Certified Copy: $ 8.75 (optional)

CR2E063(3/00)

RECEIVED
2025 NOV 14 PM 12:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FLEHT
FLORIDA EDUCATOR HEALTH TRUST

FIRST RESTATEMENT

FLORIDA EDUCATOR HEALTH TRUST AGREEMENT AND DECLARATION OF TRUST

RECEIVED
2025 NOV 14 PM 12:58

The Florida Association of District School Superintendents, Inc. ("FADSS") as Grantor does by these presents create this Florida Educator Health Trust Agreement and Declaration of Trust ("Declaration") made in Tallahassee, Florida, as of this the 21st day of March, 2025 ("Effective Date"), and amended and restated on September 10, 2025, by and between the **Florida Educator Health Trust**, hereinafter referred to as the "Trust" or "FLEHT" and FADSS. All capitalized words not defined herein are as defined in the Bylaws.

WITNESSETH:

WHEREAS, Article IX, Section 4 of the Florida Constitution, in part, establishes school districts and school boards as lawful political bodies or subdivisions of the State of Florida with powers and duties provided by the Florida Constitution and the Laws of the State of Florida; and,

WHEREAS, Section 1001.42, Florida Statutes, in part, sets forth certain powers and duties of a school board, including, but not limited to the provision of adequate protection against any loss or damage to school property or loss resulting from any liability by purchasing insurance, self insuring, entering into risk management programs managed by the powers of school boards, school-related organizations, or insurance companies, or any combination thereof; and,

WHEREAS, pursuant to statutory authority, school boards from time to time may designate FLEHT as the school-related organization to provide risk management programs for the school board by taking action to designate FLEHT for such purpose and appointing the superintendent to serve as a Trustee representing the school board; and,

WHEREAS, Section 112.08, Florida Statutes, in part, provides that school boards pay out or contract for the payment of premiums for life, health, accident, hospitalization, legal expense, annuity insurance or any or all kinds of such insurance for the officers and employees of the school board; and,

WHEREAS, Section 163.01, Florida Statutes, in part, authorizes any political subdivision or local governmental unit of the state, including school boards, to jointly exercise any power, privilege, or authority which such governmental entities share in common and which each might exercise separately, and further provides such authority is in addition to and not in limitation of those granted by any other general, local, or special law; and,

WHEREAS, school boards in Florida are authorized to join together in a group or groups for the purpose of providing self-insurance of various kinds; and,

WHEREAS, FADSS is a Florida non-profit corporation comprised of elected and appointed superintendents throughout the state of Florida and has served its membership since 1968; and

WHEREAS, FADSS has created FLEHT to, among other things, provide medical stop loss insurance, other forms of insurance, various risk management and administrative services for its participating members; and,

WHEREAS, under proper circumstances the school boards represented by FADSS membership or some portion thereof, may deem it expedient to join together for economy of scale purchasing and procuring health insurance coverage under Florida law or providing self-insurance, various coverages and related risk management programs and administrative services as authorized under Florida law; and,

WHEREAS, FADSS considers that it would be advantageous and an economical savings for the school districts who may become Participating Trust Members pursuant to this Agreement and Declaration of Trust, to undertake to provide such health insurance, share the cost of administrative services, and related programs in certain selected areas and to that end is undertaking to furnish the leadership and guidance necessary to establish such programs and to share said costs; and,

WHEREAS, FADSS has determined that it would be advantageous for Florida school boards to have the opportunity to undertake to provide group health insurance for eligible employees and school district representatives, and to share administrative services as a way to save costs associated with procuring such insurance and acquiring said services; and,

WHEREAS, FADSS has determined that the most practical manner in which to establish and administer these insurance programs and share administrative costs is through a trust created for that purpose; and,

WHEREAS, pursuant to the authority vested in participating school boards to participate in a risk sharing agreement as provided by FLEHT; and,

WHEREAS, the terms and conditions of this FLEHT are set out in writing herein; and,

WHEREAS, the school districts which have determined to participate in FLEHT agree to perform the duties and obligations required of them under the terms and provisions hereof.

NOW, **THEREFORE**, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually contracted, covenanted and agreed as follows:

ARTICLE I
NAME

The name of the Trust hereby created is the "**Florida Educator Health Trust,**" hereinafter referred to as the "**Trust**" or "**FLEHT**."

ARTICLE II
DEFINITIONS

Section 1. "Board" is defined to mean the Board of Trustees of the Trust.

Section 2. "Business Day" shall mean any day other than a Saturday or Sunday or legal holiday.

Section 3. "Chair" is defined to mean the Chairperson of the Board.

Section 4. "Contributions" are defined to mean the initial contribution, the capital contribution, and subsequent payments to the Trust by Participating Trust Members for the purpose of securing economy of scale group health insurance or self-insurance, and administrative services to be established or secured and administered by the Trust and/or by a third-party administrator or to participate in other health-related programs provided and administered by the Trust on a fee-basis.

Section 5. "Executive Director" as used herein shall mean the Administrator of the Trust as so designated by the Board of the Trust.

Section 6. "Employees" or "Officials" are defined to mean those persons who are employees and/or officials of Participating Trust Members.

Section 7. "FADSS" shall mean Florida Association of District School Superintendents, Inc., a Florida non-profit corporation.

Section 8. "FLEHT" or "Trust" shall mean Florida Educator Health Trust.

Section 9. "Trustees" shall mean the designated superintendents, or their designees, of school districts which are signatories to this Declaration each of which represents a school board which is also a "Participating Trust Member" as defined herein.

Section 10. "Fund" or "Funds" (with respect to each insurance or service program established and administered by the Trust, the Trust will establish and maintain a separate account for all monies collected and disbursed for the health insurance program or programs which shall be designated and named so as to readily identify the insurance program or administrative service for which such account is established and maintained) is defined to mean with respect to the particular account involved, the cumulative total of the following: Participating Trust Member contributions, policy refunds, or budget reductions received by the Trust or left with the insurance carrier; investments made by the Trust and income thereon; and other money or property which shall come into the hands of the Trust in connection with the administration thereof.

Section 11. "Notice" is defined in Article XIII hereof.

Section 12. "Operators" are defined as third-party program managers, third-party administrators, employee benefits administrators, insurance managers, district level business officials, consultants, or human resource personnel.

Section 13. "Participating Trust Members" is defined to mean Florida school boards which have applied for and been accepted as participating in economy of scale health insurance programs established and administered by the Trust and procuring administrative services related thereto in accordance with the terms of this Declaration.

Section 14. "Policy" as used herein shall include any rider, endorsement, or amendment made a part of an insurance policy. The term "Policy" may also refer to formal policies adopted from time to time by the Board of Trustees.

Section 15. "Program" or "Programs" is defined to be the various economy of scale health insurance and health-related programs and administrative services offered by the Trust for the benefit of the employees and officials of the Participating Trust Members.

Section 16. "Program Manager" shall be that individual or firm designated by FADSS to assist the Trustees in the management of the Trust and who shall be knowledgeable on matters related to risk analysis, risk-sharing, risk financing and risk transfer structures and arrangements.

Section 17. "Proxy Designee" is an individual who is authorized by a Trustee to serve in his/her absence at a duly constituted meeting or teleconference of the Board for a specified length of time. The proxy designee shall be limited to an alternate superintendent, deputy superintendent, or Operator in order to ensure a knowledgeable representative is present at a duly constituted meeting or teleconference.

Section 18. "Superintendent" shall mean the person serving as superintendent of a school district.

Section 19. "Trust" is defined to mean the Florida Educator Health Trust.

Section 20. "Trustee" is the superintendent of a school district who is designated by the school board to serve on the Trust. The Trustee may appoint a designee or proxy to the Trust which person shall also be referred to herein as "Trustee."

PURPOSES OF THE TRUST

The Trust shall be a non-profit organization with the funds collected as provided herein to be used only for the purpose and in the manner set out in this Declaration and by the Bylaws and Policies promulgated and adopted pursuant to the authority granted herein. The purposes of the Trust shall be to enable the various Participating Trust Members to avail themselves of the benefits which will accrue to them in the forming of a group or groups to provide and participate in any lawfully permitted insurance, self-insurance, pooled insurance, risk management program or services of any kind, including administrative services, or to procure or create any type of lawfully permitted insurance, insurance coverage, risk management, self-insurance, pooled insurance, claims administration or other related programs and services for the benefit of Participating Trust Members pursuant to and consistent with all applicable provisions of Florida law which allow such actions. Notwithstanding the foregoing, the Trust shall not participate in the provision of property and casualty insurance in any form and shall be limited to the provision of advice and administrative services to all aspects of a participating member school board's health insurance programs.

ARTICLE IV
GENERAL TRUST PROVISIONS

Section 1. TRUSTEES. As of the date of the establishment of this Trust each Trustee representing a school board which has taken action to participate in the Trust shall be a voting Trustee of the Trust. Thereafter, each Participating Trust Member shall designate a voting Trustee to serve on the Board.

Section 2. SELECTION OF TRUSTEES. The Superintendent of each Participating Trust Member school district or his/her designee shall serve as a voting Trustee on the Board for that Participating Trust Member.

Section 3. CHAIR OF THE BOARD. A Chairperson ("Chair") of the Trust Board of Trustees ("Board") shall be elected at the initial organizational meeting of the Founding Trustees and shall serve for one year. Thereafter, the Chair shall be elected for a two-year term by the Trustees during the Trust annual meeting.

Section 4. RESIGNATION OF A TRUSTEE. Any non-superintendent Trustee may resign upon giving thirty (30) days' written/electronic notification to the Chair of the Trustees who shall immediately notify the district's superintendent of the need to designate a Successor Trustee or to reassume the office him or herself.

Section 5. REMOVAL OF A TRUSTEE. Any non-superintendent Trustee may be removed from the Board, with or without cause, by a vote of two-thirds of all the Trustees at a meeting in which a quorum is present and notice of the vote to remove a Trustee has been provided or by an absolute two-thirds of all Trustees in an action taken without a meeting (in either case the two-thirds is calculated excluding the Trustee whose continued term as a Trustee is at issue). Upon removal of a trustee, the Chair of the Trustees shall immediately notify the district's superintendent of the need to designate a Successor Trustee or to reassume the office him or herself.

Section 6. APPOINTMENT OF SUCCESSOR TRUSTEES. Upon the death, resignation or removal of a superintendent serving as Trustee, a replacement Trustee, who shall be the successor superintendent, shall be appointed forthwith by the Participating Trust Member School Board.

Section 7. COMPENSATION OF TRUSTEES. The Trustees shall not be compensated for their Trustee services, but shall be reimbursed by the Trust for reasonable and necessary expenses incurred by them in the performance of their duties in accordance with a policy adopted for the Trust.

Section 8. MEETING OF BOARD OF TRUSTEES. A meeting of the Trustees may be called at any time by the Chair by giving at least ten (10) days' written/electronic notice to all Trustees. A meeting of the Trustees may also be called by any three (3) of the Trustees upon giving at least ten (10) days' written/electronic notice to all Trustees. An emergency meeting may be called by the Chair or any two (2) Trustees with no less than three (3) business days' notice to all Trustees unless the majority of Trustees agree to meet as soon as possible to address an immediate issue.

A majority of the Trustees, including a proxy designee authorized by a Trustee, shall constitute a quorum for a duly constituted Board meeting or teleconference. Each Trustee who is unable to attend a Board meeting or participate in a teleconference shall appoint a proxy designee to sit and act on his/her behalf. The Trustee shall be responsible for notifying the Chair or the Trust in writing or electronically of the proxy designee's name and the specific length of time the designation is to be valid. The Chair shall declare vacant the office of any non-superintendent Trustee who misses two (2) consecutive Board meetings without appointment of a proxy designee and shall immediately notify the district's superintendent of the need to designate a Successor Trustee.

Section 9. REQUIRED VOTE OF TRUSTEES. The Board may take action during any duly constituted meeting or a teleconference provided a quorum is present. Any such action of the Board shall require a majority vote of those in attendance unless otherwise required herein. All meetings shall be either in person or via teleconference.

A voting Trustee who is unable to attend a meeting or participate in a teleconference is responsible for appointing a proxy designee and shall notify the Chair in writing or electronically of the proxy designee's name and the specific length of time the designation is to be valid. The proxy designee shall exercise the same voting rights as the absent voting Trustee for the specified period as provided herein.

Any action that may be taken at a meeting of Trustees may be taken without a meeting or notice if a consent in writing, setting forth the action so taken, shall be signed by the Trustees having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Trustees entitled to vote thereon were present and voted with respect to the subject matter thereof, and such consent shall have the same force and effect as a vote of Trustees taken at such a meeting. An electronic communication sent to all Trustees or their proxies setting forth the action so taken shall satisfy the notice requirements of this Section. An electronic response from a Trustee or their proxy indicating their agreement or disagreement to the action shall have the same force and effect as a vote given in person.

Section 10. DESIGNATION OF CHAIR AS MANAGING TRUSTEE. The Trustees may designate the Chair as the Managing Trustee and authorize him/her to execute certain instruments in the name of the Trust.

Section 11. DESIGNATION OF EXECUTIVE COMMITTEE. The Trust shall have an Executive Committee composed of: the Chair, Vice-Chair, and three (3) other Trustees as determined and appointed by the Chair, a non-voting Secretary appointed by the Chief Executive Officer of FADSS, as well as three non-voting Operators appointed by the Program Manager one of whom shall be the person who serves as the Chief Executive Officer of FADSS, or his or her designee who shall be the Chief Executive Officer of the Trust, and one of whom shall be the person who serves as the Chief Financial Officer of FADSS, or his or her designee who shall be the Treasurer of the Trust. The purpose of the Executive Committee shall be to make decisions regarding Trust matters between Board meetings or regarding Trust matters in critical situations when time does not allow for convening of a Board meeting or a teleconference with a majority of the Trustees. A quorum of the Executive Committee shall be three voting members. The Executive Committee shall advise the full Board of action taken by said Committee within forty-eight (48) hours by email or telephone call.

Section 12. MANAGEMENT OF THE TRUST. The Board shall have absolute and exclusive power and authority to manage the Trust property and to conduct the Trust business to the same extent as if such Trustees were the owners of such property limited only as specifically set forth in this Declaration and Bylaws. The Board may take action during a duly constituted meeting or teleconference, provided a quorum is present. Any such action of the Board shall require a majority vote of those in attendance. The Board's powers shall include, but not be limited to:

(a) Making and entering into such contracts as they deem expedient to accomplish the purposes of the Trust;

(b) Purchasing or otherwise acquiring real or personal property as permitted by law, and selling, exchanging, mortgaging, granting a security interest, pledging, or in any manner dealing with the Trust funds or any part thereof or any interest therein, upon such terms and for such consideration as they deem proper;

(c) Prosecuting and defending all actions affecting the Trust, and compromising or settling any suits, claims, or demands, or waiving or releasing any rights relating to the Trust; and,

(d) Employing or engaging officers, agents, contractors, Program Manager, attorneys, and employees including the delegation of authority, except as otherwise limited by this Declaration, to one or more of their number (who may be designated as constituting a Committee of the Trustees) or to officers, employees, or agents of the Trust the doing of such things and taking of such action as the Trustees may deem expedient and appropriate in furtherance of the business affairs and purposes of the Trust.

(e) Appointment of one or more technical advisory committees to advise, review and make recommendations as to the activities of the Trust. Such committee or committees shall be composed of individuals with knowledge and technical expertise as to the affairs of the Trust and shall serve at the pleasure of the Trustees and may be removed at any time by the Trustees without cause. Any such committee shall be chaired by at least one Trustee.

No court shall substitute its judgment for that of the Board in the making of any decisions relative to the management and administration of the Trust.

Section 13. LIABILITY OF TRUSTEES. The Trustees shall use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by an agent, employee or attorney selected with reasonable care; nor for the loss incurred through investment of Trust money, or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. The Trustees shall not be required to give a bond or other security to guarantee the faithful performance of their duties hereunder.

Section 14. INDEMNIFICATION OF TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS. The Trust shall indemnify and hold harmless to the full extent permitted by Florida law, any person who is or was a Trustee, officer, employee, Program Manager, Operator, or agent of the Trust. The Trust may purchase and maintain insurance on behalf of any person who is or was a Trustee, attorney, officer, employee, Program Manager, Operator, contractor or agent of the Trust, against any liability asserted against any of them and incurred by any of them in any such capacity, or arising from their status as such, regardless of whether the Trust had the power to indemnify them against such liability.

Section 15. PRINCIPAL OFFICE OF TRUST. The principal office of the Trust is located at 208 S. Monroe Street, Tallahassee, Florida 32301.

ARTICLE V
PROVISIONS FOR PARTICIPATION IN THE TRUST AND RISK SHARING POOLS

Section 1. PARTICIPATION IN THE TRUST AND RISK SHARING POOLS. A Florida school district may become a Participating Trust Member in any program established and administered by the Trust by making application for participation in a form prescribed by the Trust, paying any contributions determined by the Board on the basis of the service to be provided in that particular program, agreeing to be bound by the Trust, its Bylaws and Policies, and satisfying all requirements of the Trust for the participation requested. The school district shall be notified in writing or electronically by the Trust if accepted as a Participating Trust Member. As a Participating Trust Member, a school district may apply to be included in a separate affiliated risk sharing pool by making application to the Trust, providing necessary financial and operational information, and being approved by the risk sharing pool.

Section 2. CONTRIBUTION REQUIREMENTS FOR TRUST MEMBERS. A school district that is accepted as a Participating Trust Member shall thereafter pay contributions, including an initial capital contribution in an amount determined by the Board, on such dates and in such amounts as the Board shall require for providing group health self-insurance, health insurance or related health programs under each program and for administering the Trust. The Participating Trust Member shall comply with such decisions and policies and procedures promulgated or adopted by the Board. It is specifically understood that the Board may determine the amounts of contributions required and the periods covered with authority to differentiate in the rates charged Participating Trust Members based on their loss experience.

The participation under each coverage program shall continue until the program has been terminated, except that the failure of a Participating Trust Member to pay contributions or to comply with such policies and procedures as may be required by the Board, including the provision of adequate risk sharing data including, but not limited to compliance analysis, financial analysis, wellness program analysis, and contract effectuations analysis, shall be grounds for termination as a Participating Trust Member from the Trust. If a Participating Trust Member exceeds the loss fund contribution available to pay its claim after termination, the Trust may request additional funds to pay outstanding claims and claim expenses or return the open claims to the school district or to its third-party administrator for claims. The Trust is limited in paying claims for terminating or withdrawing Participating Trust Member school districts to those funds and interest available as provided by the specific school district.

Each Participating Trust Member shall be responsible for its own respective liability under the loss fund contribution upon departure from the Trust. A Participating Trust Member that departs in deficit with respect to its particular loss fund contribution shall reimburse the Trust for said deficit. The Trust retains the right to seek such reimbursement which will include costs incurred by the Trust for the reimbursement, including attorney's fees.

The liabilities of a departing Participating Trust Member that is in deficit with respect to the loss fund contribution shall not be paid by the remaining members of the Trust through an assessment, nor shall such remaining school districts of the Trust be jointly and severally liable for the departing Participating Trust Member's deficit. Any monies that are owed to a departing Participating Trust Member with respect to its yearly loss fund contribution shall be paid by the Trust. The loss fund is reserve dollars set aside as required by actuarial calculations for future payment of claims within the Self-Insured Retention limits of the Trust.

Section 3. INTEREST OF THE SCHOOL DISTRICTS; PERSONS INSURED AND PERSONS CLAIMING THROUGH THEM. Neither the Participating Trust Member, person insured, nor person claiming insurance benefits or otherwise, shall have any claim against any funds or property of the Trust. The rights and interests of persons insured and persons claiming by or through them shall be limited to the insurance benefits specified in the policies or self-insurance programs involving programs established by Florida Statutes. Participating Trust Members may appeal claims to the Trustees. The final action of the Board shall be considered the final action of the claim.

Section 4. TRUST OR PROGRAM WITHDRAWAL OR TERMINATION. Any Participating Trust Member may withdraw from the Trust or terminate participation in a Trust sponsored program only pursuant to the provisions of Section 624.46223, Florida Statutes, by providing written notice to the Trust. As required by law, a Participating Trust Member may not be required to provide more than 45 days' notice of the Member's intention to withdraw. Intent to withdraw or terminate participation shall be made as an official school board action of the Participating Trust Member. Once written/electronic notice is given to the Trust's Executive Director, a Participating Trust Member shall have no vote regarding any program renewal or selection of program options from which the Participating Trust Member has withdrawn and shall not be included in any renewal or bid quote. A Participating Trust Member may rescind a letter of intent to withdraw or terminate by sending written/electronic notification to the Trust's Executive Director prior to the effective withdraw or termination date.

Once a Participating Trust Member has elected to withdraw from a specific program or service offering of the Trust it is not eligible to participate in that program for at least one (1) program year from the date of withdrawal. That

decision to re-participate must be an official school board action of the Participating Trust Member.

For any and all program or service offering terminations, the Participating Trust Member shall remain liable to continue to make all contributions required to be paid until the end of the program year in effect at the time of the exercise of the withdrawal or termination even if such contributions and liabilities extend beyond the date of the withdrawal by the Participating Trust Member.

Any Participating Trust Member that withdraws completely or terminates participation in any Trust sponsored program shall have no immediate right or claim to any part of its current balance of loss fund contributions in excess of claims incurred. However, if there are excess loss fund contributions for any one (1) program year after all claims and related liabilities have been closed, as determined by the Trustees and the Trust actuary, the withdrawing Participating School Member shall be refunded any remaining balance. A terminating Participating Trust Member shall not share in any Trust surplus funds.

Claims being administered by the Trust for Participating Trust Members that terminate their membership with the Trust shall remain with the Trust until closure due to aggregate and excess requirements. Processing of said claims for terminating school districts shall be at an appropriate administrative fee for which the school district shall be responsible to promptly pay.

The Trust may terminate the participation of any Participating Trust Member in the event, in the sole determination of the Board, that the Participating Trust Member has failed to comply with any of the policies, rules, and regulations established by the Board for participation in the Trust and after failure of the Participating Trust Member to comply with any rehabilitation required for the Participating Trust Member by the Trust.

ARTICLE VI
PROGRAMS

Section 1. PROCURING OF POLICIES. The Board may procure a policy or policies or master contract from insurance carriers or service companies selected by the Board and providing such form of insurance and/or service as determined by the Board. Additional policies providing any such insurance or service as the Board deems appropriate may be procured anytime thereafter. The term "policy" as used herein shall include any rider, endorsement, or amendment made a part of an insurance policy. The Board is further empowered to enter into service agreements as it determines to be in the best interest of the Trust and/or its Participating Trust Members.

Section 2. CONTROL OF BOARD. The Board shall agree with such insurance carriers upon the provisions of the policy or policies and the requirements for insurance there under for such Participating Trust Members as may elect to participate in the plan. All rights and privileges granted to the policyholder by a policy or allowed by the insurance carrier shall be vested in the policyholder, except as hereinafter provided. The Board may enter into such other agreements with insurance carriers and/or service companies, as they deem necessary or advisable in regard to any such insurance or service within the purposes of the Trust.

Section 3. GROUP PROGRAMS. The Trust shall be authorized to contract with any qualified organization to perform any of the functions necessary for the carrying out of a self-insured pool arrangement, including excess loss insurance, handling of claims, administrative services and any and all other services that the Board shall deem expedient for the proper servicing of those Participating Trust Members who use the services of the Trust.

Section 4. MANAGEMENT OF THE PROGRAMS OF THE TRUST. The Trust shall have the responsibility and authority to manage the Programs offered by the Trust and to conduct the business of the Programs for the benefit of employees, their eligible dependents, and retirees of Participating Trust Members. The services to be provided by the Trust may include the following: administrative services; claims service; claims adjustment; claims administration; claims payment; loss control; prescription drug services; wellness programs, recommendations regarding settlement; selection of counsel; making recommendations for use of outside vendors to provide group health insurance and for claims administration; and such other and further services are necessary to carry out the Program. The Trust shall contract, no less than annually, for the administration of the Trust via an appropriate Administration Agreement which may include the provision of the management services, administrative services, and other staffing and services, as necessary.

Section 5. PROCUREMENT AUTHORIZATION. The Trust may procure a policy or policies or a master contract from insurance carriers or service companies to provide group health insurance or reinsurance for the Participating Trust Members and their employees. The Trust is further authorized to enter into such service agreements as it determines to be in the best interest of the Program for the benefit of Participating Trust Members and their employees. The Trust is authorized to contract with any qualified organization or entity to perform any of the functions necessary for the carrying out of a self-insured arrangement, including handling of claims, legal, actuarial and accounting services, administrative services and any and all other services that the Trust shall deem necessary for the proper servicing of the Program(s) and its participants.

ARTICLE VII
NATURE AND USE OF A FUND

Section 1. USE OF A FUND. The Board may use a fund to pay:

(a) Premiums for group policies;

(b) Premiums for bonds and errors and omissions insurance which may be required by Florida Statutes, Florida Administrative Code or action of the Board; and,

(c) All other expenses and make all payments which the Board considers necessary in establishing the Trust loss fund and administering the services of the Trust with respect to any investments, group self-insurance, insurance, or risk management program, including but not limited to, any compensation paid to any service companies, attorneys, actuaries, accountants, employees, clerical help, custodians, servants and others as the Board may deem necessary including, as determined solely by the Board, the payment of rebates or surplus funds back to Participating Trust Member.

ARTICLE VIII
DEALINGS WITH THE BOARD

No purchaser, seller, transfer agent or other person dealing with the Board or any officer, employee, Executive Director or agent of the Trust shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Board or by such officer, employee, Executive Director or agent or make inquiry concerning or be liable for the application of money or property paid, transferred or delivered to or on the order of the Board or of such officer, employee or agent.

ARTICLE IX
AMENDMENT AND TERMINATION OF THE TRUST

Section 1. AMENDMENTS TO THE AGREEMENT, DECLARATION OF TRUST, AND BYLAWS. The Board may amend the Declaration and Bylaws at any time to such extent as they deem necessary or advisable. The Declaration or Bylaws shall be amended only by a two-thirds vote of the voting Trustees present during any duly constituted Board meeting provided any proposed amendments have been sent by postal or electronic mail to all Trustees at least thirty (30) days before the scheduled meeting.

Section 2. TERMINATION. The Trust may be terminated at any time by the Board only upon the unanimous mutual consent of the Board by an instrument in writing and upon prior notice to each Participating Trust Member. Upon termination, the Trust shall pay all obligations of the Trust and distribute any remaining surplus funds in such manner as they determine fair and equitable to the Participating Trust Members.

ARTICLE X
AGENCY

The Board operates only under the provisions of this Declaration, Bylaws and Policies as agent and representative of the Participating Trust Members.

ARTICLE XI
SEVERABILITY AND SITUS OF CONSTRUCTION

Any provision of this Declaration, Bylaws or Policies prohibited by the laws of the State of Florida shall be ineffective to the extent of such prohibition without invalidating the remaining portion of this Declaration, Bylaws, or Policies.

This Trust is executed in the State of Florida and all questions pertaining to its validity, construction and administration shall be determined in accordance with the laws of such jurisdiction. Exclusive venue for any dispute with respect to this Trust shall be in Leon County, Florida.

ARTICLE XII
COUNTERPARTS

This Trust and any amendment hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

ARTICLE XIII
NOTICES

Any notice, demand, direction, request or other communication authorized or required by this Declaration (each a "Notice") shall be in writing and shall be delivered, by First Class Mail, postage prepaid, or by overnight delivery service, or by email addressed to the Participating Trust Member(s) or Trustees at the address indicated on the signature page or to addresses from which the parties have communicated previously.

Any Notice shall be deemed received only upon actual delivery at the recipient's address set, provided, however, electronic mail shall be deemed received on the date after the email was sent so long as confirmation of receipt is received by the sender. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-Business Day, shall be deemed received on the next Business Day. If any time for giving Notice contained in this Declaration would otherwise expire on a non-Business Day, the Notice period shall be extended to the next succeeding Business Day.

Any Trustee may waive the requirement of Notice being provided to him or her by signing a written waiver.

IN WITNESS WHEREOF, this FIRST RESTATEMENT FLORIDA EDUCATOR HEALTH TRUST AGREEMENT AND DECLARATION OF TRUST, containing the amendments therein, has been adopted pursuant to Article IX Section 1 of the Declaration by a vote of more than two-thirds (2/3) of the Trustees present at a meeting of the Board of Trustees which was held on the 10th day of September, 2025, who, by the execution hereof, have also waived in writing the Notice requirement provided in Article XIII of this Declaration.

Bobby Bennett
Bobby Bennett (Oct 27, 2025 17:33:31 EDT)

Dr. Bobby Bennett, Chair
Superintendent, Desoto County

Sonja Bennett
Sonja Bennett (Nov 4, 2025 17:42:11 EST)

Sonja Bennett, Vice-Chair
Superintendent, Hardee County

Mike Swindle
Mike Swindle (Oct 31, 2025 09:11:44 EDT)

Mike Swindle, Secretary
Superintendent, Hendry County

Jason Pitts (Nov 3, 2025 16:09:18 EST)

Jason Pitts, Trustee
Deputy Superintendent, Polk County

Mark Rendell
Mark Rendell (Oct 31, 2025 10:04:42 EDT)

Dr. Mark Rendell, Trustee
Superintendent, Brevard County

FLEHT
FLORIDA EDUCATOR
HEALTH TRUST

FLEHT Fee Structure

Member Employees	PEPM Rate	Initial Capilization Fee (one time fee)
1 to 2500	$22.25	$10,000.00
2501 to 6500	$20.75	$15,000.00
6501 to 15000	$17.75	$20,000.00
15001 +	$14.75	$25,000.00

*Stop Loss Commission (When applicable)	15%

*There is no charge for dependents

AGENDA ITEM NO. 14.1

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing
Action Item

Title
Naming Nomination for R. Dan Nolan Middle School Cafetorium - *Jeffers Dining Hall*

Executive Summary
During the public comments portion of the School Board meeting on Tuesday, February 24, 2026, members of the staff and faculty of R. Dan Nolan Middle School asked the School Board to consider naming the school's cafetorium "Jeffers Dining Hall." The proposed name would honor Scott Jeffers, one of the school's founding staff members, who passed away last summer. According to the name nomination form, Jeffers began his career at Nolan Middle School as an eighth-grade math teacher before transitioning into a school support specialist role. A proud military veteran, Jeffers dedicated 30 years to education. During his career, he served as an ROTC instructor at Florida Southern College in Lakeland and later taught at Lincoln Memorial Middle School before joining Nolan Middle School. The process of followed School Board policy for notifications to the public, media and the required time period of notifications.

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

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

Recommendation
Board will recommend the naming of the R. Nolan Middle School cafetorium ***Jeffers Dining Hall*** in honor of Scott Jeffers, one of the school's founding staff members, who passed away last summer.

Financial Impact
none

Contact
Submitting Department: Communications
Initiated by: Jamie Carson

AGENDA ITEM NO. 16.1

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing

Title
Year-to-Date Financial Statements Through March 31, 2026 (No Financial Impact)

Executive Summary
Florida Administrative Code Rule 6A-1.008, requires the Superintendent to submit a financial statement to the Board at least monthly.

General Fund - Revenues exceeded expenditures and transfers by approximately $27.2 million through the month of March. Revenues have increased 1.4% and expenditures have increased 8.5% over March 2025.

The beginning unassigned fund balance as of July 1, 2025, was $58.6 million. The District's unassigned fund balance is projected to be a positive $48.9 million by June 30, 2026.

Capital Projects Funds - Expenditures exceeded revenue by $41.2 million through the month of March 2026. The expenses are in line with the amounts budgeted for ongoing Capital projects.

Food Service Fund - Expenditures exceeded revenues by $885,371 through the month of March, resulting in an ending fund balance of $10.5 million at the end of March 2026. Expenditures exceeded revenues due to the additional materials and supplies for the beginning of the year.

Internal Service Funds - Revenues exceeded expenditures by approximately $780,374 through the month of March 2026.

- Health Insurance Fund - Revenue exceeded expenditures by approximately $1.1 million through the month of March, resulting in an ending net position of $14.1 million at the end of March 2026.
- Workers' Compensation Fund - Expenditures exceeded revenues by approximately $305,665 through the month of March, resulting in an ending net position of $4.7 million at the end of March 2026. Expenditures are in line with prior year claims and amounts budgeted through March 2026.

Contact
Submitting Department: Finance
Initiated By: Cathy Miley, Director of Finance

Attachments:
Financial Statements March 2026

The School District of Manatee County

Year to Date Financial Report

through the

Period Ending March 31, 2026

(Unaudited)

School District of Manatee County, Florida
Balance Sheet (Unaudited)
March 31, 2026

	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds *	Internal Service Funds	Trust & Agency Funds	Total March 2026	Total March 2025
Assets									
Current Assets									
Cash	$ 193,570,421	$ 15,744,409	$ 286,567,858	$ 7,669,664	$ -	$ 34,180,370	$ 2,066,921	$ 539,799,642	668,493,279
Taxes Receivable	-	-	-	-	-	-	-	-	-
Accounts Receivable	1,439,628	-	-		1,284	51,778	79,502	1,572,192	1,630,599
Due From/(To)	1,922,420	-	-	-	(1,922,420)	-		-	-
Inventory	527,419	-	-	707,677		-	-	1,235,096	1,173,045
Investments	-	26,439	-	-	-	-	-	26,439	33,736
Other Current Assets									
Deposits Receivable	-	-	-		-	-	-	-	-
Prepaid Expense	-	-	-	-	-	-	-	-	-
Due From Other Agencies	165,704	-	5,117,531	2,330,893	2,155,272	69,572	-	9,838,971	13,058,155
Total Assets	**$ 197,625,592**	**$ 15,770,848**	**$ 291,685,389**	**$ 10,708,234**	**$ 234,136**	**$ 34,301,720**	**$ 2,146,423**	**$ 552,472,341**	**684,388,814**
Liabilities									
Current Liabilities									
Salaries & Wages Payable	33,591,978	-	-	-	-	-	-	33,591,978	26,837,934
Payroll Deductions & WH	12,877,875	-	-	-	-	-	-	12,877,875	11,875,429
Accounts Payable	3,273,986	-	667,822	57,841	234,136	1,046,177	45	5,280,007	4,894,471
Construction Payable	-	-	7,530,203	-	-	-	-	7,530,203	7,093,206
Retainage Payable	-	-	-	-	-	-	-	-	-
Other Current Liabilities					-				
Matured Bond/Interest Payable	-	-	-	-	-	-	-	-	-
Accrued Interest Payable	-	-	-	-	-	-	-	-	-
Due To Other Agencies	-	-	-	-	-	-	-	-	-
Sales Tax Payable	19	-	-	-	-	-	-	19	-
Estimated Unpaid Claims	-	-	-	-	-	14,408,082	-	14,408,082	16,143,342
Long-Term Liabilities	-	-	-	-	-	-	-	-	-
Other Credits									
Section 1011.13 Loan	-	-	-	-	-	-	-	-	-
Unearned Revenue	(7,425)	-	2,200,000	166,139	-	-	-	2,358,714	(6,626)
Deferred Revenue	-	-	4,742,571	-	-	-	-	4,742,571	6,686,167
Total Liabilities	**$ 49,736,434**	**$ -**	**$ 15,140,595**	**$ 223,979**	**$ 234,136**	**$ 15,454,259**	**$ 45**	**$ 80,789,449**	**73,523,924**
				-					
Fund Balances									
Revenues Over (Under) Expenditures	27,160,586	864,692	(41,190,482)	(885,371)	-	780,374	419,613	(12,850,588)	151,587,941
Nonspendable									
Inventories	574,555	-	-	589,054	-	-	-	1,163,609	1,167,914
Restricted									
State Required Carryover	11,122,986	-	-	-	-	-	-	11,122,986	9,077,460
Food Services	-	-	-	10,780,571	-	-	-	10,780,571	11,938,429
Debt Service	-	14,906,156	-	-	-	-	-	14,906,156	13,864,339
Capital Projects	-	-	317,735,276	-	-	-	-	317,735,276	303,480,407
Other Purposes	17,909,866	-	-	-	-	18,067,087	1,726,764	37,703,717	31,674,687
Assigned									
Encumbrances	2,089,771	-	-	-	-	-	-	2,089,771	1,534,954
School and Local Programs	1,214,299	-	-	-	-	-	-	1,214,299	2,156,312
Unassigned	87,817,095	-	-	-	-	-	-	87,817,095	84,382,446
Total Fund Balances	147,889,158	15,770,848	276,544,793	10,484,254	-	18,847,461	2,146,377	471,682,892	610,864,890
Total Liabilities & Fund Balances	**$ 197,625,592**	**$ 15,770,848**	**$ 291,685,389**	**$ 10,708,234**	**$ 234,136**	**$ 34,301,720**	**$ 2,146,423**	**$ 552,472,341**	**684,388,814**

*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 March 31, 2026

	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds*	Internal Service Funds	Trust & Agency Funds	Total March 2026	Total March 2025
REVENUES									
Federal Direct	$ 513,980	$ 477,856	$ -	$ -	$ 2,451,636	$ -	$ 167,591	$ 3,611,063	3,213,444
Federal Through State	1,832,551	-	484,538	21,179,488	27,306,734	-	-	50,803,311	66,358,463
State	147,156,410	-	7,190,011	300,140	-	-	-	154,646,561	150,733,975
Local	365,801,858	471,567	180,463,596	5,871,826	-	50,813,643	559,333	603,981,823	584,477,515
Total Revenues	515,304,799	949,423	188,138,144	27,351,454	29,758,370	50,813,643	726,924	813,042,758	804,783,397
EXPENDITURES									
Instruction	320,187,288	-	-	-	16,096,121	-	303,187	336,586,596	330,056,208
Student Support Services	22,951,940	-	-	-	1,447,898	-	324	24,400,162	23,428,337
Instructional Media Services	4,837,213	-	-	-	-	-	1,737	4,838,950	4,514,949
Instruction & Curriculum Development	8,534,429	-	-	-	7,503,142	-	-	16,037,571	15,538,094
Instructional Staff Training Services	3,669,646	-	-	-	3,216,566	-	-	6,886,212	5,499,318
Instruction Related Technology	-	-	-	-	-	-	-	-	189
School Board	865,765	-	-	-	-	-	-	865,765	679,025
General Administration	3,176,055	-	-	-	1,244,194	-	629	4,420,878	4,380,557
School Administration	29,554,303	-	-	-	76,340	-	-	29,630,643	27,524,710
Facilities Acquisition & Construction	6,367,867	-	201,343,459	-	-	-	-	207,711,326	217,763,676
Fiscal Services	2,762,768	-	-	-	32	-	-	2,762,801	2,712,959
Food Services	-	-	-	28,237,925	-	-	-	28,237,925	26,937,003
Central Services	13,507,747	-	-	-	18,869	50,033,269	-	63,559,885	58,171,183
Student Transportation	16,088,682	-	-	-	155,208	-	-	16,243,891	14,186,382
Operation of Plant	40,302,970	-	-	-	-	-	-	40,302,970	35,921,874
Maintenance of Plant	9,153,193	-	-	-	-	-	-	9,153,193	7,768,080
Administrative Technology Services	6,875,160	-	-	-	-	-	1,433	6,876,593	6,657,020
Community Services	5,913,997	-	-	-	-	-	-	5,913,997	5,971,230
Debt Service	1,015,617	22,982,256	1,218,357	-	-	-	-	25,216,230	21,207,595
Total Expenditures	495,764,641	22,982,256	202,561,816	28,237,925	29,758,370	50,033,269	307,310	829,645,589	808,918,390
Excess (Deficiency) of Revenue Over (Under) Expenditures	19,540,158	(22,032,833)	(14,423,672)	(886,471)	-	780,374	419,613	(16,602,831)	(4,134,993)
Other Financing Sources (Uses)									
Other Financing Sources	1,954,507	-	1,796,636	1,100	-	-	-	3,752,243	155,722,935
Other Financing Uses	-	-	-	-	-	-	-	-	-
Transfers In	5,665,921	22,897,525	-	-	-	-	-	28,563,446	33,885,645
Transfers Out	-	-	(28,563,446)	-	-	-	-	(28,563,446)	(33,885,645)
Total Other Financing Sources (Uses)	7,620,428	22,897,525	(26,766,810)	1,100	-	-	-	3,752,243	155,722,935
Net Change in Fund Balance	27,160,586	864,692	(41,190,482)	(885,371)	-	780,374	419,613	(12,850,588)	151,587,941
Fund Balances, Beginning	120,728,572	14,906,156	317,735,276	11,369,626	-	18,067,087	1,726,764	484,533,481	459,276,949
Fund Balances, Ending	$ 147,889,158	$ 15,770,848	$ 276,544,793	$ 10,484,254	$ -	$ 18,847,461	$ 2,146,377	$ 471,682,892	610,864,890

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

Expenditures by Function
All Funds

Instruction	40.57%
Facilities Acquisition & Construction	25.04%
Central Services	7.66%
Operation of Plant	4.86%
School Administration	3.57%
Food Services	3.40%
Debt Service	3.04%
Student Support Services	2.94%
Student Transportation	1.96%
Instruction & Curriculum Development	1.93%
Maintenance of Plant	1.10%
Instructional Staff Training Services	0.83%
Administrative Technology Services	0.83%
Community Services	0.71%
Instructional Media Services	0.58%
General Administration	0.53%
Fiscal Services	0.33%
School Board	0.10%
Instruction Related Technology	0.00%
	100.00%

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
General Fund
For Month Ending March 31, 2026

	Original Budget	Current Budget	YTD Actual	Variance with Current Budget Positive (Negative)	% of YTD Actual to Current Budget	YTD Actual March 2025
REVENUES						
Federal Direct:						
Reserve Officers Training Corps (ROTC)	$ 720,000	$ 720,000	511,445	$ (208,555)	71%	$ 517,742
Miscellaneous Federal Direct	-	2,535	2,535	-	100%	780
Total Federal Direct	720,000	722,535	513,980	(208,555)	71%	518,522
Federal Through State:						
Vocational Education Act	-	17,503	17,503	-	100%	17,076
Medicaid	905,000	911,615	567,025	(344,590)	62%	691,653
Individuals with Disabilities	128,000	225,000	156,464	(68,536)	70%	214,447
Miscellaneous Federal Through State	428,000	1,256,334	1,091,559	(164,775)	87%	986,132
Total Federal Through State	1,461,000	2,410,452	1,832,551	(577,900)	76%	1,909,309
State:						
Florida Education Finance Program (FEFP)	130,545,995	118,989,428	93,962,256	(25,027,172)	79%	90,965,100
Workforce Development	10,511,121	10,511,121	7,883,334	(2,627,787)	75%	7,760,376
Workforce Education Performance Incentive	690,638	385,045	192,522	(192,523)	50%	351,822
CO&DS Withheld for Administrative Expenditures	31,200	31,200	-	(31,200)	0%	-
State License Tax	360,000	360,000	273,677	(86,323)	76%	268,722
Discretionary Lottery	-	-	-	-		-
Categorical Programs:						
Class Size Reduction Operating Funds	52,530,186	50,988,145	38,780,826	(12,207,319)	76%	38,022,134
Florida School Recognition Funds	-	1,931,965	1,931,965	-	100%	3,176,777
Voluntary Prekindergarten Program	2,414,880	2,414,880	1,840,774	(574,106)	76%	1,824,798
Other Miscellaneous State Revenue	407,325	2,885,482	2,291,056	(594,427)	79%	2,155,573
Total State	197,491,345	188,497,266	147,156,410	(41,340,856)	78%	144,525,302
Local:						
Required Local Effort & District Nonvoted Operatir	293,809,996	293,809,996	270,628,656	(23,181,340)	92%	264,396,682
District Voted Additional Operating Tax	77,237,118	77,711,974	71,599,778	(6,112,195)	92%	68,545,832
After School Tax Collector Fee	-	(1,544,742)	(1,419,251)	125,492	92%	-
Lease Revenue	265,000	304,000	290,573	(13,427)	96%	267,550
Interest on Investments	9,100,000	9,511,282	7,535,797	(1,975,485)	79%	10,535,697
Net Increase (Decrease) in Fair Value	-	858	(854)	(1,712)	-99%	2,035
Gifts, Grants and Bequests	-	2,880	2,880	-	100%	2,518
Student Fees:						
Adult Gen Ed Course Fees	179,707	179,707	117,085	(62,622)	65%	163,075
Post Secondary Vocational Ed Course Fees	2,813,910	2,813,910	1,857,932	(955,978)	66%	1,937,619
Continuing Workforce Education Course Fees	70,018	70,018	50,335	(19,683)	72%	83,796
Capital Improvement Fees	250,478	250,478	225,505	(24,973)	90%	224,067
Post Secondary Lab Fees	1,695,510	1,695,503	1,609,456	(86,046)	95%	1,544,330
Lifelong Learning Fees	1,300	1,300	785	(515)	60%	1,318
GED Testing Fees	12,000	15,604	15,604	-	100%	12,671
Other Student Fees	998,266	987,811	815,761	(172,050)	83%	937,468
Other Fees:						
Preschool Program Fees	948,420	948,420	897,486	(50,934)	95%	783,413
School Age Child Care Fees	7,308,975	7,047,351	5,485,258	(1,562,092)	78%	5,069,513
Other Schools, Courses and Classes Fees	8,200	22,125	22,125	-	100%	10,688
Miscellaneous Local:						
Bus Fees	65,000	87,785	87,785	-	100%	72,847
Transportation Services Rendered for School Activ	35,000	31,478	24,823	(6,655)	79%	17,221
Sale of Junk	-	79,769	79,769	-	100%	95,730
Receipt of Federal Indirect Cost Rate	1,400,000	1,400,000	1,256,660	(143,340)	90%	1,870,828
Other Miscellaneous Local Sources	2,291,369	3,390,404	2,668,218	(722,186)	79%	3,059,413
Refund of Prior Year's Expenditures	-	-	3,215	3,215		(7,725)
Collections for Lost, Damaged and Sold Textbook	-	-	-	-		2,269
Receipt of Food Service Indirect Costs	2,000,000	2,150,000	1,946,477	(203,523)	91%	1,700,529
Total Local	400,490,266	400,967,909	365,801,858	(35,166,051)	91%	361,329,385
Total Revenues	600,162,611	592,598,162	515,304,799	(77,293,363)	87%	508,282,517
Expenditures (by Function)						
Current:						
Instruction	444,114,162	442,531,010	320,187,288	122,343,722	72%	302,419,905
Student Support Services	30,090,443	30,367,676	22,951,940	7,415,736	76%	20,150,326
Instructional Media Services	6,002,483	6,242,625	4,837,213	1,405,412	77%	4,513,279
Instruction & Curriculum Development Services	12,196,449	12,851,528	8,534,429	4,317,098	66%	6,984,266
Instructional Staff Training Services	5,670,883	5,096,371	3,669,646	1,426,725	72%	1,162,415
Instruction-Related Technology	7	7	-	7	0%	71
School Board	1,577,882	1,642,636	865,765	776,870	53%	679,025
General Administration	4,330,652	4,697,680	3,176,055	1,521,624	68%	2,515,073
School Administration	40,399,725	40,687,805	29,554,303	11,133,503	73%	27,347,152
Facilities Acquisition & Construction	9,413,576	9,800,818	6,367,867	3,432,951	65%	6,070,813
Fiscal Services	4,216,388	4,139,185	2,762,768	1,376,417	67%	2,653,921
Food Services	-	-	-	-		-
Central Services	18,680,939	19,900,428	13,507,747	6,392,681	68%	11,582,604
Student Transportation Services	21,124,595	21,661,325	16,088,682	5,572,642	74%	14,048,743
Operation of Plant	55,703,833	56,138,751	40,302,970	15,835,781	72%	35,729,439
Maintenance of Plant	12,865,818	13,024,228	9,153,193	3,871,035	70%	7,768,080
Administrative Technology Services	9,327,047	9,582,862	6,875,160	2,707,702	72%	6,657,020
Community Services	7,442,185	7,720,025	5,913,997	1,806,028	77%	5,959,868
Debt Service	1,211,533	1,019,345	1,015,617	3,728	100%	819,552
Total Expenditures	684,368,598	687,104,305	495,764,641	191,339,664	72%	457,061,549
Excess (Deficiency) of Revenues Over (Under) Expenditures	(84,205,987)	(94,506,143)	19,540,158	114,046,300		51,220,968
OTHER FINANCING SOURCES (USES)						
Lease Agreements and SBITAs	1,418,417	1,422,487	1,422,487	-	100%	-
Other Loss Recovery	-	532,020	532,020	-	100%	-
Transfers In:						
From Capital Project Funds	25,825,797	25,813,339	5,665,921	(20,147,418)	22%	15,282,613
From Special Revenue Funds	-	-	-	-		5,926
Transfers Out:						
To Capital Project Funds	-	-	-	-		(636,046)
To Internal Service Funds		-	-	-		-
Total Other Financing Sources (Uses)	27,244,215	27,767,845	7,620,428	(20,147,418)	27%	14,652,493
Net Change in Fund Balance	(56,961,772)	(66,738,297)	27,160,586	93,898,883		65,873,461
Fund Balance, Beginning	120,728,572	120,728,572	120,728,572	-		112,741,820
Nonspendable	574,555	574,555		-		-
Restricted	4,561,108	4,561,108		-		-
Assigned	-	-		-		-
Unassigned	58,631,137	48,854,612		-		
Fund Balance, Ending	$ 63,766,800	$ 53,990,275	147,889,158	$ 93,898,883		$ 178,615,280

Expenditures by Function
General Fund

Instruction	64.58%
Operation of Plant	8.13%
School Administration	5.96%
Student Support Services	4.63%
Student Transportation Services	3.25%
Central Services	2.72%
Maintenance of Plant	1.85%
Instruction & Curriculum Development Services	1.72%
Administrative Technology Services	1.39%
Facilities Acquisition & Construction	1.28%
Community Services	1.19%
Instructional Media Services	0.98%
Instructional Staff Training Services	0.74%
General Administration	0.64%
Fiscal Services	0.56%
Debt Service	0.20%
School Board	0.17%
Food Services	0.00%
Instruction-Related Technology	0.00%
	100.00%

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Debt Service Funds
For Month Ended March 31, 2026

	Original Budget	Current Budget	YTD Actuals	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual March 2025
REVENUES						
Federal Direct:						
Miscellaneous Federal Direct	$ 1,005,960	$ 1,005,960	$ 477,856	$ (528,104)	48%	$ 480,361
Total Federal Direct	1,005,960	1,005,960	477,856	(528,104)		480,361
State:						
CO&DS Withheld for Bonds	346,650	346,650	-	(346,650)	0%	-
SBE/COBI Bond Interest	1,400	1,400	-	(1,400)	0%	-
Total State	348,050	348,050	-	(348,050)	0%	-
Local:						
Interest on Investments	400,000	390,871	601,714	210,843	154%	559,015
Net Increase (Decrease) in the Fair Value	-	85,882	(130,148)	(216,030)	-152%	(94,633)
Total Local	400,000	476,753	471,567	(5,186)	99%	464,382
Total Revenues	1,754,010	1,830,763	949,423	(881,340)	52%	944,743
EXPENDITURES						
Current:						
Redemption of Principal	23,235,363	19,965,363	8,580,000	11,385,363	43%	8,175,000
Interest	23,093,659	25,460,197	14,378,811	11,081,386	56%	9,763,401
Dues and Fees	16,360	26,295	23,445	2,850	89%	12,860
Other Debt Service	-	-	-	-		-
Total Debt Service	46,345,382	45,451,855	22,982,256	22,469,599	51%	17,951,261
Total Expenditures	46,345,382	45,451,855	22,982,256	22,469,599	51%	17,951,261
Excess (Deficiency) of Revenues Over (Under) Expenditures	(44,591,372)	(43,621,092)	(22,032,833)	21,588,258		(17,006,519)
OTHER FINANCING SOURCES (USES)						
Transfers In:						
From Capital Project Funds	44,991,372	44,087,910	22,897,525	(21,190,385)	52%	17,961,060
Other Financing Sources						
Fair Value of Refunding Bonds	-	-	-	-		-
Premium on Refunding Bonds	-	-	-	-		-
Other Financing Sources	-	-	-	-		-
Total Transfers In & Other Financing Sources	44,991,372	44,087,910	22,897,525	(21,190,385)		17,961,060
Total Other Financing Sources (Uses)	44,991,372	44,087,910	22,897,525	(21,190,385)	52%	17,961,060
Net Change in Fund Balances	400,000	466,818	864,692	397,874		954,541
Fund Balances, Beginning	14,914,703	14,906,156	14,906,156	-		13,864,339
Fund Balances, Ending	$ 15,314,703	$ 15,372,974	$ 15,770,848	$ 397,874		$ 14,818,880

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Capital Project Funds
For Month Ended March 31, 2026

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual March 2025
REVENUES						
Federal Through State:						
MIscellaneous Federal Through State	$ -	$ 484,538	$ 484,538	$ -	100%	$ -
Total Federal Through State	-	484,538	484,538	-	100%	-
State:						
CO&DS Distributed	$ 1,771,556	$ 1,771,556	$ -	$ 1,771,556	0%	$ -
Interest on CO&DS	55,566	55,566	-	55,566	0%	-
Public Education Capital Outlay PECO	5,276,120	5,276,120	1,685,386	3,590,734	32%	748,001
Charter School Cap Outlay PECO	6,712,833	6,712,833	5,056,169	1,656,664	75%	4,520,611
Other Miscellaneous State Revenue	1,599,733	1,599,733	448,456	1,151,277	28%	790,918
Total State Sources	15,415,807	15,415,807	7,190,011	8,225,796	47%	6,059,530
Local:						
District Capital Taxes	115,855,677	115,855,677	106,706,650	9,149,027	92%	104,267,985
Local Sales Tax	54,891,909	54,891,909	32,613,423	22,278,486	59%	31,542,509
Interest on Investments	4,200,000	6,503,762	6,503,762	-	100%	5,343,234
Sale of Junk	-	37,816	37,816	-	100%	-
Other Miscellaneous Local Sources	79,875	79,875	75,529	4,346	95%	33,690
Impact Fees	36,650,000	41,650,000	34,524,816	7,125,184	83%	27,535,149
Refund of Prior Year Expense	-	1,601	1,601	0	100%	-
Total Local Sources	211,677,461	219,020,640	180,463,596	38,557,044	82%	168,722,567
Total Revenues	227,093,268	234,920,985	188,138,144	46,782,840	80%	174,782,097
EXPENDITURES						
Capital Outlay:						
Buildings and Fixed Equipment	495,634,088	476,332,466	127,951,616	348,380,850	27%	152,973,341
Furniture, Fixtures, and Equipment	25,251,488	27,091,943	15,617,762	11,474,181	58%	14,752,656
School Buses	3,326,217	3,326,217	3,326,217	-	100%	447,513
Motor Vehicles	350,000	800,000	332,595	467,405	42%	999,222
Land	5,450,000	5,450,000	1,797,461	3,652,539	33%	2,334,544
Improvements Other Than Buildings	6,540,321	7,387,767	4,288,851	3,098,916	58%	1,097,834
Remodeling and Renovation	80,990,688	78,173,979	33,408,411	44,765,567	43%	30,169,554
Computer Software	5,205,666	5,107,184	4,243,426	863,758	83%	3,727,671
Total Capital Outlay	622,748,467	603,669,555	190,966,338	412,703,217	32%	206,502,335
Other Expenses:						
Charter School Capital Outlay 1.5 M	8,354,546	8,008,769	8,008,769	-	100%	5,190,528
Charter School Capital Outlay Sales Tax	4,370,557	4,370,557	2,368,352	2,002,205	54%	-
Total Other Expenses	12,725,103	12,379,326	10,377,121	2,002,205		5,190,528
Debt Service:						
Redemption of Principal	1,648,608	1,405,619	1,070,536	335,083	76%	1,391,028
Interest	-	147,821	147,821	-	100%	102,777
Dues and Fees	-	-	-	-		942,977
Total Debt Service	1,648,608	1,553,440	1,218,357	335,083	78%	2,436,782
Total Expenditures	637,122,179	617,602,321	202,561,816	415,040,505	33%	214,129,645
Excess (Deficiency) of Revenues Over (Under) Expenditures	(410,028,910)	(382,681,336)	(14,423,672)	368,257,664		(39,347,548)
OTHER FINANCING SOURCES (USES)						
Loans	-	-	-	-		-
Lease Agreements and SBITAs	-	-	-	-		2,196,322
Insurance Loss Recovery	-	1,811,394	1,796,636	14,758	99%	2,450,089
Certificates of Participation Issued	229,500,000	229,500,000	-	229,500,000	0%	135,940,000
Premiums on Certificates of Participation Issued	-	-	-	-		15,135,484
Proceeds of Lease-Purchase Agreements	-	-	-	-		-
Transfers In:						
From General Fund	-	-	-	-		636,046
Transfers Out:						
To General Fund	(25,825,797)	(25,813,339)	(5,665,921)	(20,147,418)	22%	(15,282,613)
To Debt Service	(44,991,372)	(44,087,910)	(22,897,525)	(21,190,385)	52%	(17,961,060)
Total Transfers	(70,817,169)	(69,901,249)	(28,563,446)	(41,337,802)		(33,243,672)
Total Other Financing Sources (Uses)	158,682,831	161,410,145	(26,766,810)	(188,176,956)	-17%	123,114,268
Net Change in Fund Balances	(251,346,080)	(221,271,191)	(41,190,482)	180,080,709		83,766,720
Fund Balances, Beginning	317,619,648	317,735,276	317,735,276	-		303,480,407
Fund Balances, Ending	$ 66,273,569	$ 96,464,085	$ 276,544,793	$ 180,080,709		$ 387,247,127

Expenditures by Object
Capital Projects Funds

New Construction	67.00%
Remodeling and Renovation	17.49%
Furniture, Fixtures, and Equipment	8.18%
Improvements Other Than Buildings	2.25%
Computer Software	2.22%
School Buses	1.74%
Land	0.94%
Motor Vehicles	0.17%
Library Books	0.00%
Audio Visual Materials	0.00%
	100.00%

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Food Service Funds
For Month Ended March 31, 2026

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual March 2025
REVENUES						
Federal Through State:						
Fresh Fruit & Vegetables	$ -	$ -	-	$ -		$ 42,212
School Lunch Reimbursement	19,863,832	19,863,832	14,130,162	5,733,670	71%	14,086,197
School Breakfast Reimbursement	7,286,865	7,286,865	5,448,307	1,838,558	75%	5,217,539
After-School Snack Reimbursement	206,436	206,436	167,478	38,958	81%	141,957
Child Care Food Program	1,252,392	1,252,392	875,955	376,437	70%	897,181
USDA Donated Commodities	2,213,190	2,213,190	-	2,213,190	0%	-
Cash n Lieu of Donated	82,342	82,342	58,079	24,263	71%	60,757
Summer Food Service Program	-	-	327,522	(327,522)		-
Other Food Service Revenue	-	5,422	4,043	1,380	75%	34%
Miscelleneous Federal Through State	-	-	167,943	(167,943)		25,471
Total Federal Through State	30,905,057	30,910,479	21,179,488	9,730,992	69%	20,471,315
State:						
School Breakfast Supplement	142,608	142,608	150,310	(7,702)	105%	71,304
School Lunch Supplement	155,678	155,678	149,830	5,848	96%	77,839
Other Miscellaneous State	-	-	-	-		-
Total State	298,286	298,286	300,140	(1,854)	101%	149,143
Local:						
Interest on Investments	201,500	201,500	224,716	(23,216)	112%	265,386
Student Lunches	4,254,964	4,254,964	3,681,518	573,446	87%	3,123,571
Student Breakfasts	-	-	-	-		-
Adult Breakfast/Lunch	190,200	190,200	91,639	98,561	48%	82,757
Student/Adult Ala Carte	2,400,000	2,400,000	1,729,596	670,404	72%	1,752,807
Catering/Special	47,500	47,500	38,976	8,524	82%	33,155
Other Food Sales	-	-	10	(10)		-
Vending Sales	-	-	-	-		-
Cash Over/(Short)	-	-	(210)	210		(321)
Sale of Junk	-	-	395	(395)		1,989
Other Miscellaneous Local Sources	150,000	150,000	105,187	44,813	70%	115,067
Refund of Prior Year Expense	-	-	-	-		-
Total Local	7,244,164	7,244,164	5,871,826	1,372,337	81%	5,374,411
Total Revenues	38,447,507	38,452,929	27,351,454	11,101,475	71%	25,994,869
EXPENDITURES						
Current:						
Salaries	10,113,772	10,076,796	7,575,212	2,501,584	75%	7,035,907
Employee Benefits	4,147,658	4,098,908	3,345,275	753,632	82%	3,107,981
Purchased Services	819,692	834,463	457,940	376,522	55%	357,839
Energy Services	640,000	640,000	458,504	181,496	72%	391,828
Materials and Supplies	20,908,806	21,006,047	14,112,656	6,893,391	67%	14,135,074
Capital Outlay	591,760	571,710	331,000	240,710	58%	195,365
Other Expenses	2,124,000	2,124,286	1,957,338	166,948	92%	1,713,009
Total Food Service	39,345,688	39,352,210	28,237,925	11,114,285	72%	26,937,003
Total Expenditures	39,345,688	39,352,210	28,237,925	11,114,285	72%	26,937,003
Excess (Deficiency) of Revenues Over (Under) Expenditures	(898,181)	(899,281)	(886,471)	(12,810)		(942,134)
OTHER FINANCING SOURCES (USES)						
Other Loss Recovery	150	1,200	1,100	(100)	92%	1,040
Transfers Out:						
To General Fund	-	-	-	-		(5,926)
	-	-	-	-		-
Total Other Financing Sources (Uses)	150	1,200	1,100	100		(4,886)
Net Change in Fund Balance	(898,031)	(898,081)	(885,371)	(12,710)		(947,020)
Fund Balance, Beginning	11,369,626	11,369,626	11,369,626	-		12,588,545
Fund Balance, Ending	$ 10,471,594	$ 10,471,544	10,484,254	$ (12,710)		$ 11,641,525

Expenditures by Object
Food Service Funds

Materials and Supplies	49.98%
Salaries	26.83%
Employee Benefits	11.85%
Other Expenses	6.93%
Energy Services	1.62%
Purchased Services	1.62%
Capital Outlay	1.17%
	100.00%

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Other Special Revenue Funds*
For Month Ended March 31, 2026

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual March 2025
REVENUES						
Federal Direct:						
Pell	$ -	$ 2,040,539	2,067,433	$ (26,893)	$ 1	$ 1,728,468
Miscellaneous Federal Direct	89,369	89,369	384,203	(294,834)	430%	249,264
Total Federal Direct	89,369	2,129,908	2,451,636	(321,728)	115%	1,977,732
Federal Through State:						
Career and Technical Education	-	983,669	777,160	206,509	79%	459,271
Teacher/Principal Training & Recruiting	-	1,761,606	1,462,050	299,556	83%	1,339,950
Adult Migrant Education	-	237,195	183,799	53,396	77%	224,993
Eng Lit and Civics Education	-	-	92,739	(92,739)		106,190
Individuals with Disabilities Education Act	16,906,727	17,603,105	12,050,171	5,552,935	68%	11,788,822
Elementary and Secondary Education Act Title I	11,682,456	16,055,518	9,439,989	6,615,529	59%	12,190,472
Language Instruction Title III	-	1,197,236	922,294	274,942	77%	845,104
Adult General Education	-	859,535	526,111	333,424	61%	619,027
21st Century Schools - Title IV	-	1,270,616	881,703	388,913	69%	858,544
Educational Stabilization Funds - K-12	-	-	(594)	594		14,902,291
Educational Stabilization Funds - Workforce		-	-	-		(529)
Other Federal Through State	679,243	1,315,264	971,312	343,952	74%	643,704
Total Federal Through State	29,268,426	41,283,744	27,306,734	13,977,010	66%	43,977,840
Total Revenues	29,357,795	43,413,653	29,758,370	13,655,282	69%	45,955,572
EXPENDITURES						
Current:						
Instruction	18,510,352	22,950,768	16,096,121	6,854,647	70%	27,315,285
Student Support Services	985,859	2,379,567	1,447,898	931,669	61%	3,277,518
Instructional Media Services	-	48,000	-	48,000	0%	-
Instruction and Curriculum Development Services	7,894,639	10,955,111	7,503,142	3,451,970	68%	8,551,447
Instructional Staff Training Services	1,185,475	4,547,864	3,216,566	1,331,298	71%	4,336,904
Board	-	-	-	-		-
Instruction Related Technology	2,454	2,454	-	2,454	0%	119
General Administration	708,725	1,886,708	1,244,194	642,514	66%	1,863,360
School Administration	-	41,543	76,340	(34,798)	184%	177,558
Facility Acquisition & Construction	-	-	-	-		-
Fiscal Services	-	60,045	32	60,013	0%	59,038
Food Services	-	-	-	-		-
Central Services	17,000	47,311	18,869	28,442	40%	40,647
Student Transportation Services	53,292	494,282	155,208	339,073	31%	129,899
Operation of Plant	-	-	-	-		192,436
Community Services	-	-	-	-		11,363
Total Expenditures	29,357,795	43,413,653	29,758,370	13,655,282	69%	45,955,572
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-	-		-
OTHER FINANCING SOURCES (USES)						
Transfers Out:						
To General Fund	-	-	-	-		-
To Internal Service Fund	-	-	-	-		-
Total Other Financing Sources (Uses)	-	-	-	-		-
Net Change in Fund Balance	-	-	0	0		(0)
Fund Balance, Beginning	-	-	-	-		-
Fund Balance, Ending	$ -	$ -	0	$ (0)		$ (0)

*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

Instruction	54.09%
Instruction and Curriculum Development Services	25.21%
Instructional Staff Training Services	10.81%
Student Support Services	4.87%
General Administration	4.18%
Student Transportation Services	0.52%
School Administration	0.26%
Central Services	0.06%
Fiscal Services	0.00%
Operation of Plant	0.00%
Instruction Related Technology	0.00%
Community Service	0.00%
Instructional Media Services	0.00%
Board	0.00%
Facility Acquisition & Construction	0.00%
Food Services	0.00%
Maintenance of Plant	0.00%
Admin Technology Services	0.00%
	100.00%

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Internal Service Funds - Health
For Month Ended March 31, 2026

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual March 2025
REVENUES						
Operating Revenues:						
Premium - Employer	$ 46,478,640	$ 45,809,000	$ 35,870,879	$ 9,938,121	78%	$ 32,826,414
Premium - Employee	14,426,360	14,181,000	11,152,476	3,028,524	79%	10,514,158
Premium - Retiree	1,195,000	1,195,000	993,866	201,134	83%	870,926
Premium - Leave/COBRA	367,000	367,000	222,528	144,472	61%	269,359
Miscellaneous Local Revenue	-	-	-	-		-
Refund of Prior Year Expenditure	-	-	-	-		(120,984)
Total Operating Revenues	62,467,000	61,552,000	48,239,748	13,312,252	78%	44,359,873
Total Revenues	62,467,000	61,552,000	48,239,748	13,312,252	78%	44,359,873
EXPENDITURES						
Operating Expenditures:						
Salaries	555,345	555,345	482,162	73,183	87%	444,267
Employee Benefits	346,935	189,986	87,521	102,465	46%	284,620
Purchased Services	3,567,065	3,570,557	2,451,997	1,118,560	69%	2,437,501
Materials and Supplies	3,650	3,650	1,900	1,750	52%	3,531
Capital Outlay	-	-	-	-		-
Other Expenses:						
Dues and Fees	25,000	25,000	25,000	-	100%	22,506
Subs for ATD	-	-	-	-		-
Claims Expense - Health	46,084,869	49,099,000	35,203,440	13,895,560	72%	34,146,600
Claims Expense - Prescriptions	12,293,000	13,110,786	10,040,285	3,070,500	77%	9,241,894
E&O Claims	-	-	-	-		-
Claims Refunds - Health	-	(100,000)	(31,426)	(68,574)	31%	(1,232,693)
Claims Refunds - Prescriptions	-	(820,786)	(1,107,170)	286,385	135%	(925,990)
Total Other Expenses	58,402,869	61,314,000	44,130,128	17,183,872	72%	41,252,317
Total Expenditures	62,875,864	65,633,538	47,153,709	18,479,829	72%	44,422,237
Operating Income (Loss)	(408,864)	(4,081,538)	1,086,040	5,167,578		(62,364)
Transfers In:						
From General Fund	-	-	-			-
From Special Revenue	-	-	-	-		-
Total Transfers		-	-			-
Change in Net Position	(408,864)	(4,081,538)	1,086,040	5,167,578		(62,364)
Net Position, Beginning	13,017,764	13,017,764	13,017,764	-		13,363,719
Net Position, Ending	$ 12,608,900	$ 8,936,226	$ 14,103,804	$ 5,167,578		$ 13,301,355

Expenditures by Object
Internal Service Funds
Health Insurance

Operating Expenditures:	
Other Expenses*	93.59%
Purchased Services	5.20%
Salaries	1.02%
Employee Benefits	0.19%
Materials and Supplies	0.00%
Capital Outlay	0.00%
	100.00%

*Other Expenses :	
Claims Expense - Health	79.77%
Claims Expense - Prescriptions	22.75%
Dues and Fees	0.06%
E&O Claims	0.00%
Subs for ATD	0.00%
Claims Refunds - Health	-0.07%
Claims Refunds - Prescriptions	-2.51%
	100.00%

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Internal Service Funds - Workers Compensation
For Month Ended March 31, 2026

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual March 2025
REVENUES						
Operating Revenues:						
Premium - Employer	$ 3,000,000	$ 3,000,000	$ 2,573,895	$ 426,105	86%	$ 3,655,265
Total Operating Revenues	3,000,000	3,000,000	2,573,895	426,105	86%	3,655,265
Total Revenues	3,000,000	3,000,000	2,573,895	426,105	86%	3,655,265
EXPENDITURES						
Operating Expenditures:						
Salaries	188,237	188,237	150,725	37,512	80%	144,327
Employee Benefits	103,826	103,826	72,965	30,862	70%	72,930
Purchased Services	-	-	-	-		-
Other Expenses:						
Dues and Fees	333,177	333,177	219,638	113,539	66%	210,098
Claims Expense - Workers' Comp	3,200,000	3,205,728	2,442,356	763,372	76%	1,701,837
Claims Refund	-	(5,728)	(6,123)	395	107%	(3,497)
Total Other Expenses	3,533,177	3,533,177	2,655,871	877,306	75%	1,908,438
Total Expenditures	3,825,239	3,825,239	2,879,560	945,679	75%	2,125,696
Operating Income (Loss)	(825,239)	(825,239)	(305,665)	519,574		1,529,569
Change in Net Position	(825,239)	(825,239)	(305,665)	519,574		1,529,569
Net Position, Beginning	3,729,319	5,049,323	5,049,323	-		1,991,038
Net Position, Ending	$ 2,904,080	$ 4,224,084	$ 4,743,658	$ 519,574		$ 3,520,607

Expenditures by Object
Internal Service Funds
Workers Compensation

Claims Expense - Workers Compensation	84.82%
Dues and Fees	7.63%
Salaries	5.23%
Employee Benefits	2.53%
Purchased Services	0.00%
Claims Refund - Workers Compensation	-0.21%
	100.00%

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Trust and Agency Funds
For Month Ended March 31, 2026

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual March 2025
REVENUES						
Miscellaneous Federal Direct:						
Federal Direct	$ 268,000	$ 268,000	$ 167,591	$ 100,409	63%	$ 236,829
Total Federal Direct	268,000	268,000	167,591	100,409	63%	236,829
Local:						
Gifts, Grants, & Bequests	-	30,769	30,769	-	100%	27,568
Financial Aid Fees	457,800	457,800	451,014	6,786	99%	448,138
Other Miscellaneous Local Sources	127,725	127,725	77,549	50,176	61%	95,926
Total Local	585,525	616,294	559,333	56,961	91%	571,632
Total Revenues	853,525	884,294	726,924	157,370	82%	808,461
EXPENDITURES						
Instruction	2,533,796	2,533,796	303,187	2,230,609	12%	321,019
Student Support Services	1,149	1,374	324	1,050	24%	493
Instructional & Curriculum Dev	-	-	-	-		2,380
Instructional Staff Training	-	-	-	-		-
General Administration	16,193	36,900	629	36,271	2%	2,125
Food Service	-	-	-	-		-
Central Services	5,184	6,184	1,737	4,447	28%	1,670
Student Transportation	-	-	-	-		7,740
Operation of Plant	1,753	10,590	-	10,590	0%	-
Admin. Technology Services	-	-	-	-		-
Community Services	22,214	22,214	1,433	20,781	6%	-
Total Expenditures	2,580,289	2,611,058	307,310	2,303,747	12%	335,427
Change in Net Position	(1,726,764)	(1,726,764)	419,613	2,146,377		473,035
Net Position, Beginning	1,726,764	1,726,764	1,726,764	-		1,247,081
Net Position, Ending	$ 0	$ 0	$ 2,146,377	$ 2,146,377		$ 1,720,116

Expenditures by Function
Trust and Agency Funds

Instruction	98.66%
Central Services	0.57%
Community Services	0.47%
General Administration	0.20%
Student Support Services	0.11%
Student Transportation	0.00%
Instructional & Curriculum Dev	0.00%
Instructional Staff Training	0.00%
Food Service	0.00%
Operation of Plant	0.00%
Admin. Technology Services	0.00%
	100.00%

AGENDA ITEM NO. 16.2

School Board of Manatee County
May 12, 2026 - Regular Board Meeting and Public Hearing

Title
Year-to-Date Charter School Financial Statement Summary Through March 31, 2026

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, Finance Director

Attachments:
2025-2026 Charter Schools Finance Report Summary - Consolidated

School District of Manatee County
Summary of Charter School Financial Reports
Fiscal Year 2025-26

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR
2101 - Manatee School for the Arts & Sciences (2)	**School Letter Grade: 2019 C; 2021 none; 2022 C; 2023 C; 2024 D; 2025 D**								
Fund Balance July 1, 2025	**$ 1,183,045.00**	**$ 1,183,045.00**	**$ 220,656.00**	**$ 220,656.00**	**$ 220,656.00**	**$ 220,656.00**	**$ 220,656.00**	**$ 220,656.00**	**$ 220,656.00**
Revenue	79,792.00	179,050.00	298,767.00	404,016.00	571,471.00	687,479.00	882,720.00	1,003,940.00	1,097,219.00
Expense	(89,996.00)	(197,665.00)	(315,596.00)	(424,603.00)	(520,189.00)	(643,929.00)	(750,704.00)	(850,840.00)	(965,515.00)
Transfers			-	-	-	-	-	-	-
Fund Balance, Ending	**$ 1,172,841.00**	**$ 1,164,430.00**	**$ 203,827.00**	**$ 200,069.00**	**$ 271,938.00**	**$ 264,206.00**	**$ 352,672.00**	**$ 373,756.00**	**$ 352,360.00**
Unrestricted/Unassigned General Fund Balance	$ 315,462.00	$ 326,590.00	$ 184,592.00	$ 184,575.00	$ 175,994.00	$ 182,249.00	$ 172,172.00	$ 96,982.00	$ 86,255.00
2102 - Team Success (2)	**School Letter Grade: 2019 A; 2021 None; 2022 B; 2023 B; 2024 C; 2025 B**								
Fund Balance July 1, 2025			**$ 2,878,004.00**			**$ 2,878,004.00**			**$ 2,878,004.00**
Revenue			3,785,262.00			$ 7,716,247.00			12,037,764.00
Expense			(4,341,451.00)			(8,247,911.00)			(11,872,128.00)
Transfers			1,602,471.00			702,983.00			(150,986.00)
Fund Balance, Ending			**$ 3,924,286.00**			**$ 3,049,323.00**			**$ 2,892,654.00**
Unrestricted/Unassigned General Fund Balance			$ 3,434,836.00			$ 2,587,291.00			$ 2,458,162.00
2104 - Manatee School for the Arts (2)	**School Letter Grade: 2019 B; 2021 None; 2022 B; 2023 B; 2024 B; 2025 B**								
Fund Balance July 1, 2025	**$ 5,870,462.00**	**$ 7,708,174.00**	**$ 7,708,174.00**	**$ 7,708,174.00**	**$ 7,708,174.00**	**$ 7,708,174.00**	**$ 7,708,174.00**	**$ 7,708,174.00**	**$ 7,708,174.00**
Revenue	21,598,013.00	4,082,898.00	5,804,828.00	7,524,903.00	9,168,447.00	10,833,105.00	12,442,666.00	$ 14,144,766.00	15,896,812.00
Expense	(21,233,843.00)	(3,185,386.00)	(5,113,978.00)	(6,787,776.00)	(8,436,819.00)	(10,066,616.00)	(11,747,184.00)	(13,383,413.00)	(15,135,716.00)
Transfers			303,063.00	418,063.00	528,063.00	611,448.00	1,050,994.00	1,895,681.00	1,925,846.00
Fund Balance, Ending	**$ 6,234,632.00**	**$ 8,605,686.00**	**$ 8,702,087.00**	**$ 8,863,364.00**	**$ 8,967,865.00**	**$ 9,086,111.00**	**$ 9,454,650.00**	**$ 10,365,208.00**	**$ 10,395,116.00**
Unrestricted/Unassigned General Fund Balance	$ 6,371,017.00	$ 8,591,484.00	$ 8,702,087.00	$ 8,863,364.00	$ 8,967,865.00	$ 9,086,111.00	$ 9,067,481.00	$ 9,883,352.00	$ 9,883,095.00
2120 - Rowlett Middle Academy (2)	**School Letter Grade: 2019 A; 2021 none; 2022 A; 2023 A; 2024 A; 2025 A**								
Fund Balance July 1, 2025			**$ 966,001.00**			**$ 966,001.00**			**$ 966,001.00**
Revenue			1,689,227.61			3,459,268.24			5,199,458.06
Expense			(1,598,135.40)			(3,300,252.80)			(4,879,257.11)
Transfers			(208,243.14)			(371,350.05)			-
Fund Balance, Ending			**$ 848,850.07**			**$ 753,666.39**			**$ 1,286,201.95**
Unrestricted/Unassigned General Fund Balance			$ 809,427.03			$ 714,243.35			$ 1,246,778.91
2121 - Manatee Charter School (2)	**School Letter Grade: 2019 C; 2021 C; 2022 C; 2023 C; 2024 C; 2025 B**								
Fund Balance July 1, 2025	**$ 679,364.79**	**$ 677,821.00**	**$ 677,821.00**	**$ 677,821.00**	**$ 677,821.00**	**$ 677,821.00**	**$ 677,821.00**	**$ 677,821.00**	**$ 677,821.00**
Revenue	430,841.45	1,001,051.43	1,526,524.07	2,752,867.19	3,273,633.16	3,840,070.02	4,979,489.28	4,844,685.18	5,421,501.55
Expense	(209,084.15)	(734,781.53)	(1,389,857.38)	(1,920,358.18)	(2,409,061.42)	(2,886,742.66)	(3,272,679.51)	(3,689,893.56)	(4,211,771.25)
Transfers	(89,621.88)	(179,243.76)	(268,865.64)	(300,876.54)	(390,498.42)	(480,120.30)	(569,681.76)	(659,243.22)	(748,804.68)
Fund Balance, Ending	**$ 811,500.21**	**$ 764,847.14**	**$ 545,622.05**	**$ 1,209,453.47**	**$ 1,151,894.32**	**$ 1,151,028.06**	**$ 1,814,949.01**	**$ 1,173,369.40**	**$ 1,138,746.62**
Unrestricted/Unassigned General Fund Balance	$ 685,091.86	$ 681,074.47	431,930.21	$ 1,044,694.32	$ 987,135.17	$986,268.91	$1,650,189.86	$1,008,610.25	$967,043.45
2122 - Oasis Middle School (2)	**School Letter Grade: 2019 B; 2021 none; 2022 A; 2023 A; 2024 B; 2025 A**								
Fund Balance July 1, 2025	**$ (162,439.00)**	**$ (162,439.00)**	**$ (162,439.00)**	**$ (305,671.00)**	**$ (305,671.00)**	**$ (305,671.00)**	**$ (305,671.00)**	**$ (305,671.00)**	**$ (305,671.00)**
Revenue	118,152.00	189,790.00	263,332.00	311,305.00	399,965.00	479,153.00	539,524.00	607,001.00	670,323.00
Expense	(65,053.00)	(124,083.00)	(188,414.00)	(264,713.00)	(339,312.00)	(413,804.00)	(470,471.00)	(533,383.00)	(591,832.00)
Transfers				-	-	-	-	-	-
Fund Balance, Ending	**$ (109,340.00)**	**$ (96,732.00)**	**$ (87,521.00)**	**$ (259,079.00)**	**$ (245,018.00)**	**$ (240,322.00)**	**$ (236,618.00)**	**$ (232,053.00)**	**$ (227,180.00)**
Unrestricted/Unassigned General Fund Balance	$ (109,340.00)	$ (96,732.00)	$ (87,521.00)	$ (259,079.00)	$ (245,018.00)	$ (240,322.00)	$ (236,618.00)	$ (232,053.00)	$ (227,180.00)
2123 - Imagine Charter - North Manatee (2)	**School Letter Grade: 2019 C; 2021 B; 2022 C; 2023 B; 2024 C; 2025 A**								
Fund Balance July 1, 2025	**$ 1,131,404.00**	**$ 1,131,404.00**	**$ 169,068.00**	**$ 169,068.00**	**$ 169,068.00**	**$ 169,068.00**	**$ 169,068.00**	**$ 169,068.00**	**$ 169,068.00**
Revenue	633,388.00	1,455,626.00	2,265,666.00	2,949,920.00	3,726,584.00	4,598,521.00	5,391,968.00	6,108,751.00	6,897,597.00
Expense	(461,218.00)	(1,262,696.00)	(2,174,574.00)	(2,901,533.00)	(3,567,832.00)	(4,229,609.00)	(4,912,676.00)	(5,626,237.00)	(6,492,497.00)
Transfers	(5,047.00)	(101,273.00)	565.00	(123,208.00)	(96,531.00)	(161,166.00)	523,331.00	599,051.00	800,416.00
Fund Balance, Ending	**$ 1,298,527.00**	**$ 1,223,061.00**	**$ 260,725.00**	**$ 94,247.00**	**$ 231,289.00**	**$ 376,814.00**	**$ 1,171,691.00**	**$ 1,250,633.00**	**$ 1,374,584.00**
Unrestricted/Unassigned General Fund Balance	$ 1,298,527.00	$ 1,223,061.00	$ 260,725.00	$ 94,247.00	$ 231,289.00	$ 376,814.00	$ 1,171,691.00	$ 1,250,633.00	$ 1,374,584.00
2124 - Imagine Charter- Lakewood Ranch (2)	**School Letter Grade: 2019 B; 2021 none; 2022 C; 2023 B; 2024 C; 2025 C**								
Fund Balance July 1, 2025	**$ 2,721.00**	**$ 2,721.00**	**$ 2,721.00**	**$ 2,721.00**	**$ 2,721.00**	**$ 2,721.00**	**$ 2,721.00**	**$ 2,721.00**	**$ 2,721.00**
Revenue	296,524.00	714,985.00	1,168,525.00	1,585,266.00	1,926,830.00	2,521,320.00	2,705,414.00	3,037,890.00	3,382,205.00
Expense	(285,065.00)	(703,526.00)	(1,168,525.00)	(1,585,266.00)	(1,926,830.00)	(2,521,320.00)	(2,947,045.00)	(3,419,505.00)	(3,763,820.00)
Transfers					-	-	241,631.00	381,615.00	381,615.00
Fund Balance, Ending	**$ 14,180.00**	**$ 14,180.00**	**$ 2,721.00**	**$ 2,721.00**	**$ 2,721.00**	**$ 2,721.00**	**$ 2,721.00**	**$ 2,721.00**	**$ 2,721.00**
Unrestricted/Unassigned General Fund Balance	$ 14,180.00	$ 14,180.00	$ 2,721.00	$ 2,721.00	$ 2,721.00	$ 2,721.00	$ 2,721.00	$ 2,721.00	$ 2,721.00
2131 - Palmetto Charter School (2)	**School Letter Grade: 2019 A; 2021 A; 2022 A; 2023 A; 2024 A; 2025 A**								
Fund Balance July 1, 2025			**$ 2,095,326.00**			**$ 2,095,326.00**			**$ 2,095,326.00**
Revenue			1,163,301.00			2,484,095.38			4,192,133.95
Expense			(1,154,975.18)			(2,515,835.35)			(3,780,894.35)
Transfers						-			-
Fund Balance, Ending			**$ 2,103,651.82**			**$ 2,063,586.03**			**$ 2,506,565.60**
Unrestricted/Unassigned General Fund Balance			$ 2,103,651.82			$ 2,063,586.03			$ 2,506,565.60

School District of Manatee County
Summary of Charter School Financial Reports
Fiscal Year 2025-26

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR
2141 - State College of FL Collegiate School (2)	**School Letter Grade: 2019 A; 2021 A; 2022 A; 2023 A; 2024 A; 2025 A**								
Fund Balance July 1, 2025			**$ 2,275,089.00**			**$ 2,275,089.00**			**$ 2,275,089.00**
Revenue			1,088,178.00			2,234,134.00			$ 3,681,169.00
Expense			(810,195.00)			(2,011,980.00)			(3,226,759.00)
Transfers						-			-
Fund Balance, Ending			**$ 2,553,072.00**			**$ 2,497,243.00**			**$ 2,729,499.00**
Unrestricted/Unassigned General Fund Balance			$ 2,533,072.00			$ 2,497,243.00			$ 2,729,499.00
2161 - Visible Men Academy (2)	**School Letter Grade: 2019 B; 2021 none; 2022 F; 2023 C; 2024 C; 2025 A**								
Fund Balance July 1, 2025	**$ (2,115.36)**	**$ (2,115.36)**	**$ (18,259.68)**	**$ (18,259.68)**	**$ (18,259.68)**	**$ (18,259.68)**	**$ (18,259.68)**	**$ (18,259.68)**	**$ (18,259.68)**
Revenue	51,219.38	110,171.48	170,824.43	242,206.47	417,052.06	472,401.08	763,344.73	848,748.89	1,143,638.46
Expense	(121,380.10)	(212,838.20)	(290,636.70)	(495,223.25)	(671,622.12)	(804,219.38)	(847,802.00)	(964,302.60)	(1,065,753.01)
Transfers			9,661.00	12,453.00	15,224.00	23,281.00	55,364.00	56,743.00	59,355.00
Fund Balance, Ending	**$ (72,276.08)**	**$ (104,782.08)**	**$ (128,410.95)**	**$ (258,823.46)**	**$ (257,605.74)**	**$ (326,796.98)**	**$ (47,352.95)**	**$ (77,070.39)**	**$ 118,980.77**
Unrestricted/Unassigned General Fund Balance	$ (114,055.40)	$ (146,561.40)	$ (154,045.95)	$ (258,823.46)	$ (257,605.74)	$ (326,796.98)	$ (47,352.95)	$ (77,070.39)	$ 93,345.77
2171 - Rowlett Academy for Arts - Elementary (2)	**School Letter Grade: 2019 A; 2021 A; 2022 B; 2023 B; 2024 B; 2025 B**								
Fund Balance July 1, 2025			**$ 2,501,478.00**			**$ 2,501,478.00**			**$ 2,501,478.00**
Revenue			2,350,764.65			4,810,923.09			7,245,237.65
Expense			(2,341,507.76)			(4,879,278.10)			(7,245,160.71)
Transfers			(75,876.18)			(127,374.93)			(197,840.58)
Fund Balance, Ending			**$ 2,434,858.71**			**$ 2,305,748.06**			**$ 2,303,714.36**
Unrestricted/Unassigned General Fund Balance			$ 2,411,931.71			$ 2,282,818.06			$ 2,283,784.36
2181 - Parrish Charter Academy (2)	**School Letter Grade: 2021 B; 2022 C; 2023 C; 2024 C; 2025 B**								
Fund Balance July 1, 2025	**$ 2,813,993.00**	**$ 1,867,234.00**	**$ 1,867,234.00**	**$ 1,867,234.00**	**$ 1,867,234.00**	**$ 1,867,234.00**	**$ 1,867,234.00**	**$ 1,867,234.00**	**$ 1,867,234.00**
Revenue	768,452.00	1,734,283.00	2,793,493.00	3,758,228.00	4,716,573.00	5,927,138.00	6,898,298.00	7,849,573.00	8,923,205.00
Expense	(785,890.00)	(1,770,010.00)	(2,664,449.00)	(3,449,519.00)	(4,251,602.00)	(5,309,569.00)	(6,175,609.00)	(7,075,378.00)	(7,865,772.00)
Transfers	(165,553.00)	436,781.00	489,413.00	436,779.00	323,169.00	210,952.00	982,337.00	856,497.00	751,721.00
Fund Balance, Ending	**$ 2,631,002.00**	**$ 2,268,288.00**	**$ 2,485,691.00**	**$ 2,612,722.00**	**$ 2,655,374.00**	**$ 2,695,755.00**	**$ 3,572,260.00**	**$ 3,497,926.00**	**$ 3,676,387.00**
Unrestricted/Unassigned General Fund Balance	$ 2,631,002.00	$ 2,263,288.00	$ 2,480,691.00	$ 2,607,722.00	$ 2,650,374.00	$ 2,690,755.00	$ 3,572,259.00	$ 3,492,926.00	$ 3,671,387.00
2182 - Lakewood Ranch Prep Academy (2)	**School Letter Grade: 2023 A; 2024 A; 2025 A**								
Fund Balance July 1, 2025			**$ 1,275,939.00**			**$ 1,275,939.00**			**$ 1,275,939.00**
Revenue			3,534,810.42			7,105,398.09			10,521,477.72
Expense			(2,495,074.49)			(5,547,090.01)			(7,767,479.40)
Transfers			(1,187,834.73)			(2,420,157.15)			(3,607,718.37)
Fund Balance, Ending	**$ -**		**$ 1,127,840.20**			**$ 414,089.93**			**$ 422,218.95**
Unrestricted/Unassigned General Fund Balance			$732,526.05			$ 75,737.22			$ 98,671.12
2192 Hola! At MSA (2) Open 23-24	**School Letter Grade: 2024 C; 2025 C**								
Fund Balance July 1, 2025	**$ 112,482.00**	**$ 112,482.00**	**$ 112,482.00**	**$ 112,482.00**	**$ 112,482.00**	**$ 112,482.00**	**$ 112,482.00**	**$ 112,482.00**	**$ 112,482.00**
Revenue	422,832.00	964,535.00	1,490,460.00	1,999,585.00	2,497,922.00	3,209,377.00	3,687,294.00	4,075,147.00	4,498,657.00
Expense	(483,444.00)	(997,719.00)	(1,649,249.00)	(2,091,616.00)	(2,607,074.00)	(3,122,078.00)	(3,665,367.00)	(4,171,791.00)	(4,721,805.00)
Transfers	(40,523.00)	(60,605.00)	65,000.00	87,954.00	172,322.00	253,756.00	333,311.00	443,772.00	396,999.00
Fund Balance, Ending	**$ 11,347.00**	**$ 18,693.00**	**$ 18,693.00**	**$ 108,405.00**	**$ 175,651.00**	**$ 453,537.00**	**$ 467,720.00**	**$ 459,610.00**	**$ 286,332.00**
Unrestricted/Unassigned General Fund Balance	$ 11,348.00	$ 18,693.00	$ 18,693.00	$ 108,405.00	$ 175,651.00	$ 453,537.00	$ 467,720.00	$ 459,610.00	$ 243,075.00
2191 ALS dba Bradenton Bay Charter (2) Open 24-25	**School Letter Grade:**								
Fund Balance July 1, 2025	**$ 17,990.00**	**$ 17,990.00**	**$ 6,384.00**	**$ 6,384.00**	**$ 6,384.00**	**$ 6,384.00**	**$ 6,384.00**	**$ 6,384.00**	**$ 6,384.00**
Revenue	159,512.00	302,533.00	561,993.00	789,936.00	1,006,454.00	1,292,406.00	1,726,825.00	1,938,372.00	2,166,150.00
Expense	(156,737.00)	(304,577.00)	(533,253.00)	(732,818.00)	(931,082.00)	(1,150,318.00)	(1,553,616.00)	(1,758,451.00)	(1,982,571.00)
Transfers	(17,036.00)	(45,483.00)	(54,628.00)	(77,886.00)	(89,598.00)	(101,337.00)	(98,762.00)	(98,762.00)	(98,762.00)
Fund Balance, Ending	**$ 3,729.00**	**$ (29,537.00)**	**$ (19,504.00)**	**$ (14,384.00)**	**$ (7,842.00)**	**$ 47,135.00**	**$ 80,831.00**	**$ 87,543.00**	**$ 91,201.00**
Unrestricted/Unassigned General Fund Balance	$ 3,729.00	$ (29,537.00)	$ (19,504.00)	$ (14,384.00)	$ (7,842.00)	$ 47,135.00	$ 80,831.00	$ 87,543.00	$ 91,201.00
2183 North River (2) Open 25-26	**School Letter Grade:**								
Fund Balance July 1, 2025	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Revenue	821,752.00	930,038.00	1,057,063.00	1,239,417.00	1,390,283.00	1,510,327.00	1,680,462.00	1,843,467.00	2,022,754.00
Expense	(142,904.00)	(346,616.00)	(486,296.00)	(623,438.00)	(757,446.00)	(886,624.00)	(1,031,012.00)	(1,177,286.00)	(1,325,083.00)
Transfers	(598,714.00)	(598,714.00)	(592,579.00)	(600,128.00)	(604,574.00)	(604,185.00)	(598,862.00)	(604,769.00)	(605,736.00)
Fund Balance, Ending	**$ 80,134.00**	**$ (15,292.00)**	**$ (21,812.00)**	**$ 15,851.00**	**$ 28,263.00**	**$ 19,518.00**	**$ 50,588.00**	**$ 61,412.00**	**$ 91,935.00**
Unrestricted/Unassigned General Fund Balance	$ 80,134.00	$ (15,292.00)	$ (21,812.00)	$ 15,851.00	$ 28,263.00	$ 19,518.00	$ 50,588.00	$ 61,412.00	$ 91,935.00

***Quarterly Reports/High Performing**

(1)Adjusted Charter school beginning fund balance to properly reflect the unaudited beginning fund balance as of 7/1/2025.
(2) Adjusted Charter school beginning fund balance to properly reflect the Audited Ending fund balance 6/30/25.
(3) Financial Statements need to be provided.
(4) Corrected Financials

* 2020 No School Grades; 2021 School Grades Opt-in only, 2023 Informational Baseline School Grades.
NOTE: This is a summary of the unaudited financial statements of the Charter Schools. For audited financial statements, please refer to Florida Department of Education.