Agenda
School Board Regular Meeting and Meeting of the Leasing Corporation
Revised February 24, 2023

February 28, 2023
School Board of Manatee County
Regular Board Meeting - 10:00 AM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. CALL TO ORDER

2. READING OF THE DISTRICT'S VISION

3. INVOCATION | Jerry Wicker

4. PLEDGE OF ALLEGIANCE

5. INFORMATION ONLY (No Board Action Required)

1. Leaves for February 28, 2023

6. APPROVAL OF THE AGENDA

1. Agenda Amendments - added after publishing

7. APPROVAL OF MINUTES

1. Approval of the Minutes of the February 14, 2023 School Board Regular Meeting and the February 17, 2023 School Board Workshop

8. RECOGNITIONS

1. Career & Technical Education Month
2. Good News Moment

9. PUBLIC COMMENTS (UP TO 30 MINUTES)

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

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

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

10. REPORTS AND PRESENTATIONS

1. Presentations on Certificates of Participation 2023A

11. NEW BUSINESS (NON-CONSENT ITEMS)

1. Approval of Resolution No. 2023-01 Authorizing Issuance of Certificates of Participation, Series 2023A, Not to Exceed $135,000,000.00

12. RECESS OF REGULAR MEETING

13. MEETING OF THE LEASING CORPORATION

14. NEW BUSINESS OF THE MANATEE LEASING CORPORATION

1. Approval of Resolution No. 2023-02 Authorizing Issuance of Certificates of Participation, Series 2023A, Not to Exceed $135,000,000.00

15. RECONVENE THE REGULAR MEETING

16. CONSENT ITEMS

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

1. Approval of the Use of Sourcewell Bid #011822 on Public Safety Training and Simulation Equipment and Technology, SDMC No. 23-0106-BS, Estimated in the Amount of $200,000.00 Annually
2. Approval of the New Agreement Between the School Board of Manatee County and Lakewood Ranch Dental, Inc. for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact
3. Approval of the New Agreement Between the School Board of Manatee County and Rose Dental at Lakewood Ranch, PLLC, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact
4. Approval of the Renewal Agreement Between the School Board of Manatee County and Intercoastal Medical Group, Inc. for Clinical Experience for Manatee Technical College

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

5. Approval of the New Agreement Between the School Board of Manatee County and Allcare Medical Centers, P.C. for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2022-2025 School Years, No Financial Impact
6. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers
7. Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes
8. Approval to Apply, Accept, and Expend Title III, Part A ESOL (English for Speakers of Other Languages) Roll Forward Funds for the 2022-2023 School Year, in the Amount of $95,439.05
9. Approval of Termination of Interlocal Agreement with City of Bradenton for Joint Use Park at Ballard Elementary School, No Financial Impact
10. Approval of Florida Department of Education - Florida Inventory of School Houses - Certification of Facilities Data, No Financial Impact
11. Approval of the Use of the Hendry County School District Bid on 11B Relocatable Classrooms, Toilet, and Multipurpose Buildings, SDMC No. 23-0109-MR, Continued Procurement with Vendor, Estimated in the Amount of $550,000.00
12. Approval for the Parrish Community High School Chorus Students to Attend and Perform in the Smoky Mountain Music Festival in Gatlinburg, Tennessee on April 19-23, 2023, No Financial Impact
13. Approval of Tara Elementary School Campus - Renovations and Addition - Pre-Construction Agreement Between Owner and Creative Contractors, Inc., - Amendment 1, in the Amount of $247,589.00 - added February 24, 2023

17. PUBLIC COMMENT FOR NEW BUSINESS ITEMS

18. NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

19. NEW BUSINESS (NON-CONSENT ITEMS)

1. Approval of Walter E. Miller School Support Center - Renovation - Agreement Between Owner and Wharton-Smith, Inc. - Preconstruction Services, in the Amount of $84,168.00
2. Approval of Walter E. Miller School Support Center - Renovation - Agreement Between Owner and OCI Associates, Inc., in the Amount of $75,000.00
3. Approval to Notify Visible Men Academy of Intent to Enter Contract Renewal Discussions for the 2023-2024 School Year
4. Approval to Notify Oasis Middle School of Intent to Enter Contract Renewal Discussions for the 2023-2028 School Years
5. Approval to Notify Imagine Charter School at Lakewood Ranch of Intent to Enter Contract Renewal Discussions for the 2023-2038 School Years
6. Approval to Notify Manatee School of Arts and Sciences of Intent to Enter Contract Renewal Discussions for the 2023-2028 School Years
7. Approval to Notify Manatee School for the Arts of Intent to Enter Contract Renewal Discussions for the 2023-2038 School Years

20. NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

1. Approval of Travel Expense Associated with the School Board Members' Attendance at the Florida School Boards Association (FSBA) 36th Annual Day in the Legislature, March 13-17, 2023, at the AC Hotel Marriott, Tallahasseee, Florida, Not to Exceed $9,000.00

21. WORKSHOP ITEM REQUESTS

22. CONTINUED PUBLIC COMMENT (IF NECESSARY)

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

24. SUPERINTENDENT REMARKS

25. BOARD COMMENTS

26. ADJOURNMENT

AGENDA ITEM NO. 5.1

School Board of Manatee County
February 28, 2023 - Regular Board Meeting

Title
Leaves for February 28, 2023

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

Contact
Submitting Department: Human Resources
Initiated by: Richard Bailey

Attachments:
LOA February 28 2023

Board Leaves 02/28/23

Employee ID	Name	Type of Leave	Department	Absence Period
22207	LA	FMLA	Bayshore High School	2023-01-23 To 2023-05-30
303911	DB	FMLA	Moody Elementary School	2023-01-10 To 2023-04-11
244384	TB	FMLA	Southeast High School	2023-01-23 To 2023-05-30
223620	KB	FMLA	Abel Elementary School	2023-01-10 To 2023-04-03
305460	AB	SICK LEAVE	Sable Academy	2023-01-23 To 2023-03-09
241016	MC	FMLA	Witt Elementary School	2023-01-18 To 2023-03-01
302172	AC	CHARTER	Blackburn Elementary School	2023-01-17 To 2023-05-30
306235	JC	SICK LEAVE	School Bus Transportation	2023-01-20 To 2023-03-20
306835	ED	SICK LEAVE	Horizons Academy	2023-01-13 To 2023-02-24
94474	VE	FMLA	Oneco Elementary School	2023-01-10 To 2023-02-28
244855	CG	FMLA	Daughtrey Elementary School	2023-01-23 To 2023-03-09
306035	CK	SICK LEAVE	Gullett Elementary School	2023-01-06 To 2023-03-09
303664	MA	FMLA	Property Records and Retention	2023-01-10 To 2023-04-04
303088	JM	SICK LEAVE	Food & Nutrition Services	2022-12-22 To 2023-02-10
165480	LN	FMLA	Maintenance and Operations	2022-12-15 To 2023-02-10
303535	MR	FMLA	Buffalo Creek Middle School	2023-01-23 To 2023-04-25
242642	CR	FMLA	Lee Middle School	2023-01-09 To 2023-04-06
143787	PR	FMLA	Personnel	2022-11-28 To 2023-02-17
242152	HR	SICK LEAVE	Nolan Middle School	2022-01-09 To 2023-02-23
242864	DR	FMLA	Samoset Elementary School	2023-01-20 To 2023-04-17
233968	BS	SICK LEAVE	Bayshore Elementary School	2023-01-09 To 2023-05-30
212762	WW	SICK LEAVE	School Bus Transportation	2022-10-31 To 2023-02-06

Rev. 2/10/23

AGENDA ITEM NO. 6.1

School Board of Manatee County
February 28, 2023 - Regular Board Meeting

Title
Agenda Amendments - *added after publishing*

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

Agenda amended on Friday, February 24, 2023, to **add** Consent Agenda item, *Approval of Tara Elementary School Campus - Renovations and Addition - Pre-Construction Agreement Between Owner and Creative Contractors, Inc., - Amendment 1, in the Amount of $247,589.00*.

Agenda amended on Friday, February 24, 2023, to **update** attachment to Approval of Minutes item, *Approval of the Minutes of the February 14, 2023 School Board Regular Meeting and the February 17, 2023 School Board Workshop.*

Contact
Submitting Department: School Board
Initiated By: Chair Choate

AGENDA ITEM NO. 7.1

School Board of Manatee County
February 28, 2023 - Regular Board Meeting

Title
Approval of the Minutes of the February 14, 2023 School Board Regular Meeting and the February 17, 2023 School Board Workshop

Executive Summary
Approval of the Minutes of the February 14, 2023 School Board Regular Meeting and the February 17, 2023 School Board Workshop.

Contact
Submitting Department: School Board

Attachments:
February 14, 2023 Regular Meeting Minutes
February 17, 2023 Workshop Minutes - updated February 24, 2023

Minutes

February 14, 2023

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

Times Indicated Are Approximate

---

1) CALL TO ORDER

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

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

2) READING OF THE DISTRICT'S VISION

Minutes: Board Member Foreman read the District's Vision.

3) INVOCATION

Minutes: The invocation was given by Rev. James T. Golden.

4) PLEDGE OF ALLEGIANCE

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

5) INFORMATION ONLY (No Board Action Required)

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

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

5.3 Quarterly ESSER Report for Period Ending December 31, 2022

6) APPROVAL OF THE AGENDA

6.1 Agenda Amendments

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

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

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

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

7) APPROVAL OF MINUTES

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

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

8) RECOGNITIONS

8.1 Black History Month

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, shared that the District was honoring and celebrating the contributions of Black Americans throughout the month of February. He stated that the District was celebrating the extraordinary life of Ms. Louise R. Johnson and her historical impact on education in Manatee County. He introduced Mr. Omar Edwards, Associate Director of Strategic Planning.

Mr. Edwards introduced the following representatives of Ms. Johnson:

- Johnyta McNeil
- Lincoln McNeil
- Michele Crockett
- Kenneth Goff
- Kenneth Goff III
- Kenna Goff
- Kendi Goff
- Keeara Goff
- Kyle Goff
- Kyle Goff Jr
- Lincoln McNeil Jr
- Chianti Josey

- Jolonda Brewer
- Amari Crockett

Students Ms. Kenna Goff, Mr. Kenneth Goff III, and Mr. Daryl Goff spoke regarding their great-great-grandmother, Ms. Johnson.

Also in attendance were Mr. Anthony Losada, Principal of Johnson K-8 School of International Studies, and Ms. Adrienne Vos, Assistant Principal Johnson K-8 School of International Studies.

Board Member Tatem read the Proclamation.

8.2 2022 Certified Board Member Recognition

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, announced that the Florida School Boards' Association (FSBA) had recently recognized Board Member Foreman as a Certified Board Member following her completion of the Certified Board Member Program, comprised of several training sessions designed to meet the developmental needs of individual board members.

Superintendent Saunders presented Board Member Foreman with a plaque and congratulated her on her accomplishment.

9) PUBLIC COMMENTS (UP TO 30 MINUTES)

Minutes: Public Comment as follows:

1. Jeremy Todd Anderson
2. Jennifer Lynne Wayman
3. Deanna Brinkley
4. Paula Lohnes
5. Alexandra M. Smith
6. Robert Cosentino

10) CONSENT ITEMS

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

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

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

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

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

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

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

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

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

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

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

10.12 Approval of Buffalo Creek Middle School - Classroom Wing and Media Addition - Change Orders 1 and 2 - Agreement Between Owner and Skanska USA Building, Inc., Reduction in the Amount of $1,857,537.12

10.13 Authorization to Negotiate - Construction Manager Parrish Community High School Classroom Addition New Building 8

10.14 Approval of Manatee High School - Grandstands and Parking - Substantial Completion, No Financial Impact

10.15 Approval of the Use of Hillsborough County Public Schools Bid 20178-DST-IV: CCTV-LAN Cabling Services, Estimated in the Amount of $350,000.00 Annually

10.16 Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00

10.17 Approval of Request to Declare Surplus and Dispose of District Vehicles

10.18 Approval of Participation for Qualifying Elementary and Middle School Students and Advisors in the VEX IQ Robotics World Championship by the Northrop Grumman Foundation in Dallas, Texas, April 30 - May 4, 2023

10.19 Approval of Rogers Garden Elementary School Students Joining the Samoset Elementary School 5th Grade Field Trip to Washington D.C. May 22-24, 2023, No Financial Impact

10.20 Approval for the Braden River High School Chorus Students to Attend and Perform in the Smoky Mountain Music Festival in Gatlinburg, Tennessee on April 27-30, 2023, No Financial Impact

RESULT: Adopted [UNANIMOUS]

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

11) PUBLIC COMMENT FOR NEW BUSINESS ITEMS

Minutes: Public Comment as follows:

1. Deanna Brinkley

12) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

13) NEW BUSINESS (NON-CONSENT ITEMS)

13.1 Approval of the Budget Amendments for December

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

Minutes: Ms. Rachel Sellers, Deputy Superintendent of Business Services, provided an overview of the budget amendments for December 2022.

The Board asked questions.

13.2 Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on March 28, 2023

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

Minutes: Board Member Foreman confirmed that the policies would be discussed during the Workshop on Friday, February 17, 2023.

13.3 Approval of the School District of Manatee County (SDMC) Library Media Materials Reconsideration Procedure, No Financial Impact

RESULT:	**Amended (See 13.3B and 13.3C)**
MOVER:	Gina Messenger
SECONDER:	Richard Tatem

Minutes: The Board asked questions and held discussion. Mr. Stephen Dye, School Board Attorney; Superintendent Saunders; and Dr. Laurie Breslin, Executive Director of Curriculum, provided information.

Board Member Foreman inquired about adding language to the reconsideration procedure to state that the Principal shall inform the SAC at the next available meeting of any decisions. Superintendent Saunders agreed with the suggestion for clarification.

Board Member Foreman requested that lists of books unapproved or being reconsidered be placed on the website, noting considerations of transparency.

Vice-Chair Spray requested that books be removed until the review process is complete, rather than requiring parental consent. She expressed appreciation for Dr. Breslin's work.

Board Member Messenger agreed with Board Member Foreman's requests regarding the SAC and supported the changes as an amendment as the mover.

Chair Choate summarized the discussion.

Chair Choate announced a brief recess at 11:53 AM and reconvened at 12:04 PM.

The Board continued discussion.

Mr. Kevin Chapman, Executive Director of Administration, also responded to questions.

Following a comment from Board Member Tatem, Mr. Mitchell Teitelbaum, General Counsel, advised that any public records requests be responded to by the public records department with a formal response.

Board Member Foreman requested that the Board table the approval of the procedure to allow staff time to revise the procedure. Chair Choate noted that if the motion were made, discussion would need to end.

13.3A. Motion to Table the Approval of the School District of Manatee County (SDMC) Library Media Materials Reconsideration Procedure, No Financial Impact

RESULT:	**No Vote**
MOVER:	Mary Foreman
SECONDER:	Richard Tatem

Minutes: Board Member Foreman discussed the procedure and forms.

Vice-Chair Spray requested a link to the training for media center specialists from the State.

The Board held discussion regarding revisions to the language of the proposed procedure.

Board Member Messenger suggested options for language for the amendments to the procedure including the following:

- In section 4 under A, either making a new letter, to state "inform the school's SAC of the reconsideration" or leave the one as it is and state, "inform the school's SAC of the reconsideration and review the challenge books or materials"

- Add the SAC notification at the end of number five, "or as soon as possible after the required SAC notification"

The Board held discussion. Board Member Messenger restated the proposed language.

13.3B. Motion to Amend the Item to Read Under Item Four Under A, the New Number One Will Read: "Inform the School's SAC of the Reconsideration" (that Will Move all the Items Down). The New Number Six, which is Currently Five, Will Read: "a Decision Report, Will be Prepared and Sent to the Executive Director of Curriculum within Thirty Days of the School Being Notified or as Soon as Possible After the Required SAC Notification"

RESULT:	**Adopted [UNANIMOUS]**

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

Minutes: Following the vote, Chair Choate returned to the original motion as amended.

13.3C. Approval of the School District of Manatee County (SDMC) Library Media Materials Reconsideration Procedure, No Financial Impact, As Amended in 13.3B

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

13.4 Approval to Use The State of Florida Contract #44000000-NASPO-19-ACS, Copiers and Managed Print Services, SDMC No. 23-0097-KD, Continued Procurement for Products and Services, Estimated in the Amount of $3,175,000.00

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

Minutes: Vice-Chair Spray inquired about the frequency that the District recycles the equipment. Mr. Scott Hansen, Chief Technology Officer, provided information.

13.5 Approval to Accept and Expend a Florida Job Growth Workforce Training Grant, in the Amount of $436,000.00

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

Minutes: Board Member Tatem stated that he visited Manatee Technical College and had a great tour earlier in the week. He spoke regarding the importance of grants.

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

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

Minutes: Vice-Chair Spray inquired about a grant item from the January 10 Agenda. Ms. Latrina Singleton, Director of Federal Programs and Grants, provided information regarding the two grants and the use of each grant.

13.7 Approval to Apply, Accept and Expend an Amendment to the ARP ESSER III Formula Grant to LEAs/ARP ESSER III Formula Grant to LEAs-Learning Loss, in the Amount of $88,870,732.00

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

Minutes: Vice-Chair Spray inquired about the grant. Superintendent Saunders and Ms. Latrina Singleton, Director of Federal Programs and Grants, provided information.

13.8 Approval of Sole Source to Purchase Rabbit Laser Equipment, SDMC No. 23-0099-BS, Estimated in the Amount of $75,000.00

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

Minutes: Following a question from Vice-Chair Spray, Mr. Doug Wagner, Deputy Superintendent of Operations, discussed the use of laser engravers and vendors.

13.9 Approval of the Use of The Interlocal Purchasing Agreement (TIPS) #210101, Technology Solutions, Products and Services, SDMC No. 23-0101-BS, Estimated in the Amount of $100,000.00 Annually

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

Minutes: Vice-Chair Spray inquired about the cost. Superintendent Saunders noted that the purchase will be used for VEX Robotics and discussed the robust programs. She stated that there is an increase in participation at the schools and an increase in the need.

14) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

14.1 Approval of Revisions to the Citizens' Financial Oversight Committee Charter

RESULT:	**Postponed**
MOVER:	Richard Tatem
SECONDER:	Cindy Spray

Minutes: Board Member Foreman requested that the Charter be presented during the next Citizens' Financial Oversight Committee (CFOC) Meeting prior to the Board's vote. She requested that the Board wait to vote to provide the Committee an opportunity to provide input regarding the revisions.

14.1A Motion to Postpone the Approval of Revisions to the Citizens' Financial Oversight Committee Charter

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

Minutes: The Board held discussion regarding Board Member Foreman's suggestion to postpone the vote. They also discussed the proposed revisions.

Board Member Foreman requested that Vice-Chair Spray, as the Board Liaison to the CFOC, discuss the comments with the Committee.

Vice-Chair Spray spoke in support of the revisions to the Charter and discussed her comments to the Committee during the previous CFOC Meeting. She stated that she would bring the Charter to the Committee.

Board Member Messenger expressed concerns with a comment from Vice-Chair Spray and spoke regarding the role of the liaison to the Committee. She expressed desire to clarify that Vice-Chair Spray's comments to the Committee were not direction from the Board.

Chair Choate expressed desire to hear feedback from the Citizens' Financial Oversight Committee regarding the Charter. He discussed the role of the Committee.

Vice-Chair Spray spoke regarding discussion during the previous CFOC Meeting and a quarterly review of data.

14.2 Approval of the Revised Schedule of School Board Regular Meetings

RESULT:	**Adopted [3-2]**
MOVER:	Gina Messenger
SECONDER:	Richard Tatem
AYES:	Gina Messenger, Chad Choate, Richard Tatem
NAYS:	Cindy Spray, Mary Foreman

Minutes: Chair Choate noted that the proposed revision was to change the February 28 and March 28 Meetings from 5:00 PM to 10:00 AM.

Vice-Chair Spray and Board Member Foreman expressed concerns with waiting until April to hold an evening meeting.

Vice-Chair Spray requested to leave the February 28 Meeting at 5:00 PM and modify the March 28 Meeting to start at 10:00 AM.

The Board continued discussion regarding the proposed revisions to the schedule.

14.2A. Motion to Amend the Motion to Leave the February 28 Meeting at 5:00 PM and Modify the March 28 Meeting to 10:00 AM

RESULT:	**Failed**
MOVER:	Cindy Spray
SECONDER:	None

Minutes: The motion failed for lack of a second. The Board voted on the original motion.

15) WORKSHOP ITEM REQUESTS

Minutes: Chair Choate reviewed upcoming workshop topics.

Board Member Tatem spoke regarding emails he received regarding a property in east county and suggested a Board discussion. Superintendent Saunders stated that the topic could be discussed during a later workshop. Chair Choate requested the topic be included with the capital budget workshop.

16) CONTINUED PUBLIC COMMENT (IF NECESSARY)

17) UPDATES

A. LEGAL UPDATE

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

Status Updates - noted that he would continue sending monthly status updates regarding external litigation handled by the Jackson firm.

County Debris Storage – shared that the storage issue on Post Road had come to a successful conclusion.

Interlocal Agreement – stated that he was working with the County on an updated interlocal agreement for continued use by the County of property off of King.

B. OPERATIONS UPDATE

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

Job Growth Grant – expressed appreciation for the Board's support and provided historical information of the grant.

Project Digitize – shared that 40 schools of student records had been completed and shared additional progress.

Job Fairs – spoke regarding upcoming job fairs.

VEX Robotics Competition - recognized all staff and students participating in the event.

18) SUPERINTENDENT REMARKS

Minutes: Superintendent Saunders updated the Board on the following:

Presidents Day – stated that all District sites would be closed February 20 for Presidents Day.

Excellence in Education Awards - noted that the awards ceremony was last week and congratulated Ms. Kelly Smith-Williams, Educator of the Year from Lakewood Ranch High School and Ms. Brianna Hall, Support Employee of the Year from Lincoln Memorial Middle School. She expressed appreciation for the support of Mary Glass and the Manatee Education Foundation.

Sugg Middle School – announced that a Ribbon Cutting Ceremony would be held February 23 at 5:30 PM for the grand opening.

9th Annual Manatee County ESE Agency Fair – shared that the ESE Agency Fair would be held February 23 at 5:30 PM at Manatee Technical College (MTC).

Thanks - thanked the great-great-grandchildren of Louise R. Johnson for their participation in the recognition earlier in the Meeting.

19) BOARD COMMENTS

Board Member Foreman

Sylint – requested that the Board invite Mr. Serge Jorgensen of Sylint to give an update during a Shade Meeting, noting that there had not been a report since August. She shared that he requested to present in March or May.

Soar In 4 - shared that she attended a Soar In 4 event and encouraged the Board to attend.

Recent Events – spoke regarding recent events she attended including the Braden River Middle School Ribbon Cutting, MTC Winter Graduation, Manasota Honor Choir Concert, and the Excellence in Education Awards.

Central Florida Consortium of School Boards – shared that she listened to the most recent meeting and provided an update. She agreed to be the alternate representative for the Committee.

Board Member Messenger

Soar In 4 - expressed appreciation for Soar In 4.

Thanks - thanked Vice-Chair Spray for the ribbon cutting speech at Braden River Middle School.

Board Member Tatem

Palma Sola - clarified that there will not be a vote regarding Palma Sola at the Workshop on February 17.

Superintendent Search - spoke regarding the process and transparency.

History Month - spoke regarding a movie and shared a few slides regarding the Marquis de Lafayette and James Armistead.

Vice-Chair Spray

February 17 Workshop – shared that she would be attending the next workshop remotely.

Recent Events – stated that she was honored to represent the Board at the Braden River Middle School Ribbon Cutting Ceremony and the MTC Graduation.

Thanks – expressed appreciation to the family of Louise R. Johnson.

Chair Choate

Parrish Community High School - thanked the staff involved in the response to recent events. He thanked Mr. Paul Damico, Chief of Safety and Security, and expressed appreciation for everyone responding.

Thanks - thanked the great-great-grandchildren of Louise R. Johnson for their participation in the recognition earlier in the Meeting.

20) ADJOURNMENT

Minutes: There being no further business to come before the Board, Chair Choate adjourned the Meeting at 2:21 PM.

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

NOTICE

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

Minutes

February 17, 2023

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

Times Indicated Are Approximate

I) CALL TO ORDER

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

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

Vice-Chair Spray joined the Workshop remotely.

II) AGENDA AMENDMENTS

1. Agenda Amendments

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

Agenda amended on Monday, February 13, 2023, to **update** Executive Summary and **add** attachment to Workshop item, *Construction Update | School Support Center*.

Agenda amended on Monday, February 13, 2023, to **update** Executive Summary and **add** attachment to Workshop item, *Construction Update | Palma Sola Elementary School*.

III) WORKSHOP

1. Review and Board Discussion of Proposed Amendments to School Board Policies

Minutes: Mr. Kevin Chapman, Executive Director of Administration, provided an overview of the proposed amendments to the following School Board Policies:

- Policy 1121.01/3121.01/4121.01 - Criminal Background Screening and Employment History Checks
- Policy 1122/3122/4122 - Nondiscrimination and Equal Employment Opportunity
- Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity
- Policy 1122.01/3122.01/4122.01 – Prohibition Against Disability Discrimination in Employment
- Policy 1362/3362/4362/5517 – Anti-Harassment
- Policy 2520 - Selection and Adoption of Instructional Materials
- Policy 3120.04 - Employment of Substitute and Part-Time Instructional Staff
- Policy 8100 - Interlocal Agreements
- Policy 9800 - Charter Schools
- Policy 8407 - Safe School Officers
- Policy 9142 – Educational Equity Policy

The Board held discussion and asked questions.

Board Member Messenger inquired about creating a compliance officer email address rather than continuously changing the policy to update the name of the Chief of HR. Mr. Mitchell Teitelbaum, General Counsel, responded and noted that a specific name needs to be listed. Board Member Messenger also inquired about the definition of instructional materials and Board approval.

Board Member Foreman discussed contact information listed in the policies and suggested listing the contact information on the District Website. She inquired about adding clarification to Policy 2520 and requested that it be pulled from the packet and brought before the Board separately to allow time for additional revisions.

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

Mr. Chapman noted that the proposed revisions would be posted for 30 days prior to the March 28 Public Hearing.

2. Construction Update | School Support Center

Minutes: Mr. Joseph Ranaldi, Chief Operations Officer, utilized the attached presentation to update the Board on the proposed renovation of the School Support Center.

He discussed the following:
- Proposed Renovation/Remodeling
- Project Scope
- Design Status
- Estimated Market Value of Present Building and Site
- New Construction Cost/Budget on Owned Site

Chair Choate noted that the approval for the next steps of the renovation would be on the February 28 Agenda.

Vice-Chair Spray discussed building costs. She requested that Board Members be allowed to have an office on the fifth floor of the School Support Center.

Board Member Messenger stated that the Board Room had been renovated in the last five years. She requested consideration of a conference room being placed on the first floor.

Board Member Tatem stated that he would also like an office space in the building with a conference table.

3. Construction Update | Palma Sola Elementary School

Minutes: Mr. Joseph Ranaldi, Chief Operations Officer, utilized the attached presentation to provide an update regarding Palma Sola Elementary School. He spoke regarding the following:

- Facility Assessments – Jacobs Report
- Facility Assessments – Department of Education – Castaldi Report/Analysis
- Age of Facilities
- Consultant Findings
- Campus Recommendations
- Operating Cost Comparison
- Estimated Cost of Construction – New Construction, Renovation/Modernization
- Alternative Construction Costs/Budget - New Construction, Renovation/Modernization

Following the presentation, the Board asked questions. Mr. Ranaldi and Superintendent Saunders provided information.

Vice-Chair Spray spoke in support of a rebuild of the school.

Chair Choate moved forward on the Agenda to Public Comments.

Following Public Comments, the Board held discussion.

Chair Choate addressed comments and clarified misunderstandings. He discussed the option of rebuilding the school for 500 - 550 student stations and spoke regarding revitalization. He requested the Board reach consensus during the Workshop for moving forward.

Board Member Foreman spoke in support of keeping Palma Sola Elementary School open and rebuilding the facility. She requested an item be placed on the next agenda.

Superintendent Saunders discussed the capital plan and budget.

Vice-Chair Spray spoke regarding feedback from the community. She discussed rebuilding the school for more student stations.

Board Member Messenger spoke regarding capacity of schools and the options. She spoke in support of rebuilding.

Board Member Tatem asked questions and spoke in support of rebuilding the school.

Chair Choate summarized the discussion, noting that the Board reached consensus to move forward with a rebuild of the school.

IV) PUBLIC COMMENTS

Minutes: Public Comment as follows:

1. Kevin Van Ostenbridge
2. Peggy Gardiner
3. Jeremy Todd Anderson
4. Kristina Snyderman
5. Hollie Wollard
6. Jennifer Hubbard
7. Kathryn Smith

8. Abigail Van Ostenbridge
9. Emily Waikem
10. Lauren Busiere
11. Janet Coleman
12. Chester Coleman
13. Jennifer Grimes
14. Deborah Clark
15. Margaret Harvey
16. Mariel McRae

Following Public Comments, Chair Choate called for a brief recess at 11:25 AM and reconvened at 11:33 AM.

The Board returned to the discussion regarding the Palma Sola Elementary School update.

V) ADJOURNMENT

Minutes: Chair Choate adjourned the Workshop at 12:14 PM.

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

NOTICE

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

AGENDA ITEM NO. 8.1

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

Title
Career & Technical Education Month

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

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

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

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

Attachments:
2023-28-02 Proclamation - Career and Technical Education Month

PROCLAMATION

CAREER AND TECHNICAL EDUCATION MONTH 2023
School District of Manatee County

WHEREAS, the month of February has been designated Career and Technical Education Month nationally by the Association for Career and Technical Education; and

WHEREAS, the state of Florida officially recognizes Career and Technical Education as playing an essential role in preparing students to be career-ready with skills that provide for a productive life; and

WHEREAS, the School District of Manatee County has established itself as a state and national leader in Career and Technical Education by offering vigorous and engaging courses of study in its elementary, middle and high schools and through nationally renowned Manatee Technical College; and

WHEREAS, the success of CTE programs in Manatee County has resulted in district students dominating state and national competitions including TSA, HOSA and SkillsUSA events; and

WHEREAS, the School District of Manatee County is home to the very first WOZ-ED Pathway school in Florida and one of the first in the nation at Palm View K-8; and

WHEREAS, the School District of Manatee County is home to the very first Garner Holt Animatronics program in Florida and one of the first on the Nation's East Coast; and

WHEREAS, the School District of Manatee County has more than 400 teachers and staff devoted to providing the resources to prepare students with the technical skills to succeed in both careers and post-secondary education while meeting and exceeding local workforce needs;

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

Adopted with a quorum present and voting this 28th day of February, 2023.

SCHOOL BOARD OF MANATEE COUNTY
MANATEE COUNTY, FLORIDA

_____
Chad Choate, III, Chair

_____
Cynthia Saunders, Superintendent

AGENDA ITEM NO. 8.2

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

Title
Good News Moment

Executive Summary
The School Board recognizes a "Good News" story promoting the achievements and successes of our students, schools and employees found on the District's Good News page at manateeschools.net/goodnews.

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

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

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

AGENDA ITEM NO. 10.1

School Board of Manatee County
February 28, 2023 - Regular Board Meeting

Title
Presentations on Certificates of Participation 2023A

Executive Summary
Ms. Rachel Sellers, Deputy Superintendent of Business Services, and Mr. Joseph Ranaldi, Chief Operations Officer, will present to the Board the projects identified in the Certificates of Participation, Series 2023A.

Mr. Jay Glover, Managing Director, PFM Financial Advisors LLC, will present to the Board a Debt Overview/Certificates of Participation, Series 2023A presentation.

Contact
Submitting Department: Business Services
Initiated By: Rachel Sellers

Attachments:
Manatee Schools - 2023A COPs Presentation - Final
COPS Presentation 230228 Final

The School District of Manatee County, Florida

Debt Overview / COPs, Series 2023A

February 28, 2023

PFM Financial Advisors, LLC

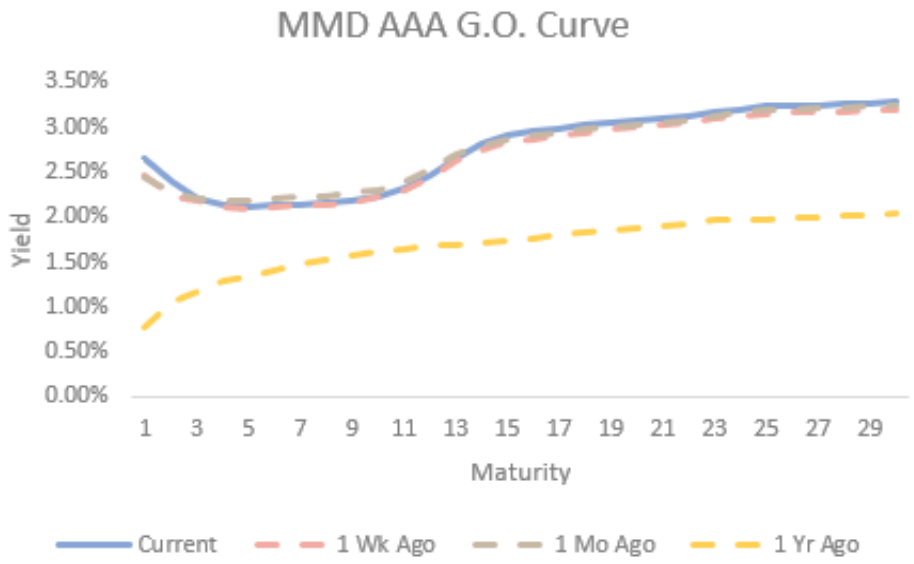
200 S. Orange Ave
Suite 760
Orlando, FL 32801

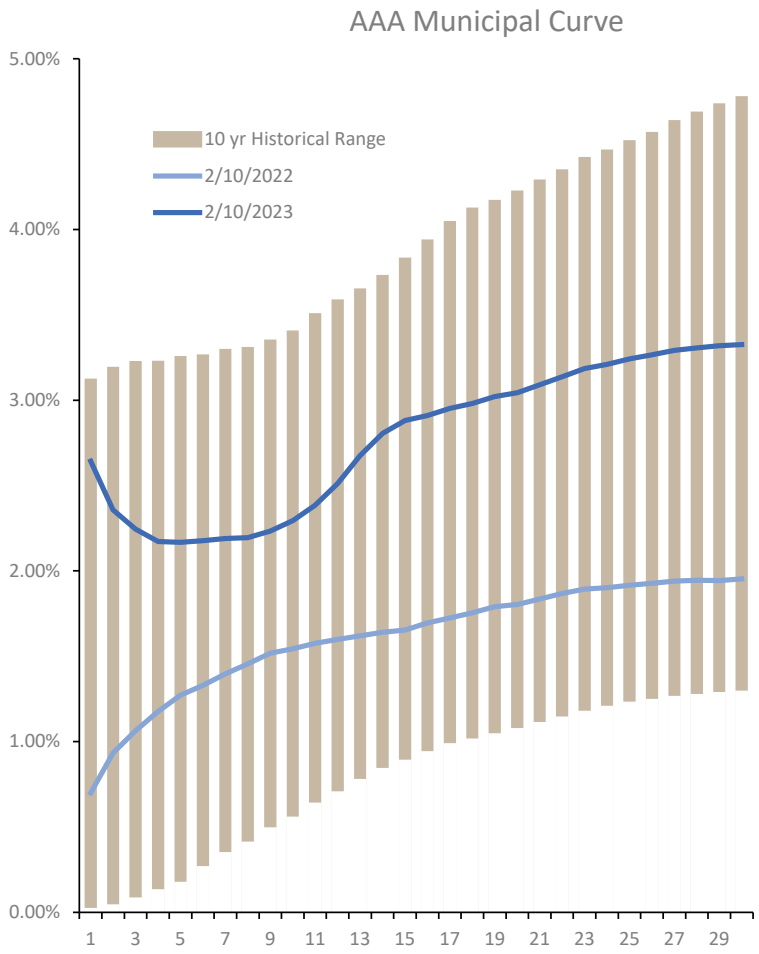
407.648.2208

pfm.com

Municipal Market Conditions

- While tax-exempt interest rates have increased over the last year, they remain just above the 10-year historical average

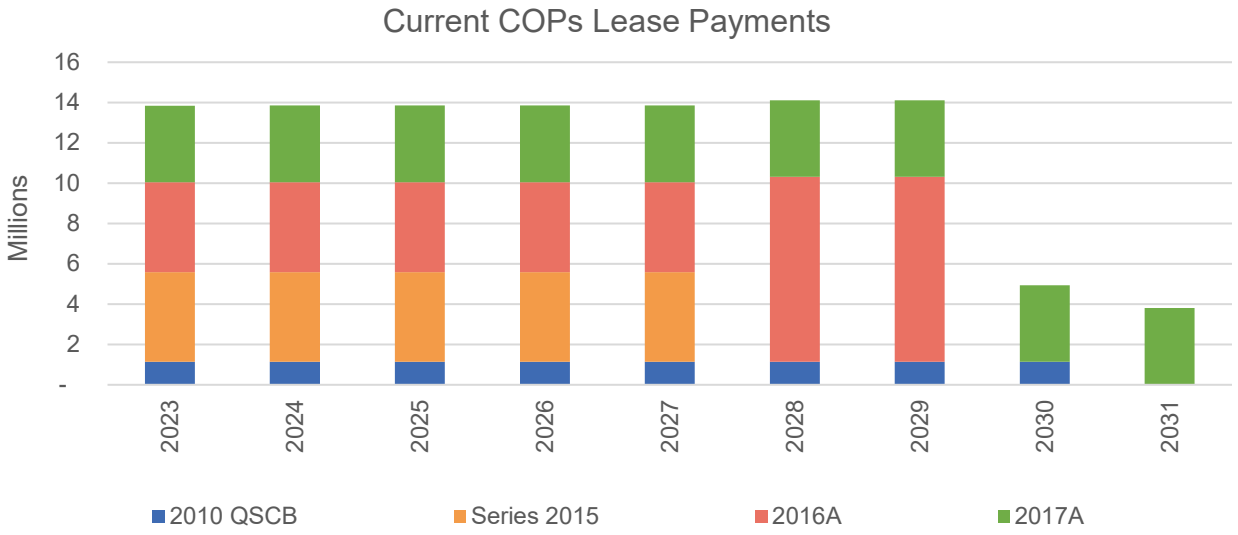




© PFM

Debt Service – COPs Summary

- 0.23 mills of the available 1.50 mills is required to cover maximum annual debt service of $13.9 million occurring in 2029 (assumes FY 2023 taxable assessed value of $60 billion)

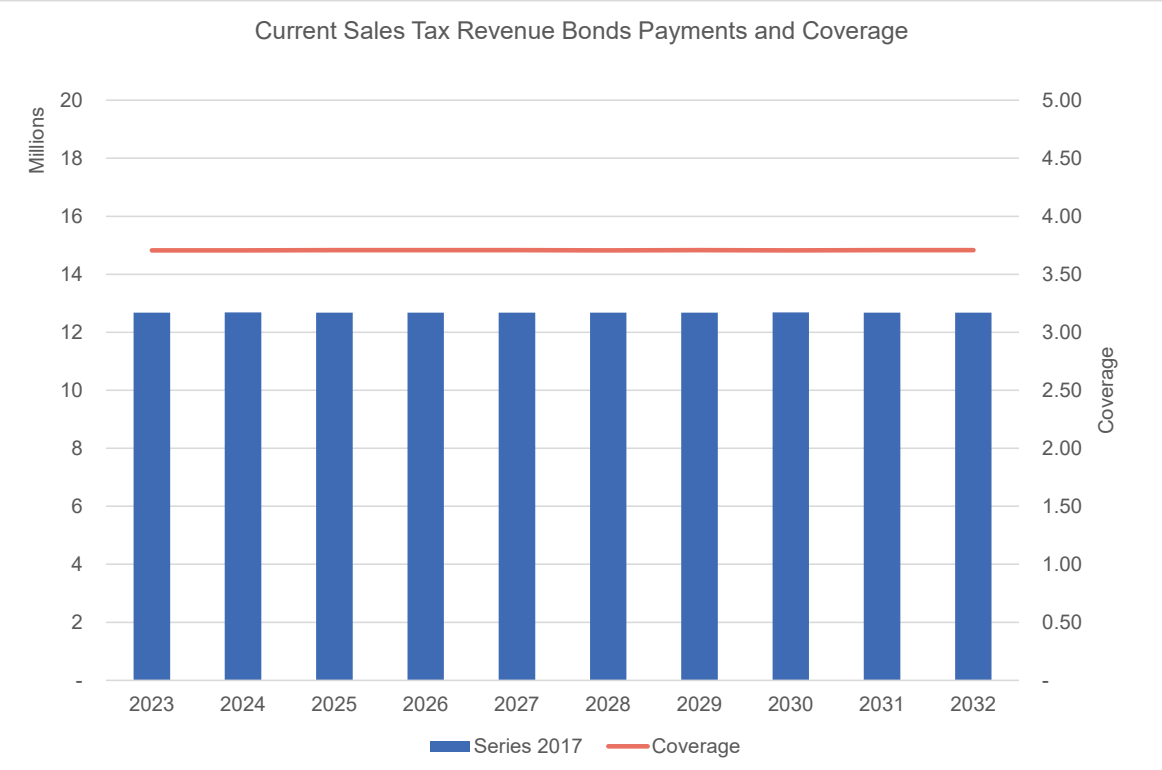


Outstanding Certificates of Participation						
Series	**Type**	**Dated Date**	**Final Maturity**	**Issue Size**	**Outstanding Par**	**Call Date**
Series 2010 QSCB	New Money - Bank Note	10/26/2010	10/01/2029	21,600,000	8,254,737	N/A
Series 2015	Refunding - Bank Note	12/16/2015	07/01/2027	38,470,000	20,440,000	07/01/2023
Series 2016A	Refunding - Public Offering	10/27/2016	07/01/2029	36,780,000	32,660,000	07/01/2026
Series 2017A	Refunding - Bank Note	12/20/2017	07/01/2031	55,890,000	30,215,000	Make-whole anytime
Total				**$ 152,740,000**	**$ 124,383,421**	

© PFM

Debt Service – Sales Tax Summary

- The District has budgeted receipt of $47 million in sales tax revenues in 2023. The District utilized $12.7 million to pay debt service which equates to coverage of 3.71 times



Outstanding Sales Tax Revenue Bonds							
Series	Type	Dated Date	Final Maturity	Issue Size		Outstanding Par	Call Date
Series 2017	New Money - Public Offering	02/23/2017	10/01/2032	$	131,785,000	$ 97,905,000	04/01/2027

© PFM

Refundings

- The District proactively monitors the opportunity to refinance outstanding debt for savings. Below is a summary table of the refundings the District has taken advantage of since 2012. This has resulted in over $15 million in cash flow savings

School District of Manatee County Refunding Summary

Credit	Refunding Series	Dated Date	Refunding Par ($)	Refunded Series	Net Present Value Savings ($)	Net Present Value Savings (%)	Cashflow Savings ($)	Average Annual Cash Flow Savings ($)	Rate / TIC	Final Maturity
COP	2017A	12/20/2017	55,890,000	2008A & 2011A	4,317,413	8.28%	5,042,952	397,779	2.57%	2031
COP	2016A	10/27/2016	36,780,000	2009	3,548,236	8.98%	4,228,977	333,574	2.64%	2029
COP	2015	12/16/2015	38,470,000	2005A & 2007	2,524,447	6.94%	2,975,219	257,781	2.92%	2027
Sales Tax	2012	4/3/2012	49,490,000	2003	2,938,851	6.36%	3,044,058	554,025	1.28%	2017
Total			**$ 180,630,000**		**$ 13,328,948**		**$ 15,291,206**	**$ 1,543,158**		

© PFM

New Money Needs

- The District is proposing to issue Certificates of Participation, Series 2023A (the "2023A COPs" to fund a portion of the costs of the below listed projects.

Facility	Site Improvement	Planning	Acquisition/ Construction	Total Project Cost
Blackburn Elementary School Renovation	$6,962,308	$1,625,422	$21,339,636	$29,927,366
Haile Middle School Renovation	$5,011,300	$2,843,849	$35,849,851	$43,705,000
Oneco Elementary School Renovation	$3,631,00	$2,848,849	$27,670,151	$34,150,000
Tara Elementary School Addition and Renovation	$4,256,207	$5,597,263	$25,407,330	$35,260,800

- As financial advisor to the District, PFM analyzed different financing structures to determine the optimal plan of finance that minimized debt service cost and maintained future flexibility to fund additional projects.

© PFM

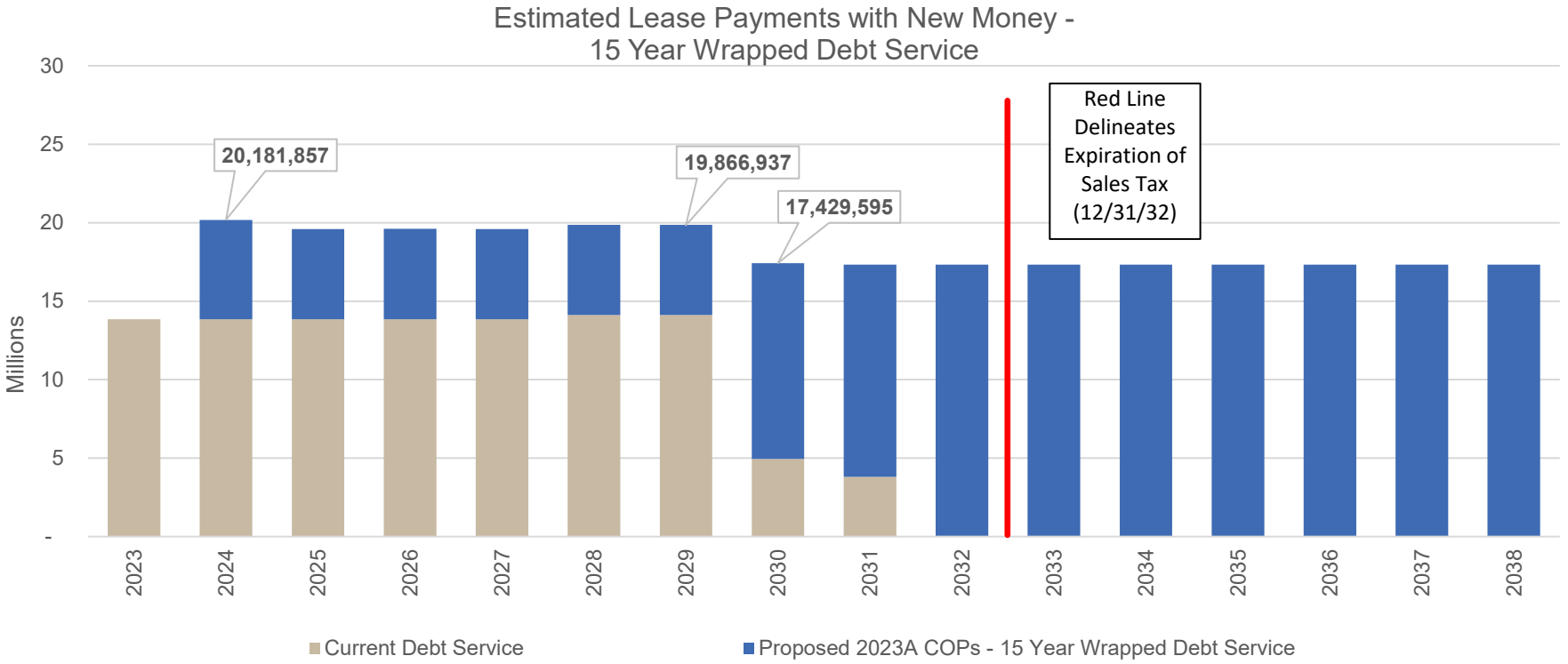
2023A COPs – Summary

- The table below provides a summary of the four (4) financing options:

	15 Year Wrapped Structure	20 Year Wrapped Structure	15 Year Level Structure	20 Year Level Structure
Estimated Project Costs	$131,000,000	$131,000,000	$131,000,000	$131,000,000
Maximum Issuance (Par Amount)	$135,000,000	$135,000,000	$135,000,000	$135,000,000
Final Maturity	7/1/2038	7/1/2043	7/1/2038	7/1/2043
Net Interest Amount	$50,440,828	$73,446,828	$37,983,286	$58,971,134
All-In True Interest Cost	3.53%	3.99%	3.40%	3.86%
Maximum Aggregate Debt Service	$20,181,857	$20,336,407	$25,440,967	$23,662,187
Average Aggregate Debt Service	$18,038,196	$14,842,056	$17,257,122	$14,150,882
Taxable Assessed Value	$59,967,982,716	$59,967,982,716	$59,967,982,716	$59,967,982,716
Post Issuance Millage Required	0.35	0.35	0.44	0.41

© PFM

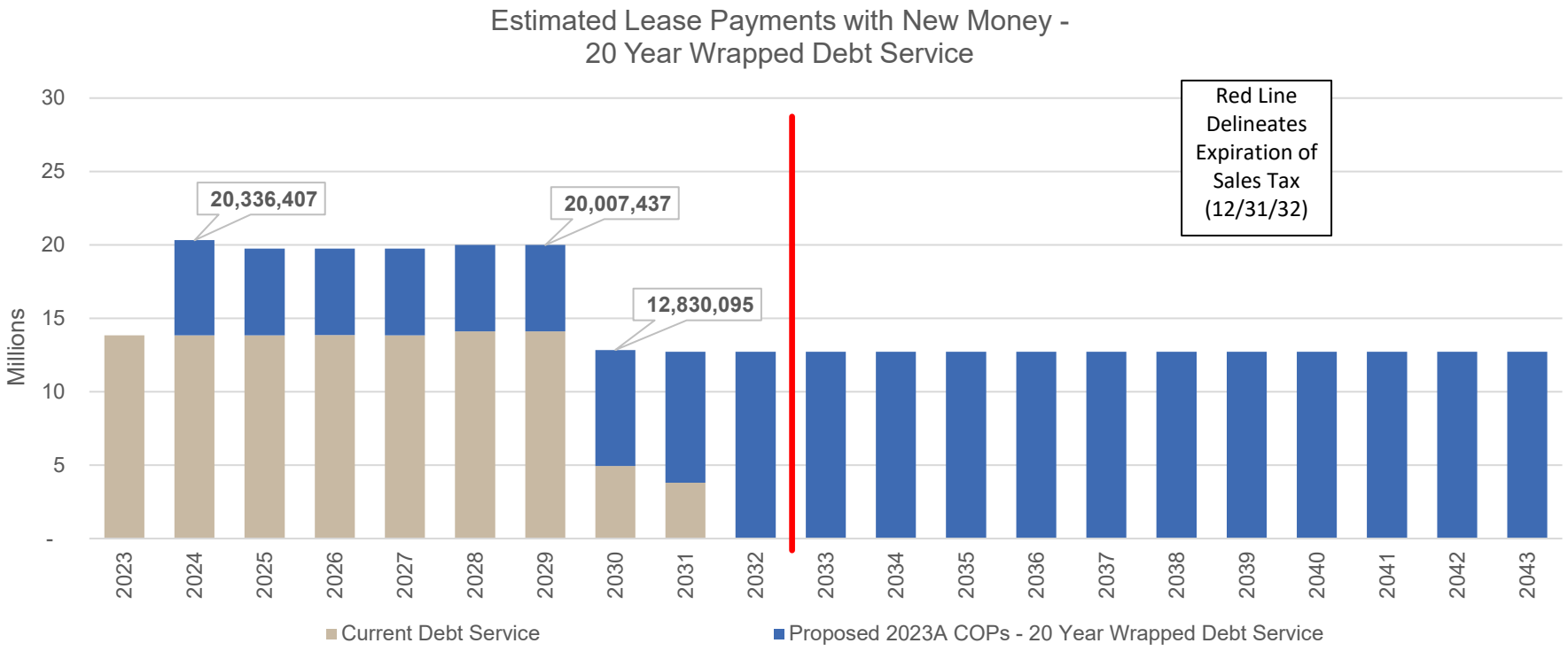
2023A COPs – 15 Year Final Maturity (Wrapped Debt Service)



	15 Year Wrapped Structure
Estimated Project Costs	$131,000,000
Maximum Issuance (Par Amount)	$135,000,000
Final Maturity	7/1/2038
Net Interest Amount	$50,440,828
All-In True Interest Cost	3.53%
Maximum Aggregate Debt Service	$20,181,857
Average Aggregate Debt Service	$18,038,196
Taxable Assessed Value	$59,967,982,716
Post Issuance Millage Required	0.35

© PFM

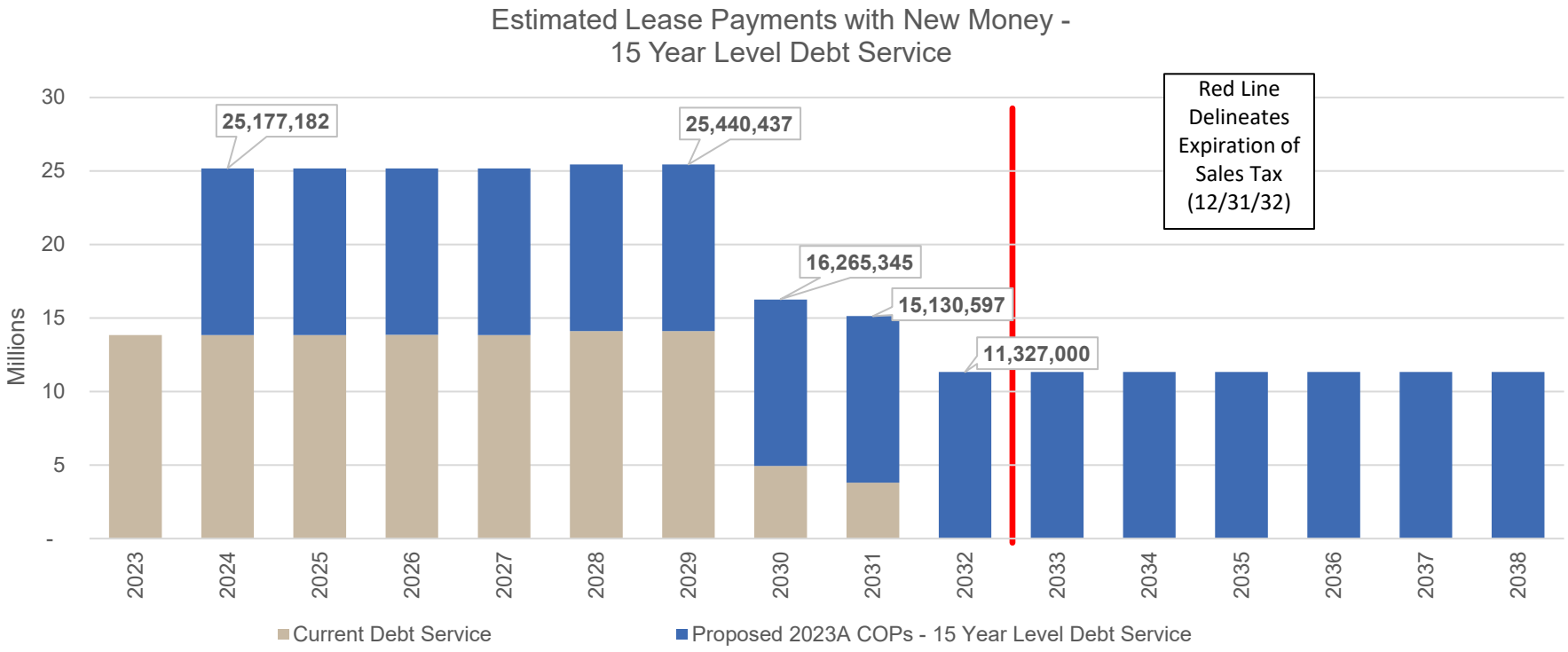
2023A COPs – 20 Year Final Maturity (Wrapped Debt Service)



	20 Year Wrapped Structure
Estimated Project Costs	$131,000,000
Maximum Issuance (Par Amount)	$135,000,000
Final Maturity	7/1/2043
Net Interest Amount	$73,446,828
All-In True Interest Cost	3.99%
Maximum Aggregate Debt Service	$20,336,407
Average Aggregate Debt Service	$14,842,056
Taxable Assessed Value	$59,967,982,716
Post Issuance Millage Required	0.35

© PFM

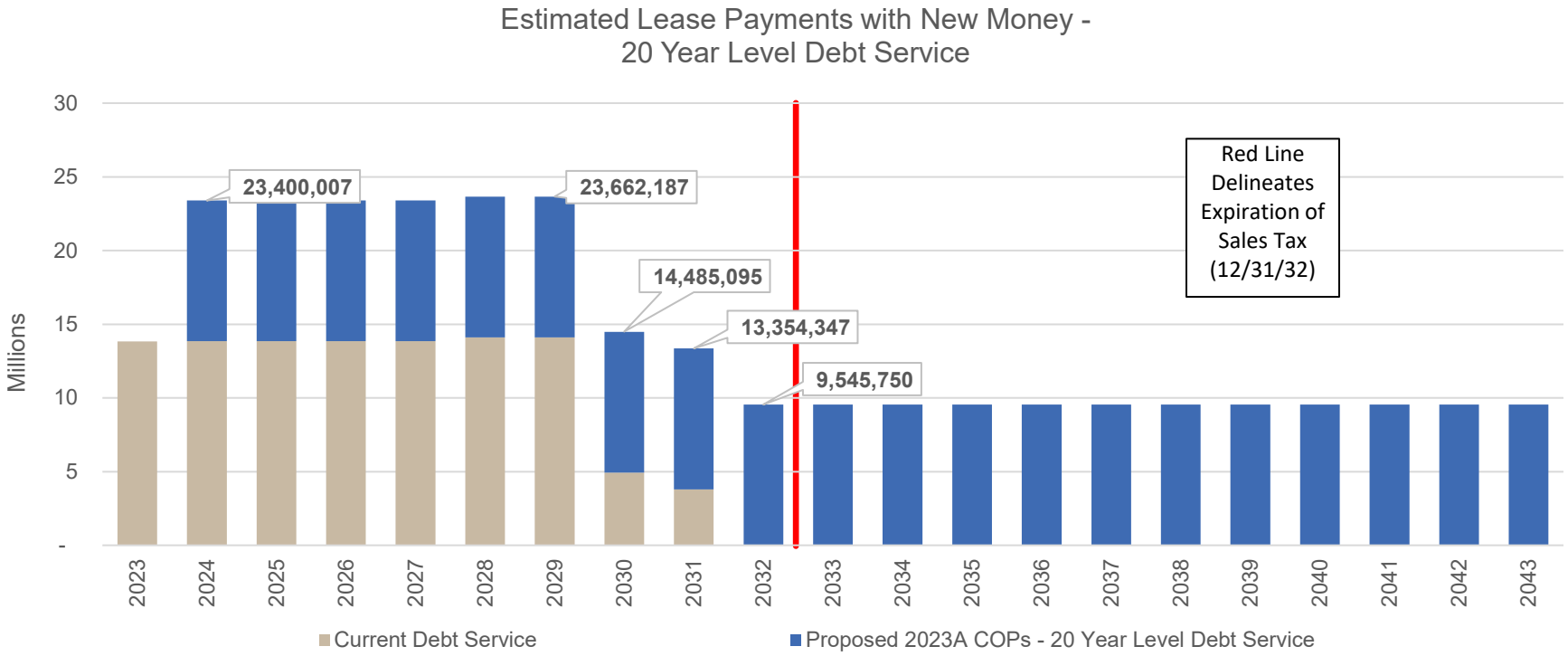
2023A COPs – 15 Year Final Maturity (Level Debt Service)



	15 Year Level Structure
Estimated Project Costs	$131,000,000
Maximum Issuance (Par Amount)	$135,000,000
Final Maturity	7/1/2038
Net Interest Amount	$37,983,286
All-In True Interest Cost	3.40%
Maximum Aggregate Debt Service	$25,440,967
Average Aggregate Debt Service	$17,257,122
Taxable Assessed Value	$59,967,982,716
Post Issuance Millage Required	0.44

© PFM

2023A COPs – 20 Year Final Maturity (Level Debt Service)



	20 Year Level Structure
Estimated Project Costs	$131,000,000
Maximum Issuance (Par Amount)	$135,000,000
Final Maturity	7/1/2043
Net Interest Amount	$58,971,134
All-In True Interest Cost	3.86%
Maximum Aggregate Debt Service	$23,662,187
Average Aggregate Debt Service	$14,150,882
Taxable Assessed Value	$59,967,982,716
Post Issuance Millage Required	0.41

© PFM

2023A COPs – Parameters

- The resolutions being considered by the School Board and Leasing Corporation authorize this issuance of the 2023A COPs based on meeting certain parameters:
  - Not to exceed par amount of $135,000,000
  - Not to exceed underwriter's discount of 0.40% of the par amount
  - Not to exceed True Interest Cost of 5.00%
  - Not to exceed final maturity of July 1, 2043

© PFM

Construction Project Update
COPS Projects

Department of Construction Services

Presented By: Joe Ranaldi
Chief Operations Officer
February 28, 2023

Construction Update

This presentation on behalf of the Department of Construction Services is to update the Board Members on the projects at:

Haile Middle School
Oneco Elementary School
Tara Elementary School
Blackburn Elementary School

Construction Update

Haile Middle School Classroom Addition and Renovation

CM Pre-Construction Agreement with Halfacre Construction Company, ($100,000.00)
A/E Agreement with Long & Associates ($2,059,250.00)

- **Budget** : $43,705,000
- **Funding Source:** COPS & Impact Fee

- **Schedule**:
  - Project Design Start: August 2022
  - Estimated Construction Start: June 2023
  - Substantial Completion: October 2025

- **Scope of Work**:
  - Ten (10) Classroom Building Addition – 220 Student Stations
  - Campus wide renovations – HVAC, Electrical, Life Safety Systems, Roof Replacement
  - Site improvements

- **Architect:** Long & Associates
- **Construction Manager**: Halfacre Construction Company
- **Project Director**: Jeffery Medwetz

Construction Update

Oneco Elementary School Renovation

CM Pre-Construction Agreement with Charles Perry Partners, Inc., ($72,800.00)
A/E Agreement with Zyscovich, LLC ($1,678,768.00)

- **Budget** : $34,150,000.00
- **Funding Source:** COPS

- **Schedule**:
  - Project Design Start: August 2022
  - Estimated Construction Start: June 2023
  - Substantial Completion: October 2025

- **Scope of Work**:
  - DOE Castaldi Analysis – Renovation Only Approved
  - Complete Campus Renovation - HVAC, Electrical, Life Safety Systems, Roof Replacement
  - Site improvements – Vehicular Queuing & Circulation
  - Campus security improvements

- **Architect:** Zyscovich, LLC
- **Construction Manager**: Charles Perry Partners, Inc.
- **Project Director**: Jeffery Medwetz

Construction Update

Tara Elementary School Renovation

CM Pre-Construction Agreement with Creative Contractors, Inc. ($74,206.00)
A/E Agreement with Sweet Sparkman Architects, Inc. ($1,966,079.00)

- **Budget** : $35,260,223.00
- **Funding Source:** COPS

- **Schedule**:
  - Project Design Start: July 2022
  - Estimated Construction Start: July 2023
  - Substantial Completion: July 2025

- **Scope of Work**:
  - DOE Castaldi Analysis – Renovation Only Approved
  - Campus-wide Renovation
  - Four (4) Classroom Building Addition
  - Roof Replacement
  - Site improvements – Vehicular Queuing & Circulation
  - Security upgrades to include fencing and Administration/Reception Areas and removal of portables

- **Architect** – Sweet Sparkman Architecture, Inc.
- **Construction Manager** – Creative Contractors, Inc.
- **Project Director** – John Williams

Construction Update

Blackburn Elementary School Renovation

CM Pre-Construction Agreement with A.D. Morgan ($850,000.00)
A/E Agreement with Wannemacher Jensen Architects ($1,727,211.00)

- **Budget** : $29,927,366
- **Funding Source:** COPS

- **Schedule**:
  - Project Design Start: June 2022
  - Estimated Construction Start: July 2023
  - Substantial Completion: October 2025

- **Scope of Work**:
  - DOE Castaldi Analysis – Replace Buildings 1 and 6
  - Complete Campus Renovation - HVAC, Electrical, Life Safety Systems, Roof Replacement
  - Site improvements – Vehicular Queuing & Circulation
  - Campus security improvements

- **Architect:** Wannemacher Jensen Architects
- **Construction Manager**: A.D. Morgan
- **Project Director**: Jeffery Medwetz

AGENDA ITEM NO. 11.1

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of Resolution No. 2023-01 Authorizing Issuance of Certificates of Participation, Series 2023A, Not to Exceed $135,000,000.00

Executive Summary
On October 27, 2020 the School Board approved Resolution No. 2020-07 authorizing the issuance of Certificates of Participation to finance various educational facilities projects in the District. Due to changes in market conditions and projects to be financed it is necessary to adopt Resolution No. 2023-01, which repeals Resolution No. 2020-07 in certain respects, and approves the various financing and disclosure documents for the Certificates of Participation, Series 2023A (the "Series 2023A Certificates").

The resolution authorizes the issuance of the Series 2023A Certificates in an aggregate principal amount not exceeding $135,000,000.00.

The Series 2023A Certificates shall be issued for the principal purpose of financing the cost of acquiring, constructing and equipping the Series 2023A Project consisting of renovations and/or additions to Blackburn Elementary School, Haile Middle School, Oneco Elementary School and Tara Elementary School, pursuant to the School Board's Master Lease (COPS) Program with the Leasing Corporation and paying certain costs and expenses incurred in connection with the issuance of the Series 2023A Certificates.

The Resolution provides certain terms and details of the Series 2023A Certificates and approves the forms of certain documents related thereto. The Resolution authorizes a negotiated sale of the Series 2023A Certificates as long as certain parameters (described below under "Financial Impact") are met. The Resolution authorizes the Chair and Superintendent to determine certain details of the Series 2023A Certificates, upon the advice of the Board's financial advisor.

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

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

Recommendation
The Superintendent recommends approval of Resolution No. 2023-01 authorizing the issuance of Certificates of Participation, Series 2023A, not to exceed $135,000,000.00.

Financial Impact
Offer to provide for, among other things, (i) not exceeding $135,000,000.00 aggregate principal amount of Series 2023A Certificates, (ii) an underwriting discount (including management fee and all expenses) not in excess of 0.40% of the par amount of the Series 2023A Certificates, (iii) a true interest cost of not more than

5.00% per annum, and (iv) the maturities of the Series 2023A Certificates, with the final maturity being not later than 2043.

Contact
Submitting Department: Business Services
Initiated By: Rachel Sellers

Attachments:
FINAL Certificate Resolution with Exhibits (with updated POS)

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
CERTIFICATE RESOLUTION 2023-01

A RESOLUTION OF THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, APPROVING THE LEASE OF CERTAIN LAND OWNED BY THE BOARD TO THE MANATEE SCHOOL BOARD LEASING CORPORATION IN CONNECTION WITH THE LEASE-PURCHASE FINANCING OF CERTAIN EDUCATIONAL FACILITIES PROJECTS WITHIN THE DISTRICT; AUTHORIZING THE EXECUTION AND DELIVERY OF LEASE SCHEDULE NO. 2023A RELATING TO THE LEASE-PURCHASE OF SAID PROJECTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A SERIES 2023A SUPPLEMENTAL TRUST AGREEMENT WITH U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE, PURSUANT TO WHICH THE TRUSTEE WILL EXECUTE, AUTHENTICATE AND DELIVER NOT EXCEEDING $135,000,000 AGGREGATE PRINCIPAL AMOUNT OF CERTIFICATES OF PARTICIPATION (THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA MASTER LEASE PROGRAM), SERIES 2023A EVIDENCING AN UNDIVIDED PROPORTIONATE INTEREST OF OWNERS THEREOF IN BASIC RENT PAYMENTS TO BE MADE UNDER A MASTER LEASE-PURCHASE AGREEMENT BY THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA; AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AGREEMENT RELATING TO THE LEASE OF CERTAIN REAL PROPERTY; AUTHORIZING A DELEGATED NEGOTIATED SALE OF SUCH CERTIFICATES OF PARTICIPATION UPON MEETING CERTAIN CONDITIONS SPECIFIED HEREIN; DELEGATING TO THE CHAIRMAN OR VICE-CHAIRMAN AND SUPERINTENDENT OR HIS OR HER DESIGNEE THE AUTHORITY TO APPROVE THE FINAL TERMS AND DETAILS OF THE SERIES 2023A CERTIFICATES UPON SATISFACTION OF THE CONDITIONS SET FORTH HEREIN; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFERING STATEMENT AND THE EXECUTION AND DELIVERY

OF A FINAL OFFERING STATEMENT WITH RESPECT TO SUCH CERTIFICATES OF PARTICIPATION; AUTHORIZING THE EXECUTION AND DELIVERY OF A CERTIFICATE PURCHASE CONTRACT, A DISCLOSURE DISSEMINATION AGENT AGREEMENT AND VARIOUS RELATED DOCUMENTS WITH RESPECT TO SUCH CERTIFICATES OF PARTICIPATION UPON MEETING CERTAIN CONDITIONS SPECIFIED HEREIN; AUTHORIZING MUNICIPAL BOND INSURANCE FOR SUCH CERTIFICATES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The School Board of Manatee County, Florida (the "Board"), as governing body of the School District of Manatee County, Florida (the "District") desires to lease-purchase certain educational facilities comprised of renovations and/or additions at Haile Middle School, Tara Elementary School, Blackburn Elementary School and Oneco Elementary School and such other facilities as may be lease-purchased from time to time in accordance with applicable law (collectively, the "Series 2023A Project"); and

WHEREAS, the Board has heretofore determined that the most appropriate way of financing the Series 2023A Project is through the lease-purchase of the Series 2023A Project utilizing the Board's master lease-purchase financing program (the "Financing Program") with the Manatee School Board Leasing Corporation (the "Corporation") pursuant to that certain Master Lease-Purchase Agreement, dated as of June 1, 1996 (the "Master Lease"), between the Board and the Corporation, as amended and supplemented, particularly as amended and supplemented by that certain Lease Schedule No. 2023A (together with the Master Lease, the "Series 2023A Lease"); and

WHEREAS, as part of the Financing Program it is necessary that the Board lease to the Corporation the sites on which certain components of the Series 2023A Project will be located, which sites (collectively, the "Premises") are identified in Exhibit A attached to the Ground Lease Agreement, between the Board and the Corporation (the "Ground Lease"), the substantially final form of which Ground Lease is being presented to the Board at this meeting and is attached hereto as Exhibit A; and

WHEREAS, if deemed to be in the best interest of the Board, upon the advice of the Board's Financial Advisor (as defined herein) all or a portion of the payments represented by the Series 2023A Certificates may be insured by a municipal bond insurance policy as determined by the Superintendent as provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, ACTING AS THE GOVERNING BODY OF THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA:

SECTION 1. DEFINITIONS. The following capitalized terms shall have the following meanings herein, unless the text otherwise expressly requires. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Act" shall mean Chapters 1001 through 1013, Florida Statutes, as amended, and other applicable provisions of law.

"Assignment of Ground Lease" means the Assignment of Ground Lease from the Corporation to the Trustee, the substantially final form of which is attached hereto as Exhibit H.

"Basic Rent Payments" shall have the meaning ascribed to such term in the Trust Agreement.

"Board" means The School Board of Manatee County, Florida, acting as the governing body of the District.

"Certificate Purchase Contract" means the Certificate Purchase Contract, to be dated the date of sale of the Series 2023A Certificates, among the Underwriters, the Corporation and the Board, the substantially final form of which is attached hereto as Exhibit D.

"Chairman" means the Chairman of the Board and, in his or her absence or unavailability, the Vice-Chairman of the Board or such other person as may be duly authorized to act on his or her behalf.

"Corporation" means the Manatee School Board Leasing Corporation, a Florida not-for-profit corporation and any successor thereto.

"Deputy Superintendent of Business Services" means the Deputy Superintendent of Business Services of the District and, in his or her absence or unavailability, the Director of Finance or such other person as may be duly authorized to act on his or her behalf.

"Director of Finance" means the Director of Finance of the District or his or her designee.

"Disclosure Agreement" means the Disclosure Dissemination Agent Agreement by and between the Board and Digital Assurance Certification, L.L.C., the substantially final form of which is attached hereto as Exhibit G.

"District" means the School District of Manatee County, Florida, a public body corporate and politic, and any successor thereto.

"Financial Advisor" means PFM Financial Advisors LLC.

"Ground Lease" means the Ground Lease Agreement, between the Board and the Corporation, the substantially final form of which is attached hereto as a part of Exhibit A.

"Lease Schedule No. 2023A" means Lease Schedule No. 2023A to the Master Lease-Purchase Agreement, between the Corporation and the Board, the substantially final form of which is attached hereto as Exhibit B.

"Master Lease-Purchase Agreement" means the Master Lease-Purchase Agreement, dated as of June 1, 1996, between the Corporation and the Board.

"Municipal Bond Insurance Policy" means the municipal bond insurance policy, if any, issued by the Series 2023A Insurer guaranteeing the scheduled payment, when due, of the principal and interest on all or a portion of the Series 2023A Certificates as provided therein.

"Secretary" or **"Superintendent"** means the Superintendent of the District, who is the ex-officio Secretary of the Board and, in his or her absence or unavailability, the Deputy Superintendent of Business Services and any other Deputy Superintendent of the District or such other person as may be duly authorized to act on his or her behalf.

"Series 2023A Certificates" means the Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2023A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida, to be dated as of their date of issuance (or such other date as shall be set forth in the Certificate Purchase Contract) and to be executed, authenticated and delivered by the Trustee under the Trust Agreement.

"Series 2023A Insurer" means the municipal bond insurance company, if any, approved by the Superintendent issuing the Municipal Bond Insurance Policy.

"Series 2023A Lease" means the Master Lease-Purchase Agreement, as amended and supplemented pursuant to Lease Schedule No. 2023A.

"Series 2023A Project" shall have the meaning as ascribed thereto in Lease Schedule No. 2023A, as the same may be amended or modified from time to time in accordance with the Lease Agreement.

"Series 2023A Supplemental Trust Agreement" means the Series 2023A Supplemental Trust Agreement relating to the Series 2023A Certificates, among the Corporation, the Board and the Trustee, the substantially final form of which is attached hereto as Exhibit C.

"Thirteenth Amendment to Assignment of Lease Agreement" means the Thirteenth Amendment to Assignment of Lease Agreement, from the Corporation to the Trustee, the substantially final form of which is attached hereto as Exhibit E.

"Trust Agreement" means the Master Trust Agreement, dated as of June 1, 1996, among the Corporation, the Board and the Trustee, as amended and supplemented, particularly as supplemented pursuant to the Series 2023A Supplemental Trust Agreement.

"Trustee" means U.S. Bank Trust Company, National Association, or any successor thereto.

"Underwriter(s)" means, collectively, Raymond James & Associates, Inc., PNC Capital Markets LLC and the other underwriters, if any, listed in the Certificate Purchase Contract.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act and other applicable provisions of law.

SECTION 3. FINDINGS. It is hereby found and determined that:

(A) The Board has heretofore established a master lease-purchase program for the lease-purchase financing of various projects in accordance with the terms of the Master Lease-Purchase Agreement and the Trust Agreement.

(B) The Board is authorized and empowered by the Act to enter into transactions such as those contemplated by this Resolution, the Master Lease-Purchase Agreement, Lease Schedule No. 2023A, the Trust Agreement, the Disclosure Agreement, the Ground Lease and to fully perform its obligations hereunder and thereunder in order to lease-purchase the Series 2023A Project.

(C) Due to the present volatility of the market for tax-exempt obligations such as the Series 2023A Certificates and the complexity of the transactions relating to such Series 2023A Certificates, it is in the best interest of the Board that the Series 2023A Certificates be sold by a delegated negotiated sale in accordance with the terms and conditions hereof, allowing market entry at the most advantageous time, rather than at a specified advertised date, thereby obtaining the best possible price and interest rate for the Series 2023A Certificates.

(D) The Board has been advised by its Financial Advisor as to the market appropriateness of preparing for the purchase proposal of the Underwriters in light of current market levels and conditions and as to the acceptance of a Certificate Purchase Contract pursuant to a delegated sale subject to the conditions provided herein.

(E) The Series 2023A Certificates shall be secured solely as provided in the Trust Agreement, the Series 2023A Lease and the Ground Lease, it being understood that neither

the Series 2023A Certificates nor the interest represented thereby shall be or constitute a general obligation of the District, the Board, Manatee County, Florida or the State of Florida, or any political subdivision or agency thereof, a pledge of the faith and credit of the District, the Board, Manatee County, Florida or the State of Florida, or any political subdivision or agency thereof, or a lien upon any property of or located within the boundaries of the District.

SECTION 4. LEASE OF PREMISES. All or a portion of the land constituting the Premises to be identified in Exhibit A attached to the Ground Lease and made a part hereof is hereby approved for leasing to the Corporation as part of the Financing Program in accordance with the terms and provisions of the Ground Lease.

SECTION 5. AUTHORIZATION OF LEASE-PURCHASE OF SERIES 2023A PROJECT. Subject to satisfaction of all of the conditions set forth in Section 9(B) hereof, the Board hereby authorizes the lease-purchase of the Series 2023A Project in accordance with the terms of the Series 2023A Lease.

SECTION 6. APPROVAL OF GROUND LEASE. Subject to satisfaction of all of the conditions set forth in Section 9(B) hereof, the Ground Lease, substantially in the form attached hereto as Exhibit A, is hereby approved by the Board with such changes, modifications, deletions and additions as may be hereafter necessary in order to complete the documentation of the lease-purchase financing of the Series 2023A Project in accordance with the terms thereof and the Board hereby authorizes and directs the Chairman to execute the Ground Lease, and the Secretary to attest the same under the seal of the Board and to deliver the Ground Lease to the Corporation for its execution. If the Board acquires any additional sites for the Series 2023A Project the Chairman is hereby authorized to execute and deliver such amendatory or supplemental documents as shall be necessary to subject such property to the terms of the Ground Lease.

SECTION 7. APPROVAL OF LEASE SCHEDULE NO. 2023A. Subject to satisfaction of all of the conditions set forth in Section 9(B) hereof, the Board hereby authorizes and directs the Chairman to execute Lease Schedule No. 2023A, and the Secretary to attest the same under the seal of the Board, and to deliver Lease Schedule No. 2023A to the Corporation for its execution. Lease Schedule No. 2023A shall be in substantially the form attached hereto as Exhibit B, with such changes, modifications, deletions and additions as may be approved by the Chairman and in any event, including those changes necessary to reflect the final terms and details of the Series 2023A Certificates determined in accordance with Section 9(B) hereof including, without limitation, the schedule of Basic Rent Payments. Execution by the Chairman of Lease Schedule No. 2023A shall be deemed to be conclusive evidence of approval of such changes.

SECTION 8. APPROVAL OF SERIES 2023A SUPPLEMENTAL TRUST AGREEMENT. Subject to satisfaction of all of the conditions set forth in Section

9(B) hereof, the Board hereby authorizes and directs the Chairman to execute the Series 2023A Supplemental Trust Agreement, and the Secretary to attest the same under the seal of the Board and to deliver the Series 2023A Supplemental Trust Agreement to the Corporation and the Trustee for their execution. The Series 2023A Supplemental Trust Agreement shall be in substantially the form attached hereto as Exhibit C, with such changes, modifications, deletions and additions as may be approved by said Chairman, including the final terms and provisions of the Series 2023A Certificates determined in accordance with Section 9(B) hereof as shall be set forth in the Certificate Purchase Contract. Execution by the Chairman of the Series 2023A Supplemental Trust Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 9. DELEGATED NEGOTIATED SALE OF SERIES 2023A CERTIFICATES AND DESCRIPTION OF THE SERIES 2023A CERTIFICATES. (A) Subject to the requirements which must be satisfied in accordance with the provisions of Section 9(B) below prior to the issuance of the Series 2023A Certificates, the Board hereby authorizes the issuance of a Series of Certificates, to be known as the "Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2023A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida" for the principal purpose of providing moneys for lease-purchase financing (including through reimbursement) of the Series 2023A Project. The Series 2023A Certificates shall be issued only in accordance with the provisions of the Trust Agreement and all the provisions hereof and of the Trust Agreement shall be applicable thereto.

(B) Subject to full satisfaction of the conditions set forth in this Section 9(B), the Board hereby authorizes a delegated negotiated sale of the Series 2023A Certificates to the Underwriters in accordance with the terms of a Certificate Purchase Contract to be dated the date of sale and to be substantially in the form attached hereto as Exhibit D, with such changes, modifications, deletions and additions thereto as shall be approved by the Chairman and the Superintendent in accordance with the provisions of this Section 9(B), the execution thereof being deemed conclusive evidence of the approval of such changes and the full and complete satisfaction of the conditions set forth in this Section 9(B). The Certificate Purchase Contract shall not be executed by the Chairman and the Superintendent until such time as all of the following conditions have been satisfied:

(1) Receipt by the Chairman and the Superintendent of a written offer to purchase the Series 2023A Certificates by the Underwriters substantially in the form of the Certificate Purchase Contract, said offer to provide for, among other things, (i) the issuance of not exceeding $135,000,000 aggregate principal amount of Series 2023A Certificates, (ii) an underwriting discount (including management fee and all expenses) not in excess of 0.40% of the par amount of the Series 2023A Certificates, (iii) a true interest cost of not

more than 5.00% per annum, and (iv) the maturities of the Series 2023A Certificates with the final maturity no later than July 1, 2043.

(2) With respect to any prepayment terms of the Series 2023A Certificates, the first call date may be no later than July 1, 2033 at a prepayment price of the par amount of that portion of the Series 2023A Certificates to be prepaid. Term Certificates may be established with such Amortization Installments (or no Amortization Installments) as the Chairman and Superintendent deem appropriate. Alternatively, the Series 2023A Certificates may be issued as non-callable Certificates if the Chairman and Superintendent deem it appropriate.

(3) Receipt by the Chairman and Superintendent from the Underwriters of a disclosure statement and truth-in-bonding information complying with Section 218.385, Florida Statutes and substantially in the form of Exhibit D to the Certificate Purchase Contract.

(4) The issuance of the Series 2023A Certificates shall not exceed any debt limitation prescribed by law, and such Series 2023A Certificates, when issued, will be within the limits of all constitutional or statutory debt limitations.

(5) The Superintendent and Chairman shall determine, based upon advice of the Financial Advisor, in consultation with the Underwriters, whether or not to provide for a Municipal Bond Insurance Policy for all, a portion or none of the Series 2023A Certificates.

SECTION 10. APPROVAL OF THIRTEENTH AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT AND ASSIGNMENT OF GROUND LEASE. Subject to satisfaction of all of the conditions set forth in Section 9(B) hereof, the Board hereby authorizes and approves the execution and delivery by the Corporation of the Thirteenth Amendment to Assignment of Lease Agreement and the Assignment of Ground Lease, substantially in the forms attached hereto as Exhibits E and H, respectively, with such changes, modifications, deletions and additions as may be approved by the Corporation.

SECTION 11. PRELIMINARY OFFERING STATEMENT. The use and distribution of the Preliminary Offering Statement, substantially in the form attached hereto as Exhibit F, by the Underwriters for the purpose of offering the Series 2023A Certificates for sale is hereby authorized and ratified which such changes thereto as authorized representatives of the Board may approve prior to the distribution thereof. The Board hereby authorizes the Superintendent or the Deputy Superintendent of Business Services to deem the Preliminary Offering Statement "final" as of its date within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, except for such "permitted omissions" as defined under such Rule.

SECTION 12. OFFERING STATEMENT. The form, terms and provisions of the Offering Statement relating to the Series 2023A Certificates, shall be substantially as set forth in the Preliminary Offering Statement. The Chairman and the Secretary are each hereby authorized and directed to execute and deliver said Offering Statement in the name and on behalf of the Board, and thereupon to cause such Offering Statement to be delivered to the Underwriters within seven business days of the date of the Certificate Purchase Contract with such changes, modifications, deletions and additions as may be approved by said Chairman. Said Offering Statement, including any such changes, modifications, deletions and additions as approved by the Chairman, and the information contained therein are hereby authorized to be used in connection with the sale of the Series 2023A Certificates to the public. Execution by the Chairman and the Secretary of the Offering Statement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 13. APPROVAL OF DISCLOSURE AGREEMENT. The Board hereby authorizes and directs the Chairman to execute the Disclosure Agreement and to deliver the Disclosure Agreement to Digital Assurance Certification, L.L.C. for its execution. The Disclosure Agreement shall be in substantially the form attached hereto as Exhibit G, with such changes, modifications, deletions and additions as may be approved by said Chairman. Execution by the Chairman of the Disclosure Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 14. APPOINTMENT OF TRUSTEE. U.S. Bank Trust Company, National Association is hereby appointed as Trustee in connection with the Series 2023A Certificates.

SECTION 15. MUNICIPAL BOND INSURANCE. Upon approval of the Series 2023A Insurer, if any, in accordance with Section 9(B) hereof, the Superintendent, the Chairman and the Deputy Superintendent of Business Services are each hereby authorized to take such actions (including, without limitation, approval of changes to the documents herein approved) and to execute such commitments, agreements, certificates, instruments and opinions as shall be necessary or desirable to procure the issuance of the Municipal Bond Insurance Policy by the Series 2023A Insurer.

SECTION 16. EXECUTION OF DOCUMENTS. The Chairman, Vice-Chairman, Superintendent, ex-officio Secretary of the Board, any Deputy Superintendent and the Deputy Superintendent of Business Services are hereby authorized to execute and deliver such documents and certificates, including the various closing documents and certificates required by Special Counsel in connection with the issuance of the Series 2023A Certificates (including, but not limited to, incumbency and signature certificates, a general closing certificate, certificate as to delivery and payment, IRS Form 8038-G, the certificate as to arbitrage and other tax matters, cross receipt and the certificate as to certified copy of this Resolution), in addition to those expressly authorized by this Resolution, and to take such further actions as they shall deem reasonably necessary or

appropriate to effect the issuance of the Series 2023A Certificates and the other transactions contemplated by this Resolution.

SECTION 17. GENERAL AUTHORITY; OFFICIAL INTENT TO REIMBURSE. (A) Subject to satisfaction of all of the requirements of Section 9(B) hereof, the members of the Board, the Superintendent, the Deputy Superintendent of Business Services, the Director of Finance and the officers, attorneys and other agents or employees of the District are each hereby authorized to do all acts and things required of them by this Resolution, the Offering Statement or the Certificate Purchase Contract, or desirable or consistent with the requirements of this Resolution, the Series 2023A Lease, the Trust Agreement, the Ground Lease, the Offering Statement, the Disclosure Agreement or the Certificate Purchase Contract for the full punctual and complete performance of all the terms, covenants and agreements contained herein or therein, and each member, employee, attorney and officer of the District and the Superintendent is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. The foregoing officers are authorized to change the dated date of the documents authorized herein or to change the series designation of the Series 2023A Certificates, if necessary or desirable, for accomplishing the acts herein authorized.

(B) With respect to the Oneco Elementary School component of the Series 2023A Project, this Resolution shall constitute the official intent of the Board to reimburse various costs and expenditures relating to the acquisition, construction and equipping of such component of the Series 2023A Project to be located within the District in accordance with the laws of the State, the Code and applicable Treasury Regulations, all of which costs and expenditures represent capital expenditures to be paid from the District's Capital Projects Funds.

SECTION 18. FINANCIAL ADVISORY SERVICES. The Board hereby authorizes the Superintendent or the Deputy Superintendent of Business Services to execute an engagement letter or agreement with the Financial Advisor to provide financial advisory services in connection with the issuance of the Series 2023A Certificates and to pay related fees.

SECTION 19. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 20. REPEAL OF INCONSISTENT DOCUMENTS. All prior resolutions, in particular Resolution 2020-07 adopted by the Board on October 27, 2020,

or parts thereof, in conflict herewith are hereby superseded and repealed to the extent of such conflict; provided that Section 17(B) of Resolution 2020-07 relating to the reimbursement of certain costs of the Series 2023A Project shall remain in full force and effect.

SECTION 21. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

ADOPTED at a Regular Meeting this 28th day of February, 2023.

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, ACTING AS THE GOVERNING BODY OF THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA

(SEAL)

By: _____
Chairman

ATTEST:

_____
Superintendent/Secretary

EXHIBIT A

FORM OF GROUND LEASE AGREEMENT

GROUND LEASE AGREEMENT

by and between

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,
as Lessor

and

MANATEE SCHOOL BOARD LEASING CORPORATION,
as Lessee

Dated as of [MONTH] 1, 2023

TABLE OF CONTENTS

		Page
SECTION 1.	LEASED PREMISES	2
SECTION 2.	TERM	4
SECTION 3.	USE OF PREMISES	4
SECTION 4.	RENTAL	5
SECTION 5.	OWNERSHIP OF IMPROVEMENTS AND SURRENDER OF PREMISES	6
SECTION 6.	BOARD'S INTEREST NOT SUBJECT TO CERTAIN LIENS	7
SECTION 7.	INSURANCE	7
SECTION 8.	CONDITION OF PREMISES, UTILITIES, CONCEALED CONDITIONS	7
SECTION 9.	LIMITATION ON LEASEHOLD MORTGAGES, ASSIGNMENT AND SUBLETTING	8
SECTION 10.	UTILITY EASEMENTS	8
SECTION 11.	DUTIES DEEMED PERFORMED	9
SECTION 12.	TAXES AND FEES	9
SECTION 13.	DEFAULT BY THE CORPORATION	10
SECTION 14.	REMEDIES OF BOARD	10
SECTION 15.	NO WAIVERS	11
SECTION 16.	QUIET ENJOYMENT	11
SECTION 17.	TERMS BINDING UPON SUCCESSORS	11
SECTION 18.	CONDEMNATION	11
SECTION 19.	NON-MERGER OF LEASEHOLD	12
SECTION 20.	MEMORANDUM OF GROUND LEASE	12
SECTION 21.	CHANGES TO PROPERTY DESCRIPTION	12
SECTION 22.	OPTION TO RENEW	13
SECTION 23.	ESTOPPEL CERTIFICATES	13
SECTION 24.	NONRECOURSE OBLIGATION OF THE CORPORATION	13
SECTION 25.	NO RECOURSE UNDER AGREEMENT	13
SECTION 26.	RADON GAS	13
SECTION 27.	MISCELLANEOUS	14

EXHIBIT A	PREMISES DESCRIPTION
EXHIBIT B	DESCRIPTION OF SERVIENT PROPERTY
EXHIBIT C	GROUND LEASE SUPPLEMENT

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (hereinafter referred to as this "Ground Lease") is made and entered into as of **[**MONTH**]** 1, 2023, by and between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a school board duly organized and existing under the laws of the State of Florida (the "Board"), as lessor, acting as the governing body of the School District of Manatee County, Florida, and the **MANATEE SCHOOL BOARD LEASING CORPORATION**, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, having an office in Bradenton, Florida (the "Corporation"), as lessee.

Capitalized terms not otherwise defined herein shall have the meanings set forth in Exhibit A to the Master Trust Agreement, dated as of June 1, 1996, as amended and supplemented, particularly as amended and supplemented by the Series 2023A Supplemental Trust Agreement, dated as of **[**MONTH**]** 1, 2023.

WHEREAS, the Board is the owner of certain parcels of real property located in Manatee County, Florida and described in Exhibit A hereto (which, together with any easements or other rights or privileges in adjoining property inuring to the fee simple owner of such land by reason of ownership of such land and together with all parcels of real property hereunder made subject to the Ground Lease, is hereinafter referred to as the "Premises"); and

WHEREAS, the Corporation desires to acquire a leasehold interest in the Premises and construct thereon certain educational facilities (together with the acquisition of certain Equipment, the "Series 2023A Project") and to lease the Series 2023A Project, including a sublease of the Premises, to the Board, all in accordance with the terms and provisions of the Lease Agreement; and

WHEREAS, the Corporation desires to locate each such educational facilities on the real property comprising the Premises; and

WHEREAS, the Board owns that certain real property more particularly described on Exhibit B attached hereto and made a part hereof ("Servient Property") which such Servient Property now has or will hereafter have certain buildings, structures and improvements erected and situated thereon (collectively, the "Servient Buildings"); and

WHEREAS, it is anticipated that the Series 2023A Project may be attached to the Servient Property for pedestrian and vehicular ingress, egress and access to and from and between the Premises and the public roads adjoining the Servient Property (hereinafter referred to as "Access"); and may further be dependent upon the Servient Property for utility and other enjoyment of the Premises which such services include, but are not necessarily limited to, drainage, sewer and water service, electric and telephone service, gas service and parking of vehicles (collectively, the "Services"); and

WHEREAS, the Corporation desires to acquire from the Board, pursuant to this Ground Lease, and the Board is willing to grant to the Corporation, the right to utilize the Servient Property to the extent reasonably necessary for Access and for the Services and the Corporation and the Board desire to provide for the structural attachment of certain of the components of the Series 2023A Project to the Servient Buildings;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained and for other valuable consideration, the parties hereto agree as follows;

SECTION 1. LEASED PREMISES. (a) Pursuant to the terms and provisions hereof, the Board hereby leases, grants, demises and transfers the Premises to the Corporation. The Board hereby agrees to make all parcels of real property on which the Series 2023A Project is sited part of the Premises and subject to this Ground Lease. The Board shall execute, deliver and record one or more supplements to the Ground Lease upon acquisition of each such parcel.

(b) The aforesaid leasing, granting, demising and transfer of the Premises also includes the following rights ("Premises Rights") which such Premises Rights shall be deemed to be a part of the premises:

(i) The right to utilize the Servient Property for Access and for the Services reasonably necessary to the full use and enjoyment of the Premises; provided that the locations on the Servient Property utilized for such purposes shall be reasonably agreed upon by the Corporation and the Board; and provided, further, that the Servient Property Rights shall include, but not necessarily be limited to, the right to utilize for such purposes any portion of the Servient Property (e.g., the Servient Property Rights shall include, but not necessarily be limited to, the right to utilize for appropriate purposes, any drives, parking areas, drainage facilities or sewer, water, gas, electric or telephone lines from time to time located upon the Servient Property, together with the right to "tie-in" or "connect" thereto). If the Lease Agreement terminates prior to the termination of this Ground Lease, the Corporation and the Board shall each have the right to install such meters or submeters as may be reasonably appropriate to the end that the Corporation is charged for consumption of such utilities on the Premises.

(ii) The Servient Buildings and the Series 2023A Project may contain certain elements, features or parts which are structural elements of both the Servient Buildings and the Series 2023A Project (hereinafter referred to as "Common Structural Elements"). Such Common Structural Elements include, but are not necessarily limited to the following:

(A) All utility lines, ducts, conduits, pipes and other utility fixtures and appurtenances which are located on or within either the Premises or the Series 2023A Project on the one hand or the Servient Property or Servient

Buildings on the other hand and which, directly or indirectly, in any way, service the other.

(B) All division walls (hereinafter referred to as "Party Walls") between the Series 2023A Project and the Servient Buildings upon the common line between the Premises and the Servient Property (hereinafter referred to as the "Lot Line") provided that the mere fact that such a division wall is found not to be on the Lot Line shall not preclude that division wall from being the Party Wall.

(C) The roof and all roof support structures and any and all appurtenances to such roof and roof support structures including, without limitation, the roof covering, roof trim and roof drainage fixtures (collectively, the "Roofing") to the extent interrelated between the Series 2023A Project and the Servient Buildings. Should the Roofing of any building constituting a portion of the Project extend beyond the Lot Line, the right therefor is hereby granted and should the Roofing of the Servient Building extend beyond the Lot Line onto the premises, the right therefor is hereby reserved.

(D) The entire concrete floor slab or wood floor system if utilized in lieu thereof and all foundational and support structures and appurtenances thereto to the extent interrelated between the Series 2023A Project and the Servient Buildings (collectively referred to as "Flooring"). Should the Flooring of the Series 2023A Project extend beyond the Lot Line onto the Premises, the right therefor is hereby reserved.

(iii) The Premises Rights further include that right of the Series 2023A Project to encroach upon the Servient Property as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching Series 2023A Project shall remain undisturbed for as long as same exist and, for so long as such encroachment exists, that portion of the Servient Property on which same exists shall be deemed to be a part of the Premises. In addition, the Premises Rights include the right to utilize that portion of the Servient Property as may be reasonably necessary in order to maintain and repair the Series 2023A Project. The Premises Rights further include cross rights of support and use over, upon, across, under, through and into Common Structural Elements in favor of the Corporation (and like rights are hereby reserved unto the Board) for the continued use, benefit and enjoyment and continued support, service, maintenance and repair of all such Common Structural Elements.

(c) Subject to the Permitted Encumbrances, the Board hereby warrants that (i) the Board owns the Premises in fee simple title, has full and insurable title to the fee estate in the Premises and owns unencumbered all such right, title and interest; (ii) all consents

to or approvals of this Ground Lease required by law or any agreements or indentures binding upon the Board have been obtained; (iii) the Board has the right to lease the Premises to the Corporation pursuant to the terms and provisions hereof and to grant to the Board the Premises Rights; and (iv) this Ground Lease complies with all the requirements and restrictions of record applicable to the Premises and the Servient Property. The Board represents and warrants that none of the Permitted Encumbrances has an adverse effect on the use of the Premises or the enjoyment of the leasehold estate therein created under this Ground Lease.

SECTION 2. TERM. The initial term of this Ground Lease (the "Initial Ground Lease Term") shall be for the period commencing on the Commencement Date, and ending on the earlier of (a) the date on which the Series 2023A Certificates and any Completion Certificates and/or Refunding Certificates related to the Series 2023A Project, have been paid or provision for payment of such Certificates has been made pursuant to Section 12.01 of the Trust Agreement and any Supplemental Rent arising under the Lease Agreement shall have been paid or provided for, or (b) July 1, 20__ (both dates inclusive). As used herein, the expression "term hereof," "Ground Lease Term" or any similar expression refers collectively to the Initial Ground Lease Term and to any renewals of the Initial Ground Lease Term exercised by the Corporation or its assignee as provided in Section 22 hereof.

SECTION 3. USE OF PREMISES. (a) It is the express intent of the parties hereto that, for as long as no Event of Default or Event of Non-Appropriation under the Lease Agreement has occurred:

(i) the Premises shall be used by the Corporation as the site for acquisition, construction and installation of the Buildings comprising a portion of the Series 2023A Project;

(ii) the Buildings and Equipment comprising a portion of the Series 2023A Project shall be acquired, constructed and installed by the Board as agent for the Corporation as provided in Section 3.08 of the Lease Agreement; and

(iii) title to the Premises shall be in the Board upon commencement of the Ground Lease Term and title to all components of the Series 2023A Project, other than Designated Equipment, shall be in name of Corporation pursuant to the Lease Agreement, and title to the Buildings comprising a portion of the Series 2023A Project, other than Designated Equipment, constructed on the Premises shall remain severed from title to the Premises until the earlier of (A) the date on which the Series 2023A Certificates and any Completion Certificates and/or Refunding Certificates related to the Series 2023A Project shall no longer be Outstanding, or (B) the end of the Ground Lease Term.

(b) If the Lease Agreement has been terminated, the Corporation and each Permitted Transferee (as defined in Section 9(b) hereof) may use the Premises for any lawful purpose, in its sole discretion, and may alter, modify, add to or delete from the portions of the Series 2023A Project existing from time to time on the Premises.

(c) Neither the Corporation nor any Permitted Transferee shall use or permit the Premises to be used in violation of any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto.

(d) The Board may at any time place portable educational facilities on the Premises. Such portables shall be owned by the Board.

SECTION 4. RENTAL. (a) So long as the Lease Agreement has not been terminated, the Corporation or its assignee shall pay to the Board as and for rental for the Premises the sum of ten dollars ($10.00) per annum, which sum shall be due in advance on the Commencement Date (prorated) and annually thereafter on the first day of each Renewal Lease Term.

(b) From and after the date on which the Lease Agreement has been terminated, the Corporation or its assignee shall pay as and for rental for the Premises an amount determined by an M.A.I. appraisal to be the fair market rental for the Premises (the "Appraisal"), which Appraisal shall be prepared by an appraiser selected by the Corporation (with the consent of the Trustee as assignee of the Corporation); provided, however, that such fair market rental and the payment thereof shall be subject to the following adjustments and conditions:

(i) if the Lease Agreement has been terminated on a date other than June 30 of any year, the fair market rental determined pursuant to the Appraisal shall be prorated for the number of days between the date terminated and the next succeeding June 30;

(ii) for each twelve-month period beginning on the July 1 next succeeding the date on which terminated and beginning on each succeeding July 1, the amount of the fair market rental determined by the Appraisal shall be adjusted by the percentage (positive or negative) which is equal to the Implicit Price Deflator of the Consumer Price Index published by the United States Department of Commerce for the region of the United States where Florida is located or for the United States as a whole if not so published for such region;

(iii) the fair market rental due in any year shall be paid in the current year only to the extent that the moneys received by the Trustee as assignee of the Corporation from the exercise of the remedies permitted under the Lease Agreement during the preceding twelve months prior to such July 1 exceeded the Principal and Interest Requirements for such preceding twelve months and other amounts payable

under the Lease Agreement; provided, however, that any portion of such fair market rental not paid in any year due to the provisions of this clause (iii) shall remain due and payable and shall accumulate from year to year and shall be paid in any future years to the extent that moneys received in such year from the exercise of the remedies permitted by the Lease Agreement exceed the Principal and Interest Requirements and the fair market rental due in such years; and

(iv) the failure to pay any portion of the fair market rental in any year due to insufficiencies of moneys realized from the exercise of the remedies permitted under the Lease Agreement (A) shall not give rise to any obligation to pay interest on such unpaid fair market rental, and (B) shall not constitute a default under this Ground Lease by the Corporation or the Trustee as the assignee of the Corporation.

SECTION 5. OWNERSHIP OF IMPROVEMENTS AND SURRENDER OF PREMISES. (a) The Corporation or its assignee shall at all times during the Ground Lease Term have a leasehold estate in the Premises with full right to vest the use, enjoyment and possession of such leasehold estate therein in a Permitted Transferee.

(b) Possession and use of the Premises, together with all improvements thereon, shall, upon the last day of the Ground Lease Term or earlier termination of this Ground Lease, automatically revert to the Board free and clear of liens and encumbrances other than Permitted Encumbrances without necessity of any act by the Corporation or any Permitted Transferee. Upon such termination of this Ground Lease, the Corporation or its assignee shall peaceably and quietly surrender to the Board the Premises together with any improvements located in or upon the Premises. Upon such surrender of the Premises, the Corporation or any Permitted Transferee, at the reasonable request of the Board, shall execute an instrument in recordable form evidencing such surrender and shall deliver to the Board all books, records, construction plans, surveys, permits and other documents relating to, and necessary or convenient for, the operation of the Premises and the improvements thereon in the possession of the Corporation or any Permitted Transferee.

(c) Any personal property of the Corporation, any Permitted Transferee or any Person which shall remain on the Premises after expiration or earlier termination of the Ground Lease Term and for sixty (60) days after request by the Board for removal, shall, at the option of the Board, be deemed to have been abandoned and may be retained by the Board and the same may be disposed of, without accountability, in such manner as the Board may see fit.

(d) If the Corporation or any Permitted Transferee holds over or refuses to surrender possession of the Premises after expiration or earlier termination of this Ground Lease, the Corporation or any Permitted Transferee shall be a tenant at sufferance and shall pay a rental rate equal to the fair market rental of the Premises determined in the manner provided in Section 4(b) hereof.

(e) The provisions of Sections 5(a), 5(b) and 5(c) hereof shall not apply to vending machines or other commercial equipment or trade fixtures located in or about the Premises to the extent that such equipment is readily removable from the Premises without causing material harm or damage thereto and that such equipment is not owned by the Corporation or any Permitted Transferee.

SECTION 6. BOARD'S INTEREST NOT SUBJECT TO CERTAIN LIENS. It is mutually intended, stipulated and agreed that neither the fee simple title (to the extent applicable) to nor any interest of the Board in the Premises or the Series 2023A Project may be subject to liens of any nature arising by reason of any act or omission of the Corporation or its assignee or any Person claiming under, by or through the Corporation, including, but not limited to, construction, mechanics' and materialmen's liens.

SECTION 7. INSURANCE. The Corporation covenants and agrees with the Board that the Corporation will cooperate with the Board in providing any information necessary for the Board to obtain and maintain in full force and effect insurance coverages desired by the Board or required by the Lease Agreement.

SECTION 8. CONDITION OF PREMISES, UTILITIES, CONCEALED CONDITIONS. (a) Except with regard to any environmental conditions and subject to the provisions of this Section 8, the Corporation agrees to accept the Premises in their presently existing condition, "as is."

(b) It is understood and agreed that the Board has determined that the Premises will safely or adequately support the Series 2023A Project, and hereby certifies same to the Corporation.

(c) The Board, at its sole expense, shall bring or cause to be brought to the Premises adequate connections for water, electrical power, storm sewerage and sewerage, and shall arrange with the appropriate utility companies for furnishing such services and shall provide to the Premises water service and capacity sufficient for operation, heating, ventilation and air conditioning equipment, and to the extent necessary to permit the Board to use the Series 2023A Project for the purposes intended or to permit such Series 2023A Project to comply with all requirements of law, the Corporation will provide and construct (but only to the extent of the proceeds of the Series 2023A Certificates or any Completion Certificates related to the Series 2023A Project available therefor) such roads, streets, sidewalks and other methods of ingress and egress necessary therefor. Nothing herein shall prohibit the Board from dedicating any such utilities or roads, streets and sidewalks to the appropriate governmental authority or duly constituted investor-owned utility as required or permitted by law, and the Corporation or the Trustee as assignee of the Corporation shall cooperate in such dedication by executing any deeds or other instruments required to effect such dedication.

SECTION 9. LIMITATION ON LEASEHOLD MORTGAGES, ASSIGNMENT AND SUBLETTING. (a) If the Lease Agreement has been terminated and subject to the terms and conditions herein provided, the Corporation may enter into a mortgage or mortgages of its leasehold interest created hereby in the Premises as security for the performance of its obligations under any financing obtained by the Corporation; provided, however, the fee title to the Premises shall not be subject to, or otherwise encumbered by, any such mortgage; provided, however, that each such leasehold mortgage shall be subject to the provisions of Section 9(d) hereof. Any such mortgage executed by the Corporation or its assignee pursuant to the provisions of the preceding sentence shall be hereinafter called a "Leasehold Mortgage" and the holder of any such mortgage shall be hereinafter called the "Leasehold Mortgagee."

(b) Except as expressly provided in this Section 9(b), the Corporation or its assignee shall not assign this Ground Lease, or any portion hereof, or sublease all or any portion of the Premises at any time. Except as expressly permitted in this Section 9(b), any purported assignment, partial assignment or sublease without the Board's prior written consent in violation of this Section 9(b) shall be null and void. So long as the Lease Agreement has not been terminated, (i) the Corporation may assign this Ground Lease to the Trustee for the benefit of the Owners of the Series 2023A Certificates and any Completion Certificates and/or Refunding Certificates related to the Series 2023A Project, and (ii) the Corporation shall sublet all of the Premises to the Board (the "Initial Sublessee") under the Lease Agreement. If the Lease Agreement shall have been terminated, the Corporation or its assignee may sublet the Premises or assign its interest in this Ground Lease (a "Permitted Sublease") to any Person for any lawful purpose without the prior consent of the Board; provided, however, that no Permitted Sublease shall relieve the Corporation of any of its duties or obligations hereunder without the prior written consent of the Board; provided, however, that each Permitted Sublease shall be subject to the provisions of Section 9(d) hereof. "Permitted Transferee" shall mean a sublessee or assignee permitted by this Section 9(b).

(c) If the Lease Agreement shall have been terminated and the Corporation or its assignee proposes to create a Permitted Sublease of any portion of its interest in this Ground Lease, the Corporation or its assignee shall provide written notice thereof to the Board containing the names and addresses of the proposed assignee(s), sublessee(s) or transferee(s); provided, however, that failure to provide such notice shall not affect the validity or effectiveness of any Permitted Sublease to a Permitted Transferee.

(d) If the Lease Agreement shall have been terminated, nothing herein shall prevent the Corporation or its assignee from entering into a Leasehold Mortgage or a Permitted Sublease for individual parcels of land constituting the Premises. It shall not be necessary for a Leasehold Mortgage or a Permitted Sublease to cover all of the Premises.

SECTION 10. UTILITY EASEMENTS. So long as the Lease Agreement has not been terminated, the Board reserves the right to grant nonexclusive utility

easements, licenses, rights-of-way and other rights or privileges in the nature of easements to others over, under, through, across or on the Premises but only to the extent reasonably necessary to provide services to the Premises or any other real property adjacent to the Premises; provided, however, that such grant and any use permitted thereby is not detrimental to the use or operation of the Premises or to any other uses permitted hereunder after the Ground Lease Term, will not impose any cost upon the Corporation or its assignee, will not weaken, diminish or impair lateral or subjacent support to the improvements to the Premises, including, without limitation the Series 2023A Project, will not impair or diminish the security of any Leasehold Mortgagee or Permitted Transferee hereunder and the Board agrees to indemnify and save harmless, but only from Available Revenues, the Corporation or its assignee and any Leasehold Mortgagee and Permitted Transferee (whether the interest of such party in the Premises arises prior or subsequent to such grants) against any loss, claim, liability or damages, including legal costs and defense arising or accruing from the use or exercise of such easement.

SECTION 11. DUTIES DEEMED PERFORMED. All obligations of the Corporation hereunder which are assumed by the Initial Sublessee shall be deemed, as between the Board and the Corporation hereunder, fully performed whether or not such Initial Sublessee actually performs same.

SECTION 12. TAXES AND FEES. (a) The Board represents and warrants that this Ground Lease is and will be exempt from ad valorem and intangible taxation. However, for as long as the Lease Agreement is in effect, should the Premises thereon or any interest therein ever become subject to any such taxes, the Board agrees to pay any and all such lawful taxes, assessments or charges which at any time may be levied by any federal, state, county, city, or any tax or assessment levying body upon the Premises or the Series 2023A Project, or any interest in this Ground Lease, or any possessory right which the Corporation or its assignee may have in or to the Premises thereon by reason of its use or occupancy thereof or otherwise.

(b) Notwithstanding the foregoing provision, either the Board or the Corporation shall, after notifying the other party hereto of its intention to do so, have the right in its own name or behalf, or in the name and behalf of the other party hereto, to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment, and in connection with such contest, the Board may refrain from paying such tax or assessment. Each party shall, upon request by the other party hereto, assist and cooperate with the other party hereto in any such proceedings.

(c) In the event that the Board shall fail to pay any of the items required under this Section 12, the Corporation or its assignee may, at its sole option, pay the same and any amounts so advanced therefor by it shall become an additional obligation of the Board and Supplemental Rent under the Lease Agreement.

SECTION 13. DEFAULT BY THE CORPORATION. (a) Each of the following events shall be deemed a default by the Corporation hereunder and a breach of this Ground Lease:

(i) If the Corporation or its assignee shall fail to pay, when due, any rent or portion thereof, or any other sum, if any, which the Corporation or its assignee is obligated to pay under the terms and provisions of this Ground Lease, and such rent or other sums, if any, remain unpaid for a period of thirty (30) days after receipt of written notice to the Corporation from the Board;

(ii) If the Corporation or its assignee shall attempt to mortgage the leasehold estate hereby created in violation of Section 9(a) hereof or to assign this Ground Lease, or any portion thereof, or to sublease any portion of the Premises in violation of Section 9(b) hereof; or

(iii) If the Corporation or its assignee shall use the Premises for any purposes not permitted by this Ground Lease, and such use shall continue for a period of thirty (30) days after the Board shall have given written notice to the Corporation or its assignee to desist from such use.

(b) In the event that the item of default set forth in Section 13(a)(iii) above is of such a nature that it cannot be remedied within the time limits therein set forth, then the Corporation shall have such additional time as is reasonably necessary to cure such default provided that such Corporation diligently commences the curing of such default within such time and proceeds to completely cure the same in a timely and diligent manner.

(c) In the event that any Permitted Transferee or Leasehold Mortgagee exists of record at the time that a default occurs hereunder, the Board shall give notice thereof to each such Permitted Transferee and Leasehold Mortgagee and each such party shall have thirty (30) additional days from receipt of such notice to cure such default; provided, however, that if the default is of such a nature that the same cannot be cured in such time, then such party shall have such additional time as is reasonably necessary to cure such default provided that such party diligently commences the curing of such default within such time and proceeds completely to cure same within a timely and diligent manner.

SECTION 14. REMEDIES OF BOARD. Upon the occurrence of any event of default as set forth in Section 13 hereof which has not been cured (and is not in the process of being cured) under Section 13(b) or 13(c) hereof, but not otherwise, the Board may take whatever action at law or in equity may appear necessary or desirable to enforce its rights hereunder; provided, the Board shall not have the right to terminate this Ground Lease until such time as the Series 2023A Certificates and any Completion Certificates and/or Refunding Certificates related to the Series 2023A Project have been paid or provision for payment thereof has been made pursuant to the terms and provisions of the Trust Agreement. The Board shall have recourse solely against the leasehold estate of the

Corporation or its assignee in the Premises, and any proceeds thereof, for the payment of any liabilities of the Corporation or its assignee hereunder.

SECTION 15. NO WAIVERS. No waiver by either party hereto at any time of any of the terms, conditions, covenants or agreements of this Ground Lease, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same, nor of any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by the other party hereto. No delay, failure or omission of the Board to re-enter the Premises, nor by either party hereto to exercise any right, power, privilege or option arising from any default shall impair any right, power, privilege or option, or be construed to be a waiver of any such default, relinquishment thereof or acquiescence therein, and no notice by either party hereto shall be required to restore or revive time as being of the essence hereof after waiver by the Board of default in one or more instances. No option, right, power, remedy or privilege of the Board shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to each party by this Ground Lease are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law.

SECTION 16. QUIET ENJOYMENT. The Board agrees that the Corporation and any Permitted Transferee, upon the payment of the rent and all other payments and charges, if any, to be paid by the Corporation or its assignee under the terms of this Ground Lease, and observing and keeping the agreements and covenants of this Ground Lease on its part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Ground Lease, without hindrance or molestation from the Board or anyone claiming by, through or under the Board.

SECTION 17. TERMS BINDING UPON SUCCESSORS. All the terms, conditions and covenants of this Ground Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

SECTION 18. CONDEMNATION. In the event that any Person, public or private, shall by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the term of this Ground Lease acquire title to the Premises:

(a) For as long as the Lease Agreement has not been terminated, the Net Proceeds resulting therefrom shall be applied pursuant to the Lease Agreement.

(b) If the Lease Agreement shall have been terminated, (i) if such Person acquires title to such substantial portion thereof that the Corporation determines that it cannot economically make use of the residue for the lawful purposes intended by this Ground Lease, such acquisition of title shall terminate this Ground Lease, effective as of the date on which the condemning party takes possession thereof, and the Net Proceeds resulting therefrom shall be applied first to payment of the amount secured by any

Leasehold Mortgage then outstanding hereunder, second, to payment, on a proportionate basis, of any outstanding Series 2023A Certificates and any Completion Certificates and/or Refunding Certificates related to the Series 2023A Project and, third, the balance, if any shall be paid to the Board and the Corporation, as their respective interests may appear; and (ii) if such Person acquires title to a portion of the Premises only, and the Corporation determines that it can economically make beneficial use of the residue thereof for the lawful purposes intended by this Ground Lease, then this Ground Lease shall continue in full force and effect and the Net Proceeds resulting therefrom shall be paid to the Board and the Corporation, as their respective interests appear.

(c) It is understood that the foregoing provisions of this Section 18 shall not in any way restrict the right of the Board or the Corporation to appeal the award made by any court or other public agency in any condemnation proceeding.

SECTION 19. NON-MERGER OF LEASEHOLD. There shall be no merger of this Ground Lease or of the leasehold estate hereby created with the fee estate in the Premises or any part thereof by reason of the fact that the same Person may acquire or hold, directly or indirectly, this Ground Lease or leasehold estate hereby created or any interest in this Ground Lease or in such leasehold estate and the fee estate in the Premises or any interest in such fee estate. There shall be no merger of this Ground Lease with the Lease Agreement by reason of the fact that the Board is the owner of the fee title to the Premises and the leasehold estate in all or a portion of the Series 2023A Project created under the Lease Agreement or by reason of the fact that the Corporation is the owner of the leasehold estate in the Premises created hereby and is the owner of the fee title in the Series 2023A Project as provided in the Lease Agreement.

SECTION 20. MEMORANDUM OF GROUND LEASE. Unless mutually agreed to the contrary, simultaneously with the execution of this Ground Lease, the Board and the Corporation shall each execute, acknowledge and deliver a Memorandum of Ground Lease with respect to this Ground Lease. Said Memorandum of Ground Lease shall not in any circumstances be deemed to change or otherwise to affect any of the obligations or provisions of this Ground Lease.

SECTION 21. CHANGES TO PROPERTY DESCRIPTION. The Board reserves the right to substitute other land for, delete or add land to all or any portion of the Premises described in Exhibit A hereto, as same may be supplemented by supplements to this Series 2023A Ground Lease from time to time. Upon such substitution, deletion or addition, the Memorandum of Series 2023A Ground Lease will be supplemented to reflect the change in the legal description. Any such supplement shall be substantially in the form of Exhibit C attached hereto. Except in connection with any substitutions, deletions or additions relating to Permitted Encumbrances, the Designated Equipment portion of the Series 2023A Project or Servient Property that does not adversely impact the use of the Premises for its educational purposes, or otherwise permitted by this Series 2023A Ground Lease or the Related Documents, each substitution, deletion or addition of a parcel of land

subject to the provisions of this Series 2023A Ground Lease shall require the prior written consent of a majority of the Holders of the outstanding Series 2023A Certificates.

SECTION 22. OPTION TO RENEW. In the event that the Lease Agreement shall have been terminated, and the Corporation, or the Trustee as the assignee of the Corporation, excludes the Board from possession of the Series 2023A Project, the Board grants to the Corporation and the Trustee the right and option to renew this Ground Lease for a period not to exceed five years at a fair market rental to be determined, adjusted and paid in the manner and under the conditions set forth in Section 4(b) of this Ground Lease.

SECTION 23. ESTOPPEL CERTIFICATES. The Board, at any time and from time to time, upon not fewer than thirty (30) days prior written notice from the Corporation or the Trustee as assignee of the Corporation, will execute, acknowledge and deliver to the Corporation, the Trustee, as assignee of the Corporation, or any Permitted Transferee, a certificate of the Board certifying that this Ground Lease is unmodified (or, if there have been any modifications, identifying the same), that this Ground Lease is in full force and effect, if it is; and that there is no default hereunder (or, if so, specifying the default). It is intended that any such certificate may be relied upon by the Corporation or the Trustee as assignee of the Corporation or any Permitted Transferee.

SECTION 24. NONRECOURSE OBLIGATION OF THE CORPORATION. Notwithstanding anything to the contrary herein or in any exhibit, instrument, document or paper relating to this Ground Lease or any of the transactions contemplated hereby, the parties hereto hereby acknowledge and agree that upon the assignment by the Corporation of its rights hereunder to the Trustee pursuant to the Assignment of Lease Agreement and Assignment of Ground Lease Agreement, the Corporation shall have no further obligation, liability or responsibility hereunder and no party hereto nor their successors or assigns shall look to the Corporation for any damages, expenses, fees, charges or claims with respect to the failure of any obligations hereunder to be performed.

SECTION 25. NO RECOURSE UNDER AGREEMENT. All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this Ground Lease shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not of any member, officer, employee or agent of the parties hereto in an individual capacity, and no recourse shall be had for the payment of rent pursuant to Section 4 hereof or for any claim based thereon under this Ground Lease Agreement against any member, officer, employee or agent of the parties hereto.

SECTION 26. RADON GAS. Section 404.056, Florida Statutes, requires that the following notification be given: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may

present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

SECTION 27. MISCELLANEOUS. (a) This Ground Lease shall be governed by, and be construed in accordance with, the laws of the State of Florida.

(b) Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Board: The School Board of Manatee County, Florida
215 Manatee Avenue W.
Bradenton, Florida 34205
Attention: Superintendent and Assistant Superintendent for Business Services

If to the Corporation: Manatee School Board Leasing Corporation
215 Manatee Avenue W.
Bradenton, Florida 34205
Attention: Superintendent and Assistant Superintendent for Business and Finance

If to the Trustee: U.S. Bank Trust Company, National Association
225 Water Street, Suite 700
Jacksonville, FL 32202
Attention: Corporate Trust Department

If to the Insurer: _____
_____
_____
_____
Re: Policy No. _____

or such other address or party as the party to be served may direct by written notice to the other party. If such notice is sent or delivery is made by registered or certified mail, such notice or delivery shall be deemed served, made and effective seventy-two (72) hours after posting.

(c) It is mutually acknowledged and agreed by the parties hereto that this Ground Lease contains the entire agreement between the Board and the Corporation with respect

to the subject matter of this Ground Lease; that there are no verbal agreements, representations, warranties or other understandings affecting the same.

(d) Nothing herein contained shall be deemed to create a partnership or joint venture, nor shall the relationship between the parties be construed as principal and agent, or other than as landlord and tenant.

(e) The table of contents, headings and captions of this Ground Lease are inserted solely for convenience of reference, and under no circumstances shall they be treated or construed as part of, or as affecting, this Ground Lease.

(f) For purposes of computing any period of a number of days hereunder for notices or performance (but not for actual days of interest) of ten (10) days or fewer, Saturdays, Sundays and holidays shall be excluded.

(g) Any provision of this instrument in violation of the laws of the State of Florida shall be ineffective to the extent of such violation, without invalidating the remaining provisions of this instrument. In no event shall the Corporation or its assigns have any causes of action against the officers or employees of the Board, or against any elected official of the Board based upon or materially related to any finding by any court that any or all provisions of this instrument violate Florida law.

(h) Nothing in this Ground Lease, expressed or implied, is to or shall be construed to confer upon or to give to any person or party other than the Corporation, and its assignee, the Trustee, the Credit Enhancer and the Board any rights, remedies or claims under or by reason of this Ground Lease or any covenants, conditions or stipulations hereof; and all covenants, stipulations, promises and agreements in this Ground Lease contained by or on behalf of the Corporation or the Board shall be for the sole and exclusive benefit of the Corporation, and its assignee, the Credit Enhancer and the Board.

(i) This Ground Lease Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

(j) Except with respect to amendments or modifications constituting Permitted Encumbrances or amendments or modifications that do not adversely affect the educational purposes or use of the Premises or the Series 2023A Project (as certified by the Board), this Ground Lease may not be amended or modified without the prior written consent of the Credit Enhancer. Except as provided in the preceding sentence, any action taken hereunder which requires or permits the consent, notice, direction or request of the Lessor or the Trustee, shall also require or permit the consent, notice, direction or request of the Credit Enhancer, which consent, direction or request shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Board and the Corporation have caused this Ground Lease to be executed in duplicate, either of which may be considered an original, the day and year first above written.

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, as Lessor

(SEAL)

By: _____
Chairman

ATTEST:

By: _____
Superintendent/Secretary

MANATEE SCHOOL BOARD LEASING CORPORATION, as Lessee

(SEAL)

By: _____
President

ATTEST:

By: _____
Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing Ground Lease Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2023, by Chad Choate III and Cynthia Saunders, the Chairman and Superintendent/Secretary, respectively, of THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a school board duly organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing Ground Lease Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2023, by Chad Choate III and Cynthia Saunders, the President and Secretary/Treasurer, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

EXHIBIT A

PREMISES DESCRIPTION

1. Blackburn Elementary School Addition and Renovation. **[**To come**]**

2. Haile Middle School Addition and Renovation. **[**To come**]**

3. Oneco Elementary School Renovation. **[**To come**]**

4. Tara Elementary School Addition and Renovation. **[**To come**]**

EXHIBIT B

DESCRIPTION OF SERVIENT PROPERTY

1. Blackburn Elementary School Addition and Renovation. **[**To come**]**

2. Haile Middle School Addition and Renovation. **[**To come**]**

3. Oneco Elementary School Renovation. **[**To come**]**

4. Tara Elementary School Addition and Renovation. **[**To come**]**

EXHIBIT C

[FIRST, SECOND, THIRD, ETC.]
GROUND LEASE SUPPLEMENT

This [First, Second, Third, etc.] Ground Lease Supplement ("Subject Supplement") is made and entered into as of _____ by **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA** (the "Board") acting as the governing body of the School District of Manatee County, Florida (the "District") and **MANATEE COUNTY SCHOOL BOARD LEASING CORPORATION,** a single-purpose Florida not-for-profit corporation (the "Corporation"). All capitalized terms used herein and not otherwise defined shall have the meaning set forth therefor in the "Ground Lease" as hereinafter set forth.

W I T N E S S E T H:

WHEREAS, the Board and the Corporation entered into a certain Ground Lease Agreement (the "Ground Lease") a memorandum of which was recorded in Official Records Book ____ at Page ____ of the Public Records of Manatee County, Florida; and

WHEREAS, the Board owns that certain real property more particularly described in Exhibit A attached hereto and made a part hereof ("Subject Parcel"); and

WHEREAS, the Subject Parcel is a portion of the Series 2023A Project and, as such, is to be subject to the Ground Lease as contemplated thereby; and

NOW, THEREFORE, in consideration of the premises and for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by each party hereto by the other party hereto, the parties hereto do hereby acknowledge and agree as follows:

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

2. The Subject Parcel is hereby declared to be a part of the Premises (as defined in the Ground Lease) which constitutes a portion of the Project and, therefore, is a part of the Premises as set forth in the Ground Lease with the leasehold estate, operation and effect of the Ground Lease applying to the Subject Parcel as fully and to the same extent as if the Subject Parcel were described in the Ground Lease and therein set forth to be a part of the Premises.

3. The Ground Lease, as modified by previous Ground Lease Supplements and as modified hereby remains in full force and effect in accordance with the terms and provisions thereof.

IN WITNESS WHEREOF, each of the parties hereto have caused this Subject Supplement to be executed by their duly authorized officers or agents, all as of the day and year first above written.

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

ATTEST:

_____ By: _____

Its: Its:

(SEAL)

MANATEE SCHOOL BOARD LEASING CORPORATION

ATTEST:

_____ By: _____

Title: Title:

(SEAL)

SIMULTANEOUS ASSIGNMENT

All of the rights of Manatee School Board Leasing Corporation hereunder are hereby assigned without recourse or warranty to U.S. Bank Trust Company, National Association, as Trustee, as successor in interest to and assignee of Manatee School Board Leasing Corporation under the Assignment.

MANATEE SCHOOL BOARD LEASING CORPORATION

By: _____
Title:

Dated: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by _____ and _____, the Chairman and Superintendent/Secretary, respectively, of THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a school board duly organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____ and_____, the President and Secretary/Treasurer, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____ and_____, the President and Secretary/Treasurer, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

EXHIBIT B

FORM OF LEASE SCHEDULE NO. 2023A

LEASE SCHEDULE NO. 2023A
to the
Master Lease-Purchase Agreement,
dated as of June 1, 1996,
between
Manatee School Board Leasing Corporation (the "Corporation")
and
The School Board of Manatee County, Florida (the "Board")

THIS LEASE SCHEDULE NO. 2023A (the "Lease Schedule") is hereby entered into under and pursuant to that certain Master Lease-Purchase Agreement, dated as of June 1, 1996 (the "Lease Agreement"), pursuant to which the Corporation has agreed to lease-purchase to the Board and the Board has agreed to lease-purchase from the Corporation, subject to the terms and conditions of the Lease Agreement, the Series 2023A Project as herein described. All capitalized terms not otherwise defined herein shall have the respective meanings therefor set forth in the (i) Lease Agreement or (ii) Master Trust Agreement, dated as of June 1, 1996, among the Corporation, the Board and the Trustee, as amended and supplemented by the Series 2023A Supplemental Trust Agreement (the "Series 2023A Supplemental Trust Agreement"), dated as of **[**MONTH**]** 1, 2023, among the Corporation, the Board and the Trustee (collectively, the "Trust Agreement"). Reference to "Lease Agreement" herein shall include the terms of this Lease Schedule.

1. Series 2023A Project. The leased property, which is described in Section 6 of this Lease Schedule (the "Series 2023A Project"), and has a Maximum Cost of $**[**PROJECT ACCOUNT DEPOSIT**]** (plus any investment earnings), shall be acquired, constructed and installed, and lease-purchased, by the Board from the Corporation pursuant to the terms of the Lease Agreement.

2. Commencement Date; Lease Term; Other Definitions. For purposes of this Lease Schedule and the Lease Agreement:

(a) The Commencement Date for the Series 2023A Project is **[**DATED DATE**]**, 2023.

(b) The Initial Lease Termination Date of the lease of the Series 2023A Project shall be June 30, 2023. The Maximum Lease Term shall commence on the Commencement Date hereof and terminate on June 30, 20___.

(c) The Estimated Completion Date of the Series 2023A Project is **[**MONTH**]** 1, 2026.

3. Certificates of Participation.

(a) The Certificates of Participation issued under the Trust Agreement and related to this Lease Schedule are identified as "Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2023A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida" (the "Series 2023A Certificates").

(b) The Credit Enhancer for the Series 2023A Certificates maturing on July 1 in the years 20___ through 20__, inclusive, and 20__ (the "Insured Series 2023A Certificates") shall be _____, or any successor thereto or assignee thereof ("**[**INSURER**]**"). The Series 2023A Certificates not constituting Insured Series 2023A Certificates shall not be subject to credit enhancement.

(c) The Reserve Requirement for the Series 2023A Subaccount established in the Reserve Account under the Trust Agreement shall be zero ($0.00).

(d) The Optional Prepayment Date shall be July 1, 20___ and any date thereafter.

(e) No Prepayment Amount is designated for purposes of 6.03(g) of the Master Trust Agreement.

(f) The Closure Date of the Series 2023A Subaccount of the Project Account established for the Series 2023A Certificates, for purposes of Section 6.03(g) of the Master Trust Agreement, shall be **[**MONTH**]** 1, 2026.

4. Basic Rent and Basic Rent Payment Dates. The Basic Rent payable by the Board to the Corporation with respect to the Series 2023A Project under the Lease Agreement is described in Schedule A attached hereto. The Basic Rent Payment Dates with respect to the Series 2023A Certificates shall be June 15 and December 15 of each year, commencing **[**December 15, 2023.**]**

5. Use of Certificate Proceeds. The proceeds of the Series 2023A Certificates (net of Underwriters' discount of $**[**UW DISCOUNT**]**) shall be disbursed as follows:

Deposit to Series 2023A Subaccount of Project Account
established for the Series 2023A Certificates ..... $**[**PROJECT ACCOUNT DEPOSIT**]**

Deposit to Series 2023A Subaccount of Costs of Issuance Account established for the Series 2023A Certificates..$[COI ACCOUNT DEPOSIT]*

*$[INSURANCE PREMIUM] of which shall be wired directly to [INSURER] at closing.

6. The Series 2023A Project. The Project Description, Project Budget and Project Schedule for the Series 2023A Project are attached hereto as Schedule B.

7. Designated Equipment. The Designated Equipment for the Series 2023A Project is attached hereto as part of Schedule B.

8. The Land. A description of the Land, including any Ground Leases, is attached as Schedule C attached hereto.

9. Title Insurance. For purposes of Section 6.03(c) of the Trust Agreement, the amount of title insurance applicable to each Series 2023A Project site shall be $1,000,000.

10. Insurance. In lieu of the provisions contained in Sections 5.05 and 5.06 of the Lease Agreement and unless otherwise waived by [INSURER], with respect to the Series 2023A Certificates and to Series 2023A Project, the following provisions shall apply:

(a) The Board shall procure and maintain, or cause to be procured and maintained, throughout the Lease Term, subject to the requirements of State law, insurance against loss or damage to any part of the Projects by fire or lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, also cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be maintained in such amounts per occurrence as are available at commercially reasonable costs and in minimum amounts necessary to qualify for federal disaster relief programs. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried or required to be carried by the Board. In the event the Board determines that such insurance is unavailable at commercially reasonable rates, such insurance may be maintained in whole or in part in the form of self-insurance by the Board, provided such self-insurance complies with the provisions of Section 5.07 of the Master Trust Agreement and is in at least the minimum amount necessary to comply for federal disaster relief programs. The Net Proceeds of such insurance shall be applied as provided in Section 5.08 of the Master Trust Agreement, as modified by Section 14 hereof.

(b) Flood insurance shall be maintained by the Board for any property included in a Project which is located in a federally designated flood plain, in such

amounts per occurrence as are available at commercially reasonable costs and in minimum amounts necessary to qualify for federal disaster relief programs. Such flood insurance may be maintained in whole or in part in the form of self-insurance by the Board as long as the aggregate amount of the flood insurance is in at least such minimum amount as shall qualify for federal disaster relief programs.

11. Other Documents. The documents required by Section 3.01(c) of the Lease Agreement to be submitted with this Lease Schedule are attached hereto as Schedule D.

12. Assignment of Lease Agreement and Assignment of Ground Lease. The Corporation hereby acknowledges that all Lease Payments and its rights, title and interest in this Lease Schedule and, with certain exceptions, the Lease Agreement have been assigned to the Trustee pursuant to the Assignment of Lease Agreement, dated as of June 1, 1996, as supplemented and amended pursuant to the Thirteenth Amendment to Assignment of Lease Agreement, dated as of **[**MONTH**]** 1, 2023, between the Corporation and the Trustee and that all of its right, title and interest in the Ground Lease Agreement, dated as of _ **[**MONTH**]** 1, 2023, between the Board and the Corporation, have been assigned to the Trustee pursuant to the Assignment of Ground Lease, dated as of **[**MONTH**]** 1, 2023.

13. Other Permitted Encumbrances. Those encumbrances set forth in the title policies delivered in connection with any Series 2023A Project component site.

14. Section 5.08(c) and (d) of Lease Agreement Not Applicable. Notwithstanding the provisions set forth in Sections 5.08(c) and (d) of Lease Agreement, the Board may elect not to repair, restore or replace the Series 2023A Project or any portion thereof which has been destroyed, damaged or lost or condemned, with the Net Proceeds of any insurance or condemnation award, by filing a certificate with the Trustee for the Series 2023A Certificates stating that (i) the Board has made such an election and (ii) it is not in the best interests of the Board to repair, restore or replace such Series 2023A Project or portion thereof. Upon such an election, if the Net Proceeds are not greater than the amount of the Lease Payments coming due in the current and immediately following Fiscal Year under Lease Schedule No. 2023A, then such amounts shall be used first, to pay the Interest Component of the Series 2023A Certificates for the next two interest Payment Dates and then to pay the Principal Component next coming due. In the event the Net Proceeds are greater than the amount of the Lease Payments coming due under Lease Schedule No. 2023A in the current and immediately following Fiscal Year, at the option of the Board, the Board shall apply the Net Proceeds of such insurance or condemnation award to (i) the acquisition, construction and installation of other Land and/or Buildings to be used for educational purposes that will be subject to Lease Schedule No. 2023A or (ii) upon receipt of an approving opinion of Special Counsel, to the Series 2023A Subaccount of the Interest Account, or Series 2023A Subaccount of the Principal Account, as applicable, to be credited against the payments next due to such accounts or subaccounts.

The provisions of Section 5.08(d) of the Lease Agreement shall not apply to the Series 2023A Project.

15. Special Terms and Conditions for Lease Schedule No. 2023A.

(a) Representations.

(1) The Board hereby represents, covenants and warrants that adequate water, sanitary sewer and storm sewer utilities, electric power, telephone and other utilities are available to the Series 2023A Project.

(2) The Board hereby confirms its representations, covenants and warranties set forth in the Lease Agreement. The Corporation hereby confirms its representations, covenants and warranties set forth in the Lease Agreement.

(3) The Board and the Corporation hereby represent that the Lease Agreement is in effect and that to their knowledge there are no defaults on the date of execution of this Lease Schedule No. 2023A under the Lease Agreement, the Ground Lease or the Trust Agreement.

16. Notices. Copies of all notices required to be given to a Credit Enhancer pursuant to the Lease Agreement shall be given to **[**INSURER**]** at the following address:

[To Come]

17. Special Terms and Conditions Required by **[**INSURER**]**. For purposes of this Lease Schedule, the following provisions shall apply:

[To Come]

[Remainder of page intentionally left blank]

IN **WITNESS WHEREOF,** each of the parties hereto have caused this Lease Schedule No. 2023A to be executed by their proper corporate officers, all as of the 1st day of **[**MONTH**]** 2023.

MANATEE SCHOOL BOARD LEASING CORPORATION

By: _____
President

(SEAL)

Attest: _____
Secretary

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____
Chairman

(SEAL)

Attest: _____
Superintendent

SCHEDULE A

TOTAL BASIC RENT SCHEDULE

(Rent due on June 15 and December 15 next preceding each Certificate Payment Date)

Certificate Payment Date	Principal Component	Interest Component	Total Basic Rent Payment	Remaining Principal Component

BASIC RENT SCHEDULE BY GROUP

SCHEDULE B

SERIES 2023A PROJECT DESCRIPTION, SERIES 2023A PROJECT BUDGET, PROJECT SCHEDULE AND DESIGNATED EQUIPMENT

PROJECT DESCRIPTION

1. Blackburn Elementary School Renovation. Project consists of replacement of one building and removal of one building; complete renovations of the existing campus that will include the replacement of roof systems, mechanical systems, and plumbing systems. Building envelope improvements including window, door, and insulation systems; improve Campus Safety/Security including fire alarm, site improvements and on-site traffic queuing.

2. Haile Middle School Renovation. Project consists of roof systems replacement, mechanical systems, and associated piping, plumbing systems, and associated piping, building envelope improvements including window, door and insulation systems, improve campus safety/security, replace life safety systems including fire alarm, kitchen reconfiguration with partial equipment replacement, site improvements to include canopies, concrete walks and associated drainage, and deep energy retrofit.

3. Oneco Elementary School Renovation. Project consists of complete renovation of the existing facility, demolish of select structures, minor non-student station capacity buildings, replacing mechanical systems and associated piping, replace plumbing systems and associated piping, building envelope improvements including window, door, and insulation systems, improve Technology infrastructure, improve Campus Safety/Security, replace Life Safety Systems including fire alarm, site improvements including storm water and improve on-site traffic queuing.

4. Tara Elementary School Addition and Renovation. Project consists of a campus-wide renovation and addition; included are required site improvements, adding four (4) classrooms, improve traffic queuing, roof replacement, cabinetry and mill work as needed, doors and windows, painting, acoustical tile, flooring (VCT and carpet), building signage, plumbing, new mechanical system, upgrade to LED lighting throughout the campus, security upgrades to include fencing and Administration/ Reception Areas and removal of portables.

ESTIMATED PROJECT BUDGET

Facility	Site Improvement	Planning	Acquisition/ Construction	Total Project Cost
Blackburn Elementary School Renovation	$6,962,308	$1,625,422	$21,339,636	$29,927,366
Haile Middle School Renovation	5,011,300	2,843,849	35,849,851	43,705,000
Oneco Elementary School Renovation	3,631,00	2,848,849	27,670,151	34,150,000
Tara Elementary School Addition and Renovation	4,256,207	5,597,263	25,407,330	35,260,800

ESTIMATED DRAWDOWN SCHEDULE

Year/ Month	Amount

DESIGNATED EQUIPMENT

The _____ School component of the Series 2023A Project and**]** all equipment components not constituting fixtures of the educational facilities described under the heading "PROJECT DESCRIPTION" above.

EXHIBIT A TO SCHEDULE B

EDUCATIONAL PLANT SURVEY EXCERPTS RELATED TO THE PROJECT COMPONENTS

[Not Applicable]

SCHEDULE C

DESCRIPTION OF THE LAND

SCHEDULE D

DOCUMENTS REQUIRED BY SECTION 3.01(C)
OF THE LEASE AGREEMENT

1. Resolution of the School Board. See Tab __.__.

2. Certificate of the School Board. See Tab __.__.

3. Ground Lease Agreement. See Tab__.__.

4. Series 2023A Supplemental Trust Agreement. See Tab__.__.

5. Memorandum of Lease with respect to the Series 2023A Project. See Tab __.__.

6. Memorandum of Ground Lease with respect to the Series 2023A Project. See Tab __.__.

EXHIBIT C

FORM OF SERIES 2023A SUPPLEMENTAL TRUST AGREEMENT

SERIES 2023A SUPPLEMENTAL TRUST AGREEMENT

by and among

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as successor Trustee

and

MANATEE SCHOOL BOARD LEASING CORPORATION,
as Lessor

and

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,
as Lessee

Dated as of [MONTH] 1, 2023

Relating to
Certificates of Participation
(The School Board of Manatee County, Florida
Master Lease Program), Series 2023A
Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS

SECTION 101. DEFINITIONS 3

ARTICLE II
THE SERIES 2023A CERTIFICATES

SECTION 201. AUTHORIZATION OF SERIES 2023A CERTIFICATES 11
SECTION 202. ISSUANCE OF SERIES 2023A CERTIFICATES 12
SECTION 203. THE SERIES 2023A PROJECT 12
SECTION 204. LETTER OF INSTRUCTIONS 12
SECTION 205. FULL BOOK-ENTRY 12

ARTICLE III
APPLICATION OF SERIES 2023A CERTIFICATE PROCEEDS

SECTION 301. APPLICATION OF SERIES 2023A CERTIFICATE PROCEEDS 14

ARTICLE IV
ESTABLISHMENT OF SERIES 2023A PLEDGED ACCOUNTS

SECTION 401. ESTABLISHMENT OF SERIES 2023A PLEDGED ACCOUNTS 15
SECTION 402. SECURITY FOR SERIES 2023A CERTIFICATES 15
SECTION 403. CREDIT ENHANCEMENT 15

ARTICLE V
PREPAYMENT OF SERIES 2023A CERTIFICATES

SECTION 501. PREPAYMENT OF SERIES 2023A CERTIFICATES 17

ARTICLE VI
PROVISIONS RELATING TO SERIES 2023A CERTIFICATES

SECTION 601. PROVISIONS REGARDING MUNICIPAL BOND INSURANCE POLICY; ADDITIONAL OBLIGATIONS OF THE BOARD 19

ARTICLE VII
MISCELLANEOUS

SECTION 701. PROVISIONS OF MASTER TRUST AGREEMENT NOT OTHERWISE MODIFIED 20
SECTION 702. THIRD PARTY BENEFICIARIES 20
SECTION 703. CONFIRMATION OF SECURITY TRANSACTIONS. 20

SECTION 704. PATRIOT ACT OF REQUIREMENTS OF TRUSTEE. 20
SECTION 705. COUNTERPARTS..... 20
SECTION 706. HEADINGS 21
SECTION 707. LAWS..... 21

SCHEDULE 1 LETTER OF INSTRUCTIONS S-1

SERIES 2023A SUPPLEMENTAL TRUST AGREEMENT

THIS SERIES 2023A SUPPLEMENTAL TRUST AGREEMENT, dated as of **[**MONTH**]** 1, 2023 (the "Series 2023A Supplemental Trust Agreement"), amending and supplementing the Master Trust Agreement, dated as of June 1, 1996, as amended and supplemented (the "Master Trust Agreement," and together with the Series 2023A Supplemental Trust Agreement, the "Trust Agreement"), by and among **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association with corporate trust powers qualified to accept trusts of the type set forth in the Trust Agreement, as successor trustee (the "Trustee"), the **MANATEE SCHOOL BOARD LEASING CORPORATION,** a not-for-profit educational corporation duly organized and existing under the laws of the State of Florida (the "Corporation"), and **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** acting as the governing body of the School District of Manatee County, Florida (the "Board").

W I T N E S E T H:

WHEREAS, the Board has heretofore deemed it in its best interests to lease-purchase certain real and/or personal property from time to time and has heretofore entered into a Master Lease-Purchase Agreement, dated as of June 1, 1996, as amended and supplemented (the "Lease Agreement"), between the Corporation, as lessor, and the Board, as lessee; and

WHEREAS, pursuant to the Lease Agreement, the Board may from time to time, by execution of a Lease Schedule to the Lease Agreement (each a "Lease Schedule"), direct the Corporation to acquire, construct and lease-purchase to the Board the items of property described in the applicable Lease Schedule (which items of property are collectively referred to herein as the "Projects"); and

WHEREAS, provision for the payment of the cost of acquiring, constructing and installing each Project will be made by the issuance and sale from time to time of a Series (as defined in the Master Trust Agreement) of Certificates of Participation issued under the Trust Agreement (the "Certificates"), which shall be secured by and be payable from the right of the Corporation to receive Basic Rent Payments (as defined in the Master Trust Agreement) to be made by the Board pursuant to the Lease Agreement and related Lease Schedule; and

WHEREAS, the Trustee has agreed to deliver a Series of Certificates pursuant to and upon receipt of a Request and Authorization (as defined in the Master Trust Agreement) from the Corporation and the terms of this Series 2023A Supplemental Trust Agreement; and

WHEREAS, the Corporation has assigned by absolute outright assignment to the Trustee all of its right, title and interest in and to the Lease Agreement and the Lease

Payments (as defined in the Master Trust Agreement), other than its rights of indemnification, its obligations pursuant to Section 6.03 of the Lease Agreement and its right to enter into Lease Schedules from time to time, pursuant to the Assignment of Lease Agreement, dated as of June 1, 1996, as amended and supplemented (the "Assignment of Lease Agreement"), between the Corporation and the Trustee; and

WHEREAS, each Series of Certificates (other than Completion Certificates and partial Refunding Certificates) shall be secured independently from each other Series of Certificates; and

WHEREAS, simultaneously herewith, the Board and the Corporation shall enter into Lease Schedule No. 2023A, dated as of the date hereof, for the lease-purchase of various educational facilities more particularly described in said Lease Schedule No. 2023A; and

WHEREAS, the Trustee has received a Request and Authorization from the Corporation relating to the issuance of $**[**PAR AMOUNT**]** aggregate principal amount of "Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2023A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida" (the "Series 2023A Certificates"); and

WHEREAS, the Series 2023A Certificates shall be secured in the manner provided in the Trust Agreement and shall have the terms and provisions contained in this Series 2023A Supplemental Trust Agreement; and

WHEREAS, all things necessary to make the Series 2023A Certificates, when authenticated by the Trustee and issued as provided herein and in the Trust Agreement, the valid, binding and legal obligations according to the terms thereof, have been done and performed, and the creation, execution and delivery of this Series 2023A Supplemental Trust Agreement, and the creation, execution and issuance of the Series 2023A Certificates subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS SERIES 2023A SUPPLEMENTAL TRUST AGREEMENT WITNESSETH:

ARTICLE I
DEFINITIONS

SECTION 101. DEFINITIONS. Capitalized words and terms which are defined in the Trust Agreement shall have the same meanings ascribed to them when used herein, unless the context or use indicates a different meaning or intent. In addition to the capitalized words and terms elsewhere defined in this Series 2023A Supplemental Trust Agreement, the following capitalized words and terms as used in this Series 2023A Supplemental Trust Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Assignment of Ground Lease" means the Assignment of Ground Lease, dated as of **[**MONTH**]** 1, 2023, from the Corporation to the Trustee.

"Ground Lease" means the Ground Lease Agreement, dated as of **[**MONTH**]** 1, 2023, between the Board and the Corporation**.**

"Insured Series 2023A Certificates" means the Series 2023A Certificates maturing on July 1 in the years 20__ through 20__, inclusive, and 20__.

"[INSURER]" or **"Insurer"** or **"Credit Enhancer"** means _____ or any successor thereto or assignee thereof, as the issuer of the Municipal Bond Insurance Policy, or any successor thereto.

"Lease Schedule No. 2023A" means Lease Schedule No. 2023A relating to the Series 2023A Project, dated as of **[**MONTH**]** 1, 2023 which shall be part of the Lease Agreement.

"Municipal Bond Insurance Policy" or **"Policy"** means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal and interest on the Insured Series 2023A Certificates when due.

"Payment Date" shall mean January 1 and July 1 of each year, commencing **[**January 1, 2024.**]**

"Permitted Investments" means:

1. (a) Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"), (b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described

above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

2. Federal Housing Administration debentures.

3. The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

- Federal Home Loan Mortgage Corporation (FHLMC)
  - Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)
  - Senior Debt obligations

- Farm Credit Banks (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives)
  - Consolidated system-wide bonds and notes

- Federal Home Loan Banks (FHL Banks)
  - Consolidated debt obligations

- Federal National Mortgage Association (FNMA)
  - Senior debt obligations
  - Mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)

- Student Loan Marketing Association (SLMA)
  - Senior debt obligations (excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date)

- Financial Corporation (FICO)
  - Debt obligations

- Resolution Funding Corporation (REFCORP)
  - Debt obligations

4. Unsecured certificates of deposit, time deposits and bankers' acceptances (having maturities of not more than 30 days) of any bank the short-term obligations of which are rated "A-1" or better by S&P.

5. Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks which have capital and surplus of at least $5 million.

6. Commercial paper (having original maturities of not more than 270 days) rated "A-1+" by S&P and "Prime-1" by Moody's.

7. Money market funds rated "AAm" or "AAm-G" by S&P, or better.

8. "State Obligations," which means:

A. Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated "A3" by Moody's and "A" by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

B. Direct general short-term obligations of any state agency or subdivision or agency thereof described in (A) above and rated "A-1+" by S&P and "MIG-1" by Moody's.

C. Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (A) above and rated "AA" or better by S&P and "Aa" or better by Moody's.

9. Pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:

A. the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

B. the municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

C. the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification");

D. the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

E. no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

F. the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

10. Repurchase agreements with (1) any domestic bank, or domestic branch of a foreign bank, the long-term debt of which is rated at least "A" by S&P and Moody's; or (2) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "A" by S&P and Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated "A" or better by S&P and Moody's and acceptable to the Insurer, provided that:

A. The market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach);

B. The Trustee or a third party acting solely as agent therefor or for the Board (the "Holder of the Collateral") has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

C. The repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

D. All other requirements of S&P in respect of repurchase agreements shall be met; and

E. The repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must, at the direction of the Board or the Trustee (who shall give such direction if so directed by the Insurer), within 10 days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the Board or Trustee.

Notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified in (A) above, so long as such collateral levels are 103% or better and the provider is rated at least "A" by S&P and Moody's, respectively.

11. Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "A" by S&P and "A" by Moody's; provided that, by the terms of the investment agreement:

A. interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) on the Bonds;

B. the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice; the Board and the Trustee hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

C. the investment agreement shall state that it is the unconditional and general obligation of, and is not subordinated to any other obligation or, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

D. the Board or the Trustee receives the opinion of domestic counsel (which opinion shall be addressed to the Board, the Trustee and the Insurer) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the Insurer;

E. the investment agreement shall provide that if during its term:

(1) the provider's rating by either S&P or Moody's falls below "A" or "A," respectively, the provider shall, at its option, within 10 days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the Board, the Trustee or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and

upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) repay the principal of and accrued but unpaid interest on the investment, and

(2) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3," respectively, the provider must, at the direction of the Board or the Trustee (who shall give such direction if so directed by the Insurer), within 10 days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Board or Trustee;

F. The investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

G. the investment agreement must provide that if during its term:

(1) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Board or the Trustee (who shall give such direction if so directed by the Board), be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Board or Trustee, as appropriate, and

(2) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Board or Trustee, as appropriate.

12. Nonnegotiable Certificates of Deposit with a qualified public depository in accordance with Chapter 280, Florida Statutes.

13. Such other obligations as shall be permitted to be legal investments of the Board by the laws of the State.

14. Units of participation in the Local Government Surplus Funds Trust Fund established pursuant to Part IV, Chapter 218, Florida Statutes, as amended.

15. Other forms of investments approved in writing by a majority of the Owners of the Series 2023A Certificates.

For purposes of the foregoing, compliance with any minimum rating requirement shall be determined at the time the investment is made; and the Trustee shall have no duty to monitor rating levels of investments on an ongoing basis.

"Related Documents" means the Trust Agreement, the Lease Agreement, Lease Schedule No. 2023A, the Ground Lease, the Thirteenth Amendment to Assignment of Lease Agreement and the Assignment of Ground Lease, as all such documents are supplemented and amended.

"Reserve Requirement" means, with respect to the Series 2023A Certificates, zero dollars ($0.00).

"Series 2023A Account of the Prepayment Fund" means the account established in the Prepayment Fund established pursuant to Section 6.02 of the Master Trust Agreement and Section 401 hereof.

"Series 2023A Certificates" means the $**[**PAR AMOUNT**]** aggregate principal amount of Certificates of Participation authorized to be issued under Section 4.01 of the Master Trust Agreement and Section 201 hereof.

"Series 2023A Pledged Accounts" means the Series 2023A Subaccount of the Project Account, the Series 2023A Subaccount of the Costs of Issuance Account, the Series 2023A Subaccount of the Principal Account, the Series 2023A Subaccount of the Interest Account and the Series 2023A Account of the Prepayment Fund.

"Series 2023A Project" means the property and improvements described as the "Series 2023A Project" in Lease Schedule No. 2023A, as the same may be amended or modified from time to time.

"Series 2023A Subaccount of the Costs of Issuance Account" means the subaccount established in the Costs of Issuance Account pursuant to Sections 6.02 and 6.04 of the Master Trust Agreement and Section 401 hereof.

"Series 2023A Subaccount of the Interest Account" means the subaccount established in the Interest Account pursuant to Sections 6.02 and 6.06 of the Master Trust Agreement and Section 401 hereof.

"Series 2023A Subaccount of the Principal Account" means the subaccount established in the principal account pursuant to Sections 6.02 and 6.06 of the Master Trust Agreement and Section 401 hereof.

"Series 2023A Subaccount of the Project Account" means the subaccount established in the Project Account pursuant to Section 6.02 and 6.03 of the Master Trust Agreement and Section 401 hereof.

"Series 2023A Supplemental Trust Agreement" means this instrument, as may be amended and supplemented.

"Thirteenth Amendment to Assignment of Lease Agreement" means the Thirteenth Amendment to Assignment of Lease Agreement, dated as of **[**MONTH**]** 1, 2023, from the Corporation to the Trustee.

"Trustee" means U.S. Bank Trust Company, National Association and any successor thereto.

ARTICLE II
THE SERIES 2023A CERTIFICATES

SECTION 201. AUTHORIZATION OF SERIES 2023A CERTIFICATES. (a) There is hereby created a Series of Certificates to be issued under the Trust Agreement to be known as "Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2023A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida." The aggregate principal amount of Series 2023A Certificates which may be issued is hereby expressly limited to $**[**PAR AMOUNT**]**; provided, however, Completion Certificates may be issued in the manner provided in Section 4.12 of the Master Trust Agreement. The Series 2023A Certificates shall be issued for the purposes of (a) financing (including through reimbursement) the acquisition, construction and installation of the Series 2023A Project to be leased to the Board, and (b) paying Costs of Issuance of the Series 2023A Certificates. The Series 2023A Certificates shall bear interest from their dated date and shall be issuable as fully registered Certificates without coupons in denominations of $5,000 and integral multiples thereof. The Series 2023A Certificates shall be lettered and numbered R-1 and upward.

(b) Except as otherwise provided in the Trust Agreement, the Series 2023A Certificate shall be dated as of their date of delivery. Interest on the Series 2023A Certificates shall be payable on each Payment Date, commencing **[**January 1, 2024.**]** The Series 2023A Certificates shall be payable in the manner provided in the Trust Agreement.

(c) The Series 2023A Certificates shall bear interest at the respective rates and shall mature on July 1 of each of the years in the respective principal amounts set opposite each year in the following schedule:

Maturity (July 1)	Principal Amount	Interest Rate

_____
*Insured Series 2023A Certificates.

(d) The Series 2023A Certificates maturing on July 1 in the years 20___ through 20__, inclusive, shall be Serial Certificates. The Series 2023A Certificates maturing on July 1 in the year 20__ shall be Term Certificates. The Series 2023A Certificates shall be substantially in the form set forth in Exhibit B to the Master Trust Agreement.

SECTION 202. ISSUANCE OF SERIES 2023A CERTIFICATES. The Series 2023A Certificates shall be issued upon delivery to the Trustee of the documents referred to in Section 4.02(a) of the Master Trust Agreement and the payment of the purchase price therefor.

SECTION 203. THE SERIES 2023A PROJECT. The Series 2023A Project shall be acquired, constructed and installed as provided in the Trust Agreement, the Lease Agreement and Lease Schedule No. 2023A.

SECTION 204. LETTER OF INSTRUCTIONS. Attached hereto as Schedule 1 is the Letter of Instructions relating to the Series 2023A Certificates as required by Section 6.12 of the Master Trust Agreement. The Trustee, the Corporation and the Board agree to abide by the applicable provisions of such Letter of Instructions in accordance with and to the extent of the terms of the Trust Agreement.

SECTION 205. FULL BOOK-ENTRY. Notwithstanding the provisions set forth in Section 201 hereof or Section 4.06 of the Master Trust Agreement, and pursuant to Section 4.11 of the Master Trust Agreement, the Series 2023A Certificates shall be initially issued in the form of a separate single certificated fully registered Series 2023A Certificate for each of the maturities of the Series 2023A Certificates. Except as described in this Section 205, upon initial issuance, the ownership of each such Series 2023A Certificate shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). As long as the Series 2023A Certificates shall be registered in the name of Cede & Co., all payments of principal and interest on the Series 2023A Certificates shall be made by the Trustee by check or draft or by wire transfer to Cede & Co., as Holder of the Series 2023A Certificates.

With respect to Series 2023A Certificates registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, the Board, the Corporation and the Trustee shall have no responsibility or obligation to any participant in the DTC book-entry program or to any indirect participant (collectively, a "Participant"). Without limiting the immediately preceding sentence, the Board, the Corporation and the Trustee shall have no responsibility or obligation with respect to (A) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Series 2023A Certificates, (B) the delivery to any Participant or any other Person other than a Certificate Owner, as shown in the registration books kept by the Trustee, of any notice with respect to the Series 2023A Certificates, including any notice of prepayment, or (C) the payment to any Participant or any other Person, other than a Certificate Owner, as shown in the registration books kept by the Trustee, of any amount with respect to principal

of, premium, if any, or interest on the Series 2023A Certificates. The Board, the Corporation and the Trustee shall treat and consider the Person in whose name each Series 2023A Certificate is registered in the registration books kept by the Trustee as the Holder and absolute owner of such Series 2023A Certificate for the purpose of payment of principal of, premium, if any, and interest with respect to such Series 2023A Certificate, for providing notices with respect to such Series 2023A Certificate, for the purpose of registering transfers with respect to such Series 2023A Certificate, for the purpose of providing notices of prepayment, and for all other purposes whatsoever. The Trustee shall pay all principal of, premium, if any, and interest on the Series 2023A Certificates only to or upon the order of the respective holders, as shown in the registration books kept by the Trustee, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the Board's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2023A Certificates to the extent of the sum or sums so paid. No Person other than a holder, as shown in the registration books kept by the Trustee, shall receive a certificated Series 2023A Certificate evidencing the obligation of the Board to make payments of principal of, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the Board of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in the Trust Agreement with respect to transfers during certain time periods, the words "Cede & Co." herein shall refer to such new nominee of DTC; and upon receipt of such notice, the Board shall promptly deliver a copy of the same to the Trustee.

Upon (A) receipt by the Board of written notice from DTC (i) to the effect that a continuation of the requirement that all of the outstanding Series 2023A Certificates be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Series 2023A Certificates or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, or (B) determination by the Board, in its sole discretion upon compliance with applicable DTC policies and procedures, that such book-entry only system is burdensome to the Board, the Series 2023A Certificates shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names holders shall designate, in accordance with the provisions hereof. In such event, the Board shall issue and the Trustee shall authenticate, transfer and exchange Series 2023A Certificates of like principal amount and maturity, in denominations of $5,000 or any integral multiple thereof to the holders thereof in accordance with the provisions of the Trust Agreement. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the Blanket Issuer Letter of Representations previously executed by the Board and delivered to DTC shall apply to the payment of principal of and interest on the Series 2023A Certificates.

ARTICLE III
APPLICATION OF SERIES 2023A CERTIFICATE PROCEEDS

SECTION 301. APPLICATION OF SERIES 2023A CERTIFICATE PROCEEDS. The proceeds of the Series 2023A Certificates (net of the underwriting discount of $**[**UW DISCOUNT**]**) shall be applied by the Trustee as follows:

(1) Deposit to the credit of the Series 2023A Subaccount of the Costs of Issuance Account an amount equal to the Costs of Issuance of the Series 2023A Certificates ($**[**COI ACCOUNT DEPOSIT**]**) ($**[**INSURANCE PREMIUM**]** of which shall be wired directly to **[**INSURER**]** by the Underwriters in order to pay the Municipal Bond Insurance Policy premium);

(2) Deposit to the credit of the Series 2023A Subaccount of the Project Account the balance of the proceeds from the sale of the Series 2023A Certificates ($**[**PROJECT ACCOUNT DEPOSIT**]**).

All moneys on deposit in the Subaccounts described in this Section 301 shall be disbursed by the Trustee in the manner and for the purposes described in the Trust Agreement.

ARTICLE IV
ESTABLISHMENT OF SERIES 2023A PLEDGED ACCOUNTS

SECTION 401. ESTABLISHMENT OF SERIES 2023A PLEDGED ACCOUNTS. In accordance with Section 6.02(b) of the Master Trust Agreement, there is hereby established with the Trustee, solely for the benefit of the Owners of the Series 2023A Certificates, the following accounts and subaccounts:

(a) The "School Board of Manatee County, Florida Master Lease Series 2023A Subaccount of the Project Account."

(b) The "School Board of Manatee County, Florida Master Lease Series 2023A Subaccount of the Costs of Issuance Account."

(c) The "School Board of Manatee County, Florida Master Lease Series 2023A Subaccount of the Interest Account."

(d) The "School Board of Manatee County, Florida Master Lease Series 2023A Subaccount of the Principal Account."

(e) The "School Board of Manatee County, Florida Master Lease Series 2023A Account of the Prepayment Fund."

The moneys on deposit in the Accounts and Subaccounts described in this Section shall be disbursed by the Trustee in the manner and for the purposes described in the Trust Agreement. The moneys in the Series 2023A Pledged Accounts shall be invested solely in Permitted Investments.

SECTION 402. SECURITY FOR SERIES 2023A CERTIFICATES. The Series 2023A Certificates shall be secured in the manner provided in the Trust Agreement and shall receive all the benefits of the Trust Estate created thereunder; provided, such portion of the Trust Estate which is derived from the sale, re-letting or other disposition of the Series 2023A Project and, subject only to the provisions of the Trust Agreement permitting the application thereof for the other purposes set forth therein, any cash, securities and investments in the Series 2023A Pledged Accounts shall be utilized solely for the benefit of the Owners of the Series 2023A Certificates. The Owners of the Series 2023A Certificates shall have no claim against, nor receive any benefits from, any portion of the Trust Estate derived from the sale, re-letting or other disposition of Projects, other than the Series 2023A Project, or any cash, securities and investments in the Pledged Accounts, other than the Series 2023A Pledged Accounts in the manner and to the extent provided in the Trust Agreement.

SECTION 403. CREDIT ENHANCEMENT. The Insured Series 2023A Certificates shall be further secured by the Municipal Bond Insurance Policy issued by **[**INSURER**]**, which shall be the Credit Enhancer and Insurer for the Insured Series 2023A

Certificates. **[**INSURER**]** shall have all the rights provided for such Credit Enhancer under the terms of the Trust Agreement and under the terms hereof and the Related Documents.

ARTICLE V
PREPAYMENT OF SERIES 2023A CERTIFICATES

SECTION 501. PREPAYMENT OF SERIES 2023A CERTIFICATES. (a) The Series 2023A Certificates are subject to prepayment only as provided in this Section. The Series 2023A Certificates are not subject to extraordinary prepayment prior to maturity pursuant to Section 6.03(g) of the Master Trust Agreement or Section 5.08(c) of the Lease Agreement.

(b) The Series 2023A Certificates maturing on or before July 1, 20__ are not subject to prepayment at the option of the Board. The Series 2023A Certificates maturing on and after July 1, 20___ may be prepaid, from prepayments of Basic Rent made by the Board pursuant to the Lease Agreement, in whole or in part on July 1, 20___ or any date thereafter, and if in part, in such order of maturities as may be designated by the Board or if not so designated, in the inverse order of maturities, and by lot within a maturity in such manner as may be designated by the Trustee, at a Prepayment Price equal to the principal portion of Series 2023A Certificates to be prepaid, plus accrued interest to the prepayment date.

(c) The Series 2023A Certificates maturing on July 1, 20___ are subject to mandatory prepayment prior to maturity in part, from payments of the principal portion of Basic Rent Payments on each July 1 in the years and in the amounts set forth below at a Prepayment Price of par plus the interest accrued to the prepayment date.

July 1 of the Year	Principal Amount

_____
*Final maturity.

(d) Notwithstanding the provisions of Section 5.04(a) of the Master Trust Agreement, notice of any prepayment of Series 2023A Certificates shall either (i) explicitly state that the proposed prepayment is conditioned on there being on deposit in the applicable fund or account on the prepayment date sufficient funds to pay the full prepayment price of the Series 2023A Certificates to be prepaid, or (ii) be sent only if sufficient funds or Refunding Securities to pay the full Prepayment Price of the Series 2023A Certificates to be prepaid is on deposit in the applicable fund or account. In the event the conditions stated in the notice of prepayment are not satisfied on the proposed prepayment date, such prepayment shall not occur and such notice of prepayment shall be of no further force or effect. Except as provided herein, the Series 2023A Certificates shall

be called for prepayment upon the notice and in the manner provided in Article V of the Master Trust Agreement.

ARTICLE VI
PROVISIONS RELATING TO SERIES 2023A CERTIFICATES

SECTION 601. PROVISIONS REGARDING MUNICIPAL BOND INSURANCE POLICY; ADDITIONAL OBLIGATIONS OF THE BOARD. The following provisions relating to the Insured Series 2023A Certificates shall apply so long as the **[**INSURER**]**'s Municipal Bond Insurance Policy is in full force and effect:

[TO COME**]**

ARTICLE VII
MISCELLANEOUS

SECTION 701. PROVISIONS OF MASTER TRUST AGREEMENT NOT OTHERWISE MODIFIED. Except as expressly modified or amended hereby, the Master Trust Agreement shall remain in full force and effect. To the extent of any conflict between the terms of the Master Trust Agreement and this Series 2023A Supplemental Trust Agreement, the terms hereof shall control.

SECTION 702. THIRD PARTY BENEFICIARIES. Nothing in this Series 2023A Supplemental Trust Agreement, express or implied, is to or shall be construed to confer upon or to give to any person or party other than the Corporation, and its assignee, the Trustee, the Credit Enhancer and the Board any rights, remedies or claims under or by reason of this Series 2023A Supplemental Trust Agreement or any covenants, condition or stipulation hereof; and all covenants, stipulations, promises and agreements in this Series 2023A Supplemental Trust Agreement contained by or on behalf of the Corporation or the Board shall be for the sole and exclusive benefit of the Corporation, and its assignee, the Trustee, the Credit Enhancer and the Board. **[**INSURER**]** shall be deemed a third party beneficiary of this Series 2023A Supplemental Trust Agreement.

SECTION 703. CONFIRMATION OF SECURITY TRANSACTIONS. The Board and Corporation acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Board or Corporation the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Board and Corporation specifically waive receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Board and Corporation periodic cash transaction statements that include detail for all investment transactions made by the Trustee under the Trust Agreement.

SECTION 704. PATRIOT ACT OF REQUIREMENTS OF TRUSTEE. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identified each person who opens an account. For a non-individual person such as business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

SECTION 705. COUNTERPARTS. This Series 2023A Supplemental Trust Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 706. HEADINGS. Any heading preceding the text of the several Articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Series 2023A Supplemental Trust Agreement, nor shall they affect its meaning, construction or effect.

SECTION 707. LAWS. This Series 2023A Supplemental Trust Agreement shall be construed and governed in accordance with the laws of the State.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Series 2023A Supplemental Trust Agreement by their officers thereunto duly authorized as of the date and year first written above.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor Trustee

By: _____
Assistant Vice President

MANATEE SCHOOL BOARD LEASING CORPORATION, as Lessor

(SEAL)

By: _____
President

ATTEST:

_____
Secretary

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, as Lessee

(SEAL)

By: _____
Chairman

ATTEST:

_____
Superintendent/Secretary

SCHEDULE 1

LETTER OF INSTRUCTIONS

The School Board of Manatee County, Florida
Bradenton, Florida

U.S. Bank Trust Company, National Association
Jacksonville, Florida

Manatee School Board Leasing Corporation
Bradenton, Florida

Re: $[PAR AMOUNT] Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2023A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida

Ladies and Gentlemen:

This letter of instructions is intended to set forth certain duties and requirements regarding the payment of rebatable arbitrage to the United States Treasury in compliance with Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code") to the extent necessary to preserve the tax-exempt treatment of interest on the above-referenced Certificates of Participation (the "Series 2023A Certificates"). The instructions contained in this letter are based upon said Section 148(f) of the Code and, by analogy, to the Regulations. However, it is not intended to be exhaustive.

The Series 2023A Certificates have been issued pursuant to a Master Trust Agreement, dated as of June 1, 1996, as amended and supplemented, including, in particular as amended and supplemented by the Series 2023A Supplemental Trust Agreement, dated as of [MONTH] 1, 2023 (collectively, the "Trust Agreement"), among U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), the Manatee School Board Leasing Corporation, a Florida not-for-profit corporation, as lessor (the "Corporation"), and The School Board of Manatee County, Florida, a school board of the State of Florida, as lessee (the "Board"). The Series 2023A Certificates represent undivided proportionate interests of Owners of the Series 2023A Certificates in the Basic Rent Payments to be made under a Master Lease-Purchase Agreement, dated as of June 1,

1996, as amended and supplemented, in particular as amended and supplemented by Lease Schedule No. 2023A, dated as of **[**MONTH**]** 1, 2023 (collectively, the "Lease Agreement"), between the Corporation and the Board. Pursuant to an Assignment of Lease Agreement, dated as of June 1, 1996, as amended and supplemented by the Thirteenth Amendment to Assignment of Lease Agreement, dated as of **[**MONTH**]** 1, 2023, between the Corporation and the Trustee, the Corporation has assigned all of its rights, title and interest in and to the Lease Agreement (other than certain rights and obligations specifically excepted therein), including, without limitation, the right to receive the Basic Rent Payments, when due, to the Trustee for the benefit of the Owners of the Series 2023A Certificates.

Since the requirements of said Section 148(f) are subject to amplification and clarification, it may be necessary to supplement or modify the instructions contained in this letter from time to time to reflect any additional or different requirements of said Section and the Regulations or to specify that actions set forth in this letter are no longer required or that some further or different action is required to maintain or assure the exemption from federal income tax of the interest on the Series 2023A Certificates.

For purposes of this letter, any instructions relating to a fund, account or subaccount established under the Trust Agreement shall be deemed to apply only to that portion of such fund, account or subaccount allocable to the Series 2023A Certificates.

1. Tax Covenants. Pursuant to the Trust Agreement, the Corporation and the Board have made certain covenants designed to assure that the Interest Component of the Basic Rent Payments is and shall remain excludable from gross income for purposes of federal income taxation. In order to preserve this exemption neither the Corporation nor the Board should, directly or indirectly, use or permit the use of any proceeds of the Series 2023A Certificates or the Lease Payments or any other funds or take or omit to take any action that would cause the Series 2023A Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code or that would cause the Interest Component of the Basic Rent Payments to be subject to be included in gross income for federal income tax purposes under the provisions of the Code. The Board must comply with all other requirements as shall be determined by Special Counsel to be necessary or appropriate to assure that the Interest Component of the Basic Rent Payments will be excludable from gross income for purposes of federal income taxation. To that end, the Corporation and the Board shall comply with all requirements of Section 148 of the Code to the extent applicable to the Series 2023A Certificates.

2. Definitions. Capitalized terms used in this letter, but not otherwise defined herein, shall have the same meanings set forth in Exhibit A to the Trust Agreement and in the Board's Certificate as to Arbitrage and Certain Other Tax Matters relating to the Series 2023A Certificates.

"Certificate Year" means any one-year period (or shorter period from the Issue Date) ending on the close of business on the day preceding the anniversary of the Issue

Date; provided, however, that the Board may select any other day as the end of a Certificate Year if such selection is made prior to the earlier of the final maturity date of the Series 2023A Certificates or the fifth anniversary of the Issue Date.

"Code" means the Internal Revenue Code of 1986, as amended.

"Computation Date" means each date selected by the Board as a computation date pursuant to Section 1.148-3(e) of the Regulations and the Final Computation Date.

"Fair Market Value" means, when applied to a Nonpurpose Investment, the Fair Market Value of such Investment as determined in accordance with Section 4 hereof.

"Final Computation Date" means the date the Series 2023A Certificates are discharged.

"Gross Proceeds" means, with respect to the Series 2023A Certificates:

(1) Amounts constituting Sale Proceeds of the Series 2023A Certificates (or the New Money Issue or the Refunding Issue).

(2) Amounts constituting Investment Proceeds of the Series 2023A Certificates (or the New Money Issue or the Refunding Issue).

(3) Amounts constituting Transferred Proceeds of the Series 2023A Certificates (or the New Money Issue or the Refunding Issue).

(4) Other amounts constituting Replacement Proceeds of the Series 2023A Certificates (or the New Money Issue or the Refunding Issue).

(5) Amounts that constitute Pledged Moneys (as defined below) and that are derived directly or indirectly from the Board (or a governmental unit of which the Board is a part) or any other person who substantially benefits from the issuance of the Series 2023A Certificates.

"Investment Proceeds" means any amounts actually or constructively received from investing proceeds of the Series 2023A Certificates.

"Investment Property" shall have the meaning as ascribed to such term in Section 148(b)(2) of the Code, which includes any security, obligation or other property held principally as a passive vehicle for the production of income, within the meaning of Section 1.148-1(e) of the Regulations.

"Issue Date" means **[**CLOSING DATE**]**, 2023.

"Net Proceeds" means Sale Proceeds, less the portion of such Proceeds invested in a reasonably required reserve or replacement fund under the Code.

"Nonpurpose Investment" means any Investment Property in which Gross Proceeds are invested which is not an investment that is acquired to carry out the governmental purpose of the Series 2023A Certificates, e.g., obligations acquired with Gross Proceeds that are invested temporarily until needed for the governmental purpose of the Series 2023A Certificates, that are used to discharge a prior issue, or that are invested in a reasonably required reserve or replacement fund, as referenced in Section 1.148(b) of the Regulations.

"Nonpurpose Payments" shall include the payments with respect to Nonpurpose Investments specified in Section 1.148-3(d)(1)(i)-(v) of the Regulations.

"Nonpurpose Receipts" shall include the receipts with respect to Nonpurpose Investments specified in Section 1.148-3(d)(2)(i)-(iii) of the Regulations.

"Pledged Moneys" means moneys that are reasonably expected to be used directly or indirectly to pay debt service on the Series 2023A Certificates (or to reimburse a municipal bond insurer) or as to which there is a reasonable assurance that such moneys or the earnings thereon will be available directly or indirectly to pay debt service on the Series 2023A Certificates (or to reimburse a municipal bond insurer) if the Board encounters financial difficulties.

"Pre-Issuance Accrued Interest" means amounts representing interest that has accrued on an obligation for a period of not greater than one year before its issue date but only if those amounts are paid within one year after the Issue Date.

"Proceeds" means any Sale Proceeds, Investment Proceeds and Transferred Proceeds of the Certificates.

"Qualified Administrative Costs" means reasonable, direct administrative costs, other than carrying costs, such as separately stated brokerage and selling commissions that are comparable to those charged nongovernmental entities in transactions not involving tax-exempt bond proceeds, but not legal and accounting fees, recordkeeping, custody or similar costs. In addition, with respect to a guaranteed investment contract or investments purchased for a yield restricted defeasance escrow, such costs will be considered reasonable if (1) the amount of the fee the Board treats as a Qualified Administrative Cost does not exceed the lesser of (a) $46,000 (for calendar year 2023), and (b) 0.2% of the "computational base," or, if more, $5,000; and (2) the Board does not treat as Qualified Administrative Costs more than $130,000 (for calendar year 2023) in brokers' commissions or similar fees with respect to all guaranteed investment contracts and investments for yield restricted defeasance escrows purchased with Gross Proceeds of the issue. For purposes of this definition only, "computational base" shall mean with respect to guaranteed investment contracts, the amount of Gross Proceeds the Board reasonably expects, as of the date the contract is acquired, to be deposited in the guaranteed investment contract over the term of the contract and for investments other than guaranteed investment contract,

"computational base" shall mean the amount of Gross proceeds initially invested in such investments. The above- described safe harbor dollar amounts shall be increased each calendar year for cost-of-living adjustments pursuant to Section 1.148-5(e) of the Regulations.

"Rebatable Arbitrage" means, as of any Computation Date, the excess of the future value of all Nonpurpose Receipts over the future value of all Nonpurpose Payments.

"Rebate Fund" means the Rebate Fund established pursuant to the Trust Agreement and described in Section 3 hereof.

"Regulations" means Treasury Regulations Sections 1.148-0 through 1.148-11, 1.149(b)-1 and (d)-1, and 1.150-0 through 1.150-2, as amended, and any regulations amendatory, supplementary or additional thereto.

"Replacement Proceeds" means amounts that have a sufficiently direct nexus to the Series 2023A Certificates or to the governmental purpose of the Series 2023A Certificates to conclude that the amounts would have been used for that governmental purpose if the Proceeds of the Series 2023A Certificates were not used or to be used for that governmental purpose. For this purpose, governmental purposes include the expected use of amounts for the payment of debt service on a particular date. The mere availability or preliminary earmarking of amounts for a governmental purpose, however, does not in itself establish a sufficient nexus to cause those amounts to be Replacement Proceeds. Replacement Proceeds include, but are not limited to, amounts held in a sinking fund or a pledged fund. For these purposes, an amount is pledged to pay principal of or interest on the Series 2023A Certificates if there is reasonable assurance that the amount will be available for such purposes in the event that the issuer encounters financial difficulties.

"Sale Proceeds" means any amounts actually or constructively received by the Board from the sale of the Series 2023A Certificates, including amounts used to pay underwriters' discount or compensation and interest other than Pre-Issuance Accrued Interest. Sale Proceeds shall also include, but are not limited to, amounts derived from the sale of a right that is associated with a Series 2023A Certificate and that is described in Section 1.148-4(b)(4) of the Regulations.

"Special Counsel" means Nabors, Giblin & Nickerson, P.A., Tampa, Florida or such other firm of nationally recognized bond counsel as may be selected by the Board.

"Tax-Exempt Investment" means (i) an obligation the interest on which is excluded from gross income pursuant to Section 103 of the Code, (ii) United States Treasury-State and Local Government Series, Demand Deposit Securities, and (iii) stock in a tax-exempt mutual fund as described in Section 1.150-1(b) of the Regulations. Tax-Exempt Investment shall not include a specified private activity bond as defined in Section 57(a)(5)(C) of the Code. For purposes of these Rebate Instructions, a tax-exempt mutual

fund includes any regulated investment company within the meaning of Section 851(a) of the Code meeting the requirements of Section 852(a) of the Code for the applicable taxable year; having only one class of stock authorized and outstanding; investing all of its assets in tax-exempt obligations to the extent practicable; and having at least 98 percent of (1) its gross income derived from interest on, or gain from the sale of or other disposition of, tax-exempt obligations or (2) the weighted average value of its assets represented by investments in tax-exempt obligations.

"Transferred Proceeds" shall have the meaning provided therefor in Section 1.148-9 of the Regulations.

"Universal Cap" means the value of all then outstanding Series 2023A Certificates.

"Value" (of a Series 2023A Certificate) means with respect to a Series 2023A Certificate issued with not more than two percent original issue discount or original issue premium, the outstanding principal amount, plus accrued unpaid interest; for any other Series 2023A Certificate, its present value.

"Value" (of an Investment) shall have the following meaning in the following circumstances:

(1) General Rules. Subject to the special rules in the following paragraph, an issuer may determine the value of an investment on a date using one of the following valuation methods consistently applied for all purposes relating to arbitrage and rebate with respect to that investment on that date:

(a) an investment with not more than two percent original issue discount or original issue premium may be valued at its outstanding stated principal amount, plus accrued unpaid interest on such date;

(b) a fixed rate investment may be valued at its present value on such date; and

(c) an investment may be valued at its Fair Market Value on such date.

(2) Special Rules. Yield restricted investments are to be valued at present value provided that (except for purposes of allocating Transferred Proceeds to an issue, for purposes of the Universal Cap and for investments in a commingled fund other than a bona fide debt service fund unless it is a certain commingled fund):

(a) an investment must be valued at its Fair Market Value when it is first allocated to an issue, when it is disposed of and when it is deemed acquired or deemed disposed of, and provided further that;

(b) in the case of Transferred Proceeds, the Value of a Nonpurpose Investment that is allocated to Transferred Proceeds of a refunding issue on a transfer date may not exceed the Value of that investment on the transfer date used for purposes of applying the arbitrage restrictions to the refunded issue.

"Yield" means, generally, the discount rate which, when used in computing the present value of all the unconditionally payable payments of principal and interest on an obligation and all the payments for qualified guarantees paid and to be paid with respect to such obligation, produces an amount equal to the present value of the issue price of such obligation. Present value is computed as of the date of issue of the obligation. There are, however, many additional specific rules contained in the Regulations which apply to the calculation and recalculation of yield for particular obligations and such rules should be consulted prior to calculating the yield for the Series 2023A Certificates on any Computation Date. Yield shall be calculated on a 360-day year basis with interest compounded semi-annually. For this purpose, the purchase price of a Nonpurpose Investment or Tax-Exempt Investment is its Fair Market Value, as determined pursuant to Section 4 of this letter, as of the date that it becomes allocated to Gross Proceeds of the Series 2023A Certificates.

3. Payment of Rebatable Arbitrage. (a) In order to maintain the exemption from federal income tax of the Interest Component of the Basic Rent Payments, the Trustee, upon the written direction of the Board in accordance with Section 6.12 of the Trust Agreement, shall pay the Rebatable Arbitrage to the United States Government at the times and in the amounts determined herein from amounts on deposit in the Rebate Fund. For purposes of determining the Rebatable Arbitrage, the Board should cause the calculations to be made by competent tax counsel or other financial or accounting advisors or persons to ensure correct application of the rules contained in the Code and the Regulations relating to arbitrage rebate and, if the Board fails to retain such advisors for such purpose, the Trustee should retain such advisors for such purpose, but only at the expense of the Board.

(b) Within 30 days after any Computation Date, the Board must calculate or cause to be calculated the Rebatable Arbitrage or any penalty due pursuant to Section 3(d) below. The Board agrees to pay the Trustee the amount of the Rebatable Arbitrage for deposit to the Rebate Fund before the same must be remitted by the Trustee. Upon receipt of such Rebatable Arbitrage from the Board, but in no event later than 60 days following the Computation Date, the Trustee must remit (but only from amounts received from the Board) an amount which when added to the future value of previous rebate payments is not less than 90 percent (100 percent with respect to the Computation Date on the final repayment or retirement of the Series 2023A Certificates plus the income, if any, from the investment of the Rebatable Arbitrage due to the United States Government after the final Computation Date) of the Rebatable Arbitrage.

Each payment must be accompanied by Internal Revenue Service Form 8038-T.

(c) The obligation to pay Rebatable Arbitrage to the United States, as described in this letter, shall be treated as satisfied with respect to the Series 2023A Certificates if (i) Gross Proceeds are expended for the governmental purpose of the Series 2023A Certificates by no later than the date which is six months after the Issue Date and if it is not anticipated that any other Gross Proceeds will arise during the remainder of the term of the Series 2023A Certificates and (ii) the requirement to pay Rebatable Arbitrage, if any, to the United States with respect to the portion of the Reserve Account allocable to the Series 2023A Certificates, if any, is met. For purposes described above, Gross Proceeds do not include (i) amounts deposited in a bona fide debt service fund, so long as the funds therein constitute bona fide debt service funds, or a reasonably required reserve or replacement fund (as defined in Section 1.148-1 of the Regulations and meeting the requirements of Section 1.148-2(f) of the Regulations), (ii) amounts that, as of the Issue Date, are not reasonably expected to be Gross Proceeds but that become Gross Proceeds after the date which is six months after the Issue Date, (iii) amounts representing Sale or Investment Proceeds derived from any Purpose Investment (as defined in Section 1.148-1 of the Regulations) and earnings on those payments, and (iv) amounts representing any repayments of grants (as defined in Section 1.148-6(d)(4) of the Regulations). If Gross Proceeds are in fact expended by such date, then, except as to amounts, if any, on deposit in the Reserve Account, Rebatable Arbitrage with respect to such Gross Proceeds need not be calculated and no payment thereof to the United States Department of Treasury need be made. Use of Gross Proceeds to redeem Series 2023A Certificates shall not be treated as an expenditure of such Gross Proceeds.

Notwithstanding the foregoing, if Gross Proceeds which were reasonably expected to be Gross Proceeds on the Issue Date actually become available after the date which is six months after the Issue Date, as determined by the Board, then the requirements described herein relating to the calculation of Rebatable Arbitrage and the payment thereof to the United States must be satisfied, except that no such calculation or payment need be made with respect to the initial six-month period. Any other amounts not described in this Section which constitute Gross Proceeds, other than a bona fide debt service fund, will be subject to rebate.

(d) As an alternative to Section 3(c) above, the obligation of the Board to pay Rebatable Arbitrage to the United States, as described herein, shall be treated as satisfied with respect to the New Money Issue if the Gross Proceeds are expended for the governmental purposes of the issue within the periods set forth below:

(i) at least 15% of such Gross Proceeds of the New Money Issue are spent within the six-month period beginning on the Issue Date;

(ii) at least 60% of such Gross Proceeds of the New Money Issue are spent within the 1-year period beginning on the Issue Date; and

(iii) at least 100% of such Gross Proceeds of the New Money Issue are spent within the 18-month period beginning on the Issue Date.

As set forth in Section 1.148-7(d)(2) of the Regulations, for purposes of the expenditure requirements set forth in this paragraph (d), 100% of the Gross Proceeds of the New Money Issue shall be treated as expended for the governmental purposes of the issue within the 18-month period beginning on the Issue Date if such requirement is met within the 30-month period beginning on the Issue Date and such requirement would have been met within such 18-month period but for a reasonable retainage (not exceeding 5% of the Net Proceeds of the New Money Issue). If Gross Proceeds are in fact expended by such dates, then Rebatable Arbitrage need not be calculated and no payment thereof to the United States Department of Treasury need be made. Any failure to satisfy the final spending requirement shall be disregarded if the Board exercises due diligence to complete the project financed by the New Money Issue and the amount of the failure does not exceed the lesser of (i) 3% of the issue price of the New Money Issue or (ii) $250,000. Use of Gross Proceeds to redeem the New Money Issue shall not be treated as an expenditure of such Gross Proceeds. For purposes of this paragraph (d), "Gross Proceeds" shall be modified as described in paragraph (c) above.

(e) As an alternative to subsection (d) above, the obligation to pay Rebatable Arbitrage to the United States, as described in this letter, is treated as satisfied with respect to the New Money Issue if the "Available Construction Proceeds" (as defined in Section 148(f)(4)(C)(vi) of the Code) are expended for the governmental purposes of the issue within the periods set forth below:

(i) at least 10% of such Available Construction Proceeds are spent within the six-month period beginning on the Issue Date;

(ii) at least 45% of such Available Construction Proceeds are spent within the 1-year period beginning on the Issue Date;

(iii) at least 75% of such Available Construction Proceeds are spent within the eighteen-month period beginning on the Issue Date; and

(iv) at least 100% of such Available Construction Proceeds are spent within the 2-year period beginning on the Issue Date.

For purposes of this Section 3(e), the term Available Construction Proceeds means the Net Proceeds of the New Money Issue, increased by earnings on the Net Proceeds, earnings on amounts in the Reserve Account to the extent that such amounts were not funded from proceeds of the New Money Issue, and earnings on all of the foregoing earnings, and reduced by the amount, if any, of the Net Proceeds deposited to the Reserve Account and amounts used to pay issuance costs (including bond insurance premium).

As set forth in Section 148(f)(4)(C)(iii) of the Code, for purposes of the expenditure requirements set forth in this paragraph (e), 100% of the Available Construction Proceeds of the Series 2023A Certificates is treated as expended for the governmental purposes of the issue within the 2-year period beginning on the Issue Date if such requirement is met within the 3-year period beginning on the Issue Date and such requirement would have been met within such 2-year period but for a reasonable retainage (not exceeding 5% of the Available Construction Proceeds of the New Money Issue). Any failure to satisfy the final spending requirement shall be disregarded if the Board exercises due diligence to complete the project financed by the New Money Issue and the amount of the failure does not exceed the lesser of (i) 3% of the issue price of the New Money Issue or (ii) $250,000.

For purposes of Section 148(f)(4)(C)(vii) of the Code, in the event the Board fails to meet the expenditure requirements referred to above, the Board does not elect to pay, in lieu of the Rebatable Arbitrage otherwise required to be paid with respect to such Gross Proceeds, a penalty with respect to the close of each 6-month period after the Issue Date equal to 1.5% of the amount of the Available Construction Proceeds of the New Money Issue which, as of the close of such period, are not spent as required by the expenditure provisions set forth above. The penalty referred to above shall cease to apply only after the New Money Issue (including any refunding obligations issued with respect thereto) are no longer outstanding. The Board makes no election with respect to the above-described penalty.

In order to qualify for the exemption from the obligation to pay Rebatable Arbitrage to the United States pursuant to this paragraph (e), at least 75% of the Available Construction Proceeds of the New Money Issue must be used for construction expenditures with respect to property which is owned by a governmental unit or an organization described in Section 501(c)(3) of the Code (subject in all respects to the provisions of Section 142(b)(1)(B) of the Code). The term "construction" includes reconstruction and rehabilitation of existing property. If only a portion of an issue is to be used for construction expenditures, such portion and such other portion of such issue may, at the election of the Board, be treated as a separate issue for purposes of this subsection (e) (although the remaining portion may not be entitled to the benefits of paragraph 3(d) hereof.

(f) The Board and the Trustee should keep or cause to be kept proper books of records and accounts containing complete and correct entries of all transactions relating to the receipt, investment, disbursement, allocation and application of the moneys related to the Series 2023A Certificates, including moneys derived from, pledged to, or to be used to make payments on the Series 2023A Certificates. Such records shall, at a minimum, be sufficient to enable the Board to calculate the Rebatable Arbitrage and, if necessary, shall specify the account or fund to which each investment (or portion thereof) is to be allocated and shall set forth, in the case of each investment security, (i) its purchase price, (ii) identifying information, including par amount, coupon rate, and payment dates, (iii) the

amount received at maturity or its sale price, as the case may be, including accrued interest, (iv) the amounts and dates of any payments made with respect thereto, and (v) the dates of acquisition and disposition or maturity.

4. Market Price Rules. Except as provided below, the Board agrees to comply with the requirements relating to the "Fair Market Value" of acquired Nonpurpose Investments, as defined in Section 1.148-5(d) of the Regulations ("Fair Market Value"). All investments required to be made pursuant to this letter shall be made to the extent permitted by law. In this regard, the Board agrees, among other things, that it will not acquire or cause to be acquired a Nonpurpose Investment (or any other investment acquired with Gross Proceeds or on deposit in the Rebate Fund), for a price in excess of its Fair Market Value or sell any such investment at a price (determined without any reduction for transaction costs) less than its Fair Market Value, except as provided below. For this purpose, the following rules shall apply:

(a) Established securities markets. Except as otherwise provided below, any market especially established to provide a security or obligation to an issuer of municipal obligations shall not be treated as an established market and shall be rebuttably presumed to be acquired or disposed of for a price that is not its Fair Market Value.

(b) Arm's-length price. Any transaction in which a Nonpurpose Investment is directly purchased with Gross Proceeds, or in which a Nonpurpose Investment allocable to Gross Proceeds is disposed of, shall be undertaken in a bona fide arm's-length manner, and no amount shall be paid to reduce the yield on the Nonpurpose Investment.

(c) Safe harbor for establishing Fair Market Value for guaranteed investment contracts and Nonpurpose Investments purchased for a yield restricted defeasance escrow. In the case of a guaranteed investment contract or Nonpurpose Investments purchased for a yield restricted defeasance escrow, the purchase price shall not be considered to be an arm's-length price unless all the following conditions are met:

(i) The Board makes a bona fide solicitation ("Bona Fide Solicitation") for the purchase of the investment that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers;

(2) The bid specifications include all terms of the bid that may directly or indirectly affect the yield or the cost of the investment;

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal

agreement that the potential provider has with the Board or any other person (whether or not in connection with the bond issue), and that the bid is not being submitted solely as a courtesy to the Board or any other person for purposes of satisfying these requirements;

(4) The terms of the bid specifications are such that there is a legitimate business purpose for each term other than to increase the purchase price or reduce the yield of the investment (e.g., for solicitations of Nonpurpose Investments for a yield restricted defeasance escrow, the hold firm period must be no longer than the Board reasonably requires);

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Board's reasonably expected deposit and draw down schedule for the amounts to be invested;

(6) All potential providers have an equal opportunity to bid (e.g., no potential provider is given the opportunity to review other bids before providing a bid); and

(7) At least three providers are solicited for bids that have an established industry reputation as a competitive provider of the type of investments being purchased.

(ii) The bids received by the Board must meet all of the following requirements:

(1) The Board receives at least three bids from providers that the Board solicited under a Bona Fide Solicitation and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (c)(ii)(1) above is from a provider that has an established industry reputation as a competitive provider of the type of investments being purchased; and

(3) If the Board uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(iii) The winning bid must meet the following requirements:

(1) *Guaranteed investment contracts*. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) *Other Nonpurpose Investments*. If the investment is not a guaranteed investment contract, the following requirements are met:

(A) The winning bid is the lowest cost bona fide bid (including any broker's fees). The lowest bid is either the lowest cost bid for the portfolio or, if the Board compares the bids on an investment-by-investment basis, the aggregate cost of a portfolio comprised of the lowest cost bid for each investment. Any payment received by the Board from a provider at the time a guaranteed investment contract is purchased (e.g., an escrow float contract) for a yield restricted defeasance escrow under a bidding procedure meeting these requirements is taken into account in determining the lowest cost bid.

(B) The lowest cost bona fide bid (including any broker's fees) is not greater than the cost of the most efficient portfolio comprised exclusively of State and Local Government Series Securities from the United States Department of the Treasury, Bureau of Public Debt. The cost of the most efficient portfolio of State and Local Government Series Securities is to be determined at the time that bids are required to be submitted pursuant to the terms of the bid specifications. If such State and Local Government Series Securities are not available for purchase on the day that bids are required to be submitted because sales of those securities have been suspended, the cost comparison described in this paragraph is not required.

(iv) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay) to Third parties in connection with supplying the investment.

(d) The Board shall retain certificates and records documenting compliance with the above requirements until three years after the last outstanding Series 2023A Certificate is redeemed including, but not limited to, the following:

(i) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of Nonpurpose Investments other than guaranteed investment contracts, the purchase agreement or confirmation;

(ii) The receipt or other record of the amount actually paid by the Board for the investments, including a record of any administrative costs paid by the Board and the certification required in paragraph (c)(iv) above;

(iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results;

(iv) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation; and

(v) For purchase of Nonpurpose Investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted.

Certificates in substantially the forms of subparagraphs (iv) and (v) above must be obtained to evidence the foregoing.

5. Records. The Board and the Trustee should retain all records with respect to the calculations required by this letter for at least six years after the date on which the last of the principal of and interest on the Series 2023A Certificates has been paid, whether upon maturity, redemption, defeasance or acceleration thereof.

6. Modification Upon Receipt of Special Counsel Opinion. Notwithstanding any provision of this letter, if the Board and the Trustee shall receive an opinion of Special Counsel that any specified instructions set forth in this letter are no longer required or that some further or different action is required to maintain or assure the exclusion from federal gross income of the Interest Component of the Basic Rent Payments, the Board and the Trustee may conclusively rely on such opinion in complying with the requirements of this letter and the instructions contained in this letter shall be deemed to be modified to that extent. The provisions of this and the instructions contained in this letter may be amended or modified in any manner which is necessary to comply with such regulations as may be promulgated by the United States Treasury Department from time to time.

7. Accounting for Gross Proceeds. In order to perform the calculations required by the Code and the Regulations, it is necessary to track the investment and expenditure of all Gross Proceeds. To that end, the Board must adopt reasonable and consistently applied methods of accounting for all Gross Proceeds. Appendix I hereto sets forth a description of the required allocation and accounting rules with which the Board agrees to comply.

8. Administrative Costs of Investments. Except as otherwise provided in this Section 8, an allocation of Gross Proceeds to a payment or receipt on a Nonpurpose Investment is not adjusted to take into account any costs or expenses paid, directly or indirectly, to purchase, carry, sell or retire the Nonpurpose Investment (administrative costs). Thus, administrative costs generally do not increase the payments for, or reduce the receipts from, Nonpurpose Investments.

In determining payments and receipts on Nonpurpose Investments, Qualified Administrative Costs are taken into account by increasing payments for, or reducing the receipts from, the Nonpurpose Investments. Qualified Administrative Costs are reasonable, direct administrative costs, other than carrying costs, such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody and similar costs. General overhead costs and similar indirect costs of the Board such as employee salaries and office expenses and costs associated with computing Rebatable Arbitrage are not Qualified Administrative Costs.

Allocation and accounting rules are provided in Appendix I attached hereto.

9. Board Obligations. Except for any Rebatable Arbitrage which accrues prior to the date of termination of the Lease, the Board shall have no further obligations hereunder subsequent to the termination of the Lease Agreement.

[Signature page to follow]

10. Trustee Obligations. Except for matters set forth in Sections 3(a), (b) and (f) hereof and Section 6.12 of the Trust Agreement, the parties hereto agree that the Trustee shall have no further obligations hereunder or under the Trust Agreement relating to the matters set forth in this letter.

Respectfully submitted,

NABORS, GIBLIN & NICKERSON, P.A.

Acknowledged:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____
Chairman

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as successor Trustee

By: _____
Assistant Vice President

MANATEE SCHOOL BOARD LEASING CORPORATION

By: _____
President

APPENDIX I

ALLOCATION AND ACCOUNTING RULES

(a) General Rule. Any issuer may use any reasonable, consistently applied accounting method to account for Gross Proceeds, investments and expenditures of an issue. An accounting method is "consistently applied" if it is applied uniformly within a Fiscal Period (as hereinafter defined) and between Fiscal Periods to account for Gross Proceeds of an issue and any amounts that are in a commingled fund.

(b) Allocation of Gross Proceeds to an Issue. Amounts are allocable to only one issue at a time as Gross Proceeds. Amounts cease to be allocated to an issue as Proceeds only when those amounts (i) are allocated to an expenditure for a governmental purpose; (ii) are allocated to Transferred Proceeds of another issue of obligations; or (iii) cease to be allocated to that issue at retirement of the issue or under the Universal Cap.

(c) Allocation of Gross Proceeds to Investments. Upon the purchase or sale of a Nonpurpose Investment, Gross Proceeds of an issue are not allocated to a payment for that Nonpurpose Investment in an amount greater than, or to a receipt from that Nonpurpose Investment in an amount less than, the Fair Market Value of the Nonpurpose Investment as of the purchase or sale date. The Fair Market Value of a Nonpurpose Investment is adjusted to take into account Qualified Administrative Costs allocable to the investment. Thus, Qualified Administrative Costs increase the payments for, or decrease the receipts from, a Nonpurpose Investment.

(d) Allocation of Gross Proceeds to Expenditures. Reasonable accounting methods for allocating funds from different sources to expenditures for the same governmental purpose include a "specific tracing" method, a "gross-proceeds-spent-first" method, a "first-in-first-out" method or a ratable allocation method, so long as the method used is consistently applied. An allocation of Gross Proceeds of an issue to an expenditure must involve a current outlay of cash for a governmental purpose of the issue. A current outlay of cash means an outlay reasonably expected to occur not later than five banking days after the date as of which the allocation of Gross Proceeds to the expenditure is made.

(e) Commingled Funds. Any fund or account that contains both Gross Proceeds of an issue and amounts in excess of $25,000 that are not Gross Proceeds of that issue if the amounts in the fund or account are invested and accounted for collectively, without regard to the source of the funds deposited therein, constitutes a "commingled fund." All payments and receipts (including deemed payments and receipts) on investments held by a commingled fund must be allocated (but not necessarily distributed) among each different source of funds invested in the commingled fund in accordance with a consistently applied, reasonable ratable allocation method. Reasonable ratable allocation methods include, without limitation, methods that allocate payments and receipts in proportion to either (i) the average daily balances of the amounts in the commingled fund from each different source of funds during any consistent time period within its fiscal year, but at least quarterly

(the "Fiscal Period"); or (ii) the average of the beginning and ending balances of the amounts in the commingled fund from each different source of funds for a Fiscal Period that does not exceed one month.

Funds invested in the commingled fund may be allocated directly to expenditures for governmental purposes pursuant to a reasonable consistently applied accounting method. If a ratable allocation method is used to allocate expenditures from the commingled fund, the same ratable allocation method must be used to allocate payments and receipts on investments in the commingled fund.

Generally a commingled fund must treat all its investments as if sold at Fair Market Value either on the last day of the fiscal year or on the last day of each Fiscal Period. The net gains or losses from these deemed sales of investments must be allocated to each different source of funds invested in the commingled fund during the period since the last allocation. This mark-to-market requirement does not apply if (i) the remaining weighted average maturity of all investments held by a commingled fund during a particular fiscal year does not exceed 18 months, and the investments held by the commingled fund during that fiscal year consist exclusively of obligations; or (ii) the commingled fund operated exclusively as a reserve fund, sinking fund or replacement fund for two or more issues of the same issuer. Subject to the Universal Cap limitation, and the principle that amounts are allocable to only one issue at a time as Gross Proceeds, investments held by a commingled fund must be allocated ratably among the issues served by the commingled fund in proportion to either (i) the relative values of the bonds of those issues; (ii) the relative amounts of the remaining maximum annual debt service requirements on the outstanding principal amounts of those issues; or (iii) the relative original stated principal amounts of the outstanding issues.

(f) Universal Cap. Amounts that would otherwise be Gross Proceeds allocable to an issue are allocated (and remain allocated) to the issue only to the extent that the Value of the Nonpurpose Investments allocable to those Gross Proceeds does not exceed the Value of all outstanding bonds of the issue. Nonpurpose Investments allocated to Gross Proceeds in a bona fide debt service fund for an issue are not taken into account in determining the Value of the Nonpurpose Investments, and those Nonpurpose Investments remain allocated to the issue. To the extent that the Value of the Nonpurpose Investments allocable to the Gross Proceeds of an issue exceed the Value of all outstanding bonds of that issue, an issuer should seek the advice of Bond Counsel for the procedures necessary to comply with the Universal Cap.

(g) Expenditure for Working Capital Purposes. Subject to certain exceptions, the Proceeds of an issue may only be allocated to "working capital expenditures" as of any date to the extent that those expenditures exceed "available amounts" as of that date (i.e., "proceeds-spent-last").

For purposes of this section, "working capital expenditures" include all expenditures other than "capital expenditures." "Capital expenditures" are costs of a type properly chargeable (or chargeable upon proper election) to a capital account under general federal income tax principles. Such costs include, for example, costs incurred to acquire, construct or improve land, buildings and equipment having a reasonably expected useful life in excess of one year. Thus, working capital expenditures include, among other things, expenditures for current operating expenses and debt service.

For purposes of this section, "available amount" means any amount that is available to an issuer for working capital expenditure purposes of the type financed by the issue. Available amount excludes Proceeds of the issue but includes cash, investments and other amounts held in accounts or otherwise by an issuer for working capital expenditures of the type being financed by the issue without legislative or judicial action and without a legislative, judicial or contractual requirement that those amounts be reimbursed. Notwithstanding the preceding sentence, a "reasonable working capital reserve" is treated as unavailable. A working capital reserve is reasonable if it does not exceed five percent of the actual working capital expenditures of an issuer in the fiscal year before the year in which the determination of available amounts is made. For purpose of the preceding sentence only, in determining the working capital expenditures of an issuer for a prior fiscal year, any expenditures (whether capital or working capital expenditures) that are paid out of current revenues may be treated as working capital expenditures.

The proceeds-spent-last requirement does not apply to expenditures to pay (i) any Qualified Administrative Costs; (ii) fees for qualified guarantees of the issue or payments for a qualified hedge for the issue; (iii) interest on the issue for a period commencing on the Issue Date and ending on the date that is the later of three years from the Issue Date or one year after the date on which the financed project is placed in service; (iv) the United States for yield reduction payments (including rebate payments) or penalties for the failure to meet the spend down requirements associated with certain spending exceptions to the rebate requirement; (v) costs, other than those described in (i) through (iv) above, that do not exceed five percent of the Sale Proceeds of an issue and that are directly related to capital expenditures financed by the issue (e.g., initial operating expenses for a new capital project); (vi) principal or interest on an issue paid from unexpected excess sale or Investment Proceeds; (vii) principal or interest on an issue paid from investment earnings on a reserve or replacement fund that are deposited in a bona fide debt service fund; and (viii) principal, interest or redemption premium on a prior issue and, for a crossover refunding issue, interest on that issue. Notwithstanding the preceding paragraph, the exceptions described above do not apply if the allocation merely substitutes Gross Proceeds for other amounts that would have been used to make those expenditures in a manner that gives rise to Replacement Proceeds.

EXHIBIT D

FORM OF CERTIFICATE PURCHASE CONTRACT

CERTIFICATE PURCHASE CONTRACT

$_____
CERTIFICATES OF PARTICIPATION
(The School Board of Manatee County, Florida Master Lease Program), Series 2023A
Evidencing an Undivided Proportionate Interest of
Owners thereof in Basic Rent Payments to be made under a Master
Lease-Purchase Agreement by The School Board of Manatee County, Florida

May __, 2023

The School Board of Manatee County, Florida
Bradenton, Florida

Manatee School Board Leasing Corporation
Bradenton, Florida

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc., as senior manager (the "Representative"), on behalf of itself and PNC Capital Markets LLC (collectively, the "Underwriters") offers to enter into this Certificate Purchase Contract (the "Purchase Contract") with The School Board of Manatee County, Florida (the "School Board"), as the governing body of the School District of Manatee County, Florida (the "District"), and the Manatee School Board Leasing Corporation (the "Corporation"), which, upon acceptance of this offer by the School Board and the Corporation, will be binding upon the School Board and the Corporation and upon the Underwriters. This offer is made subject to written acceptance hereof by the School Board and the Corporation at or before 11:59 p.m., Eastern Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the School Board and the Corporation at any time prior to the acceptance hereof by the School Board and the Corporation. The parties hereto agree and acknowledge that the obligations of the Corporation and the School Board hereunder do not constitute a general obligation of the Corporation or the School Board. Capitalized terms not otherwise defined herein shall have the meanings given them in the Trust Agreement (defined below).

1. Purchase and Sale. Upon the terms and conditions and in reliance upon the representations, covenants and agreements set forth herein, the Underwriters hereby agree to purchase, and the School Board agrees to sell, and to cause U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee") to deliver, to the Underwriters, all (but not less than all) of the aggregate principal amount of the $_____ Certificates of Participation, Series 2023A (the "Certificates"). The Certificates shall be dated their date of delivery.

The Certificates are being purchased by the Underwriters, at an aggregate purchase price of $_____ (which price represents the $_____ principal amount of the Certificates, [plus/minus] an original issue [net/premium/discount] of $_____and minus an underwriting discount of $_____).

[_____ (the "Insurer") will concurrently with the issuance of the Certificates, issue a municipal bond insurance policy guaranteeing the scheduled payment of the principal portion and the interest portion of the Basic Rent Payments represented by the Certificates when due (the "Policy").]

The Certificates are being issued for the principal purpose of providing funds sufficient to (a) finance a portion of the cost of acquisition, construction and installation and/or equipping of the Series 2023A Project and (b) pay certain costs associated with the issuance of the Certificates [, including the premium for the Policy].

The Certificates are being executed and delivered pursuant to the Master Trust Agreement, dated as of June 1, 1996 (the "Master Trust Agreement"), among the School Board, the Corporation and U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), as amended and supplemented, particularly as supplemented by a Series 2023A Supplemental Trust Agreement, dated as of [Month] 1, 2023 (the "Series 2023A Supplemental Trust Agreement", and together with the Master Trust Agreement, the "Trust Agreement"), among the Corporation, the School Board and the Trustee.

The Certificates shall mature at the times and in the amounts and bear interest at the rates set forth in Appendix A hereto and shall be subject to prepayment at the times and at the prices set forth in Appendix B hereto. The information required by Section 218.385(6), Florida Statutes, to be provided by the Underwriters is set forth in Appendix C hereto. Further, in order to assist the School Board in complying with Section 218.385(2) and (3), Florida Statutes, the Underwriters are providing the School Board and the Corporation with a completed truth-in-bonding statement, the form of which is attached to Appendix C as Schedule 1.

The School Board has entered into a Master Lease-Purchase Agreement, dated as of June 1, 1996, as amended and supplemented (the "Master Lease"), between the Corporation, as lessor, and the School Board, as lessee, for the purpose of providing for the lease-purchase financing and refinancing from time to time of certain educational facilities, sites and equipment (collectively, the "Projects"). The Projects to be leased from time to time are identified on separate schedules (each a "Schedule") attached to the Master Lease. Upon execution and delivery thereof, each Schedule, together with the provisions of the Master Lease, will constitute a separate lease agreement (individually a "Lease" and collectively the "Leases").

In accordance with the applicable provisions of Florida law, including particularly Chapters 1000-1013, Florida Statutes, and pursuant to a resolution duly and lawfully adopted by the School Board on February 28, 2023 (the "Resolution") and a resolution duly and lawfully

adopted by the Corporation on February 28, 2023 (the "Corporation Resolution"), the School Board and the Corporation have authorized the execution and delivery of Schedule No. 2023A, dated as of [Month] 1, 2023 ("Schedule No. 2023A"), and together with the Master Lease, the "Series 2023A Lease"), providing for the lease-purchase financing of certain educational facilities, sites and equipment by the School Board, as further described in Schedule No. 2023A (the "Series 2023A Project"). Pursuant to the Assignment of Lease Agreement, dated as of June 1, 1996, as amended (the "Assignment of Lease Agreement"), and as particularly amended by the Thirteenth Amendment to Assignment of Lease Agreement, dated as of [Month] 1, 2023 (together with the Assignment of Lease Agreement, the "Series 2023A Assignment"), the Corporation will irrevocably assign by outright and absolute assignment to the Trustee for the benefit of the registered owners of the Certificates substantially all of the Corporation's right, title and interest in and to the Series 2023A Lease including its right to receive Basic Rent Payments and all other amounts due under the Series 2023A Lease.

Pursuant to the Series 2023A Ground Lease Agreement, dated as of [Month] 1, 2023 (the "Series 2023A Ground Lease"), between the School Board and the Corporation, the School Board will lease the sites on which certain components of the Series 2023A Project are located (collectively, the "Premises") to the Corporation. Pursuant to the Assignment of Ground Lease, dated as of [Month] 1, 2023 (the "Series 2023A Ground Lease Assignment"), between the Corporation and the Trustee, the Corporation will irrevocably assign by outright and absolute assignment to the Trustee for the benefit of the registered owners of the Certificates substantially all of the Corporation's right, title and interest in and to the Series 2023A Ground Lease.

The Series 2023A Assignment and the Series 2023A Ground Lease Assignment are referred to collectively herein as the "Assignment Agreements".

In accordance with a Disclosure Dissemination Agent Agreement, dated [Month] __, 2023 (the "Disclosure Agreement"), between the School Board and Digital Assurance Certification, L.L.C. (the "Dissemination Agent"), the School Board has agreed to provide certain continuing disclosure information in accordance with the SEC Rule (as defined in Section 2(a) below).

2. Delivery of Offering Statement and Other Documents.

(a) Prior to the date hereof, the School Board has prepared for use in connection with the public sale and distribution of the Certificates, and provided to the Underwriters for their review, the Preliminary Offering Statement dated [Month] __, 2023 (including the cover page, inside cover page and appendices contained therein, the "Preliminary Offering Statement"). The School Board deems the Preliminary Offering Statement final as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "SEC Rule"), except for certain permitted omissions in connection with the pricing of the Certificates. The Underwriters have reviewed such Preliminary Offering Statement prior to the execution of this Purchase Contract.

(b) As soon as practicable after the date hereof, and, in any event within seven (7) business days of the date hereof (or within such shorter period as may be reasonably requested by the Underwriters in order to accompany any confirmation that requests payment from any customer to comply with Rule G-32 of the Municipal Securities Rulemaking Board) the School Board shall, so as to enable the Underwriters to comply with the provisions of the SEC Rule, deliver to the Underwriters a sufficient number of copies of a final Offering Statement, dated the date hereof (including the cover page, inside cover page and appendices contained therein, the "Offering Statement"), together with all supplements and amendments thereto, substantially in the form of the Preliminary Offering Statement, with only such changes therein as shall have been accepted by the Underwriters, executed on behalf of the School Board by the Chairman.

(c) The Representative shall give notice to the School Board on the date, but in no event later than 90 days after the Closing, after which no participating underwriter, as such term is defined in the SEC Rule, remains obligated to deliver Offering Statements pursuant to paragraph (b)(4) of the SEC Rule.

(d) At or prior to the Closing (as defined herein), the Representative shall file, or cause to be filed, the Offering Statement with the Municipal Securities Rulemaking Board. Unless otherwise provided in writing by the Representative to the School Board on the Date of Closing (as defined herein) that the Representative retains directly, or as a member of an underwriting syndicate, an unsold balance of the Certificates, the end of the underwriting period (as defined herein) shall be the Date of Closing, but in no event later than 90 days after the Closing.

(e) At Closing, the School Board shall deliver, or cause to be delivered to the Underwriters a copy of the Resolution, certified to by its Secretary, substantially in the form heretofore delivered to the Underwriters, with only such changes therein as agreed upon by the Representative.

(f) The School Board and the Corporation hereby authorize the Underwriters to use the forms or copies of (i) the Resolution, (ii) the Corporation Resolution, (iii) the Trust Agreement, (iv) the Series 2023A Lease, (v) the Assignment Agreements, (vi) the Series 2023A Ground Lease, (vii) the Disclosure Agreement, and (viii) the Offering Statement and the information contained therein in connection with the public offering and sale of the Certificates and ratify and confirm their authorization of the distribution and use by the Underwriters prior to the date hereof of the Preliminary Offering Statement in connection with such public offering and sale.

3. Representation of the Underwriters as to Authority. The Representative is duly authorized to execute this Purchase Contract on behalf of the Underwriters and has been duly authorized to act hereunder in connection with the issuance of the Certificates.

4. Public Offering; Establishment of Issue Price; Underwriters not Acting as Agents or Fiduciaries. (a) The Underwriters agree, jointly and severally, to make a bona fide offering of substantially all of the Certificates to the public at initial public offering prices not greater than

(or yields not less than) the initial public offering prices (or yields) set forth on Appendix A hereto; provided, however, the Underwriters reserve the right to make concessions to certain dealers, certain dealer banks and banks acting as agents and to change such initial public offering prices as the Underwriters deem necessary or desirable in connection with the marketing of the Certificates.

(b) The Representative, on behalf of the Underwriters, agrees to assist the School Board in establishing the issue price of the Certificates and shall execute and deliver to the School Board at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix D, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the School Board and Special Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Certificates.

(c) [Except for the maturities set forth in Schedule A to Appendix D as Hold-the-Offering-Price Maturities,] The School Board will treat the first price at which 10% of each maturity of the Certificates (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test).

(d) The Representative confirms that the Underwriters have offered the Certificates to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule A to Appendix D attached hereto, except as otherwise set forth therein.

(e) The Underwriters acknowledge that sales of any Certificates to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this Section 4:

(i) "public" means any person other than an underwriter or a related party;

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the School Board (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the public);

(iii) a purchaser of any of the Certificates is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both

entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Contract by all parties.

(f) The School Board and the Corporation acknowledge and agree that (i) the purchase and sale of the Certificates pursuant to this Purchase Contract is an arm's-length commercial transaction between the School Board, the Corporation and the Underwriters; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as municipal advisors, financial advisors, agents or fiduciaries of the School Board or the Corporation; (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the School Board or the Corporation with respect to the offering of the Certificates or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters, or any affiliate of the Underwriters, has provided other services or is currently providing other services to the School Board or the Corporation on other matters) and the Underwriters have no obligation to the School Board or the Corporation with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract; (iv) the Underwriters have financial and other interests that differ from those of the School Board and the Corporation; and (v) the School Board and the Corporation have consulted with their own legal, financial and other advisors to the extent they have deemed appropriate in connection with the offering of the Certificates.

5. Good Faith Deposit. In connection with the execution of this Purchase Contract, the Representative shall deliver to the School Board a wire transfer credited to the order of the School Board in immediately available federal funds (the "Good Faith Deposit"), in the sum of $_____ (calculated as 1% of the estimated principal amount of the Certificates as reflected in the Preliminary Offering Statement), which is being delivered to the School Board on account of the purchase price and as security for the performance by the Underwriters of their obligation to accept and to pay for the Certificates. In the event that the School Board does not accept this offer in a timely manner, the Good Faith Deposit shall be immediately returned to the Representative by wire transfer credited to the order of the Representative, in the amount of the Good Faith Deposit. In the event the Closing takes place, the amount of the Good Faith Deposit shall be credited against the purchase price pursuant to Section 7 hereof. In the event of the School Board's failure to deliver the Certificates at the Closing, or if the School Board shall be unable at or prior to the Closing to satisfy the conditions to the obligations of the Underwriters contained in this Purchase Contract (unless such conditions are waived by the Representative), or if the obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Contract, the School Board shall immediately wire to the Representative in federal

funds the sum of the Good Faith Deposit and such return shall constitute a full release and discharge of all claims by the Underwriters against the School Board arising out of the transactions contemplated hereby. In the event that the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the Certificates at the Closing as herein provided, the amount of the Good Faith Deposit shall be retained by the School Board and such retention shall represent full liquidated damages and not a penalty for such failure and for any defaults hereunder on the part of the Underwriters, and such use shall constitute a full release and discharge of all claims, rights and damages of the School Board against the Underwriters arising out of the transactions contemplated hereby Accordingly, the Underwriters hereby waive any right to claim that the School Board's actual damages are less than the amount of the Good Faith Deposit, and the School Board's acceptance of this offer shall constitute a waiver of any right it may have to additional damages from the Underwriters.

6. Representations and Agreements.

(a) By its acceptance hereof, the School Board represents to and agrees with the Underwriters that, as of the date hereof:

(i) The School Board is duly and validly existing as a body corporate and politic pursuant to Article IX, Section 4(a) of the Florida Constitution and the laws of the State of Florida (particularly, Chapter 1001, Florida Statutes) and is the governing body of the District.

(ii) The School Board has full legal right, power and authority to cause the Certificates to be issued, sold and delivered to the Underwriters as described herein; to lease-purchase the Series 2023A Project; to adopt the Resolution; and to execute, deliver and perform its obligations, as the case may be, under this Purchase Contract, the Series 2023A Ground Lease, the Disclosure Agreement, and the Series 2023A Lease (collectively, the "School Board Documents"); by all necessary official action of the School Board taken prior to the acceptance hereof, the Resolution has been duly adopted in accordance with the Constitution of Florida and the laws of the State of Florida; the Resolution is in full force and effect and has not been amended, modified or repealed; the School Board Documents, when executed by the School Board will each be duly authorized and delivered and will constitute the legal, valid and binding special obligations of the School Board enforceable in accordance with their respective terms, except as the enforcement thereof may be affected by bankruptcy, insolvency, or other laws affecting the rights of creditors or tenants generally or the application by a court of equitable principles; the School Board has duly authorized and approved the execution of, and the performance by the School Board of its obligations contained in the School Board Documents and the consummation by it of all other transactions contemplated by the Resolution, each of the School Board Documents and the Offering Statement to have been performed or consummated at or prior to the Date of Closing.

(iii) The execution and delivery of the School Board Documents, the issuance by the Trustee of the Certificates and the adoption of the Resolution, and compliance with the special obligations on the School Board's part contained herein and therein, will not conflict with or constitute a material breach of or material default under any federal or Florida constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the School Board is a party or to which the School Board or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption, implementation or compliance result in the creation or imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or other assets of the School Board under the terms of any such provision, law, regulation, document or instrument, except as provided or permitted by the Certificates and the School Board Documents.

(iv) All approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the School Board of its obligations under the Resolution and the School Board Documents have been, or prior to the Closing will have been, duly obtained; provided, however, that this representation does not apply to such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Certificates.

(v) The information contained in the Preliminary Offering Statement and the Offering Statement pertaining to the School Board, the District, the Series 2023A Project, the Premises, the Certificates, the Resolution and the School Board Documents was and is true and correct in all material respects and did not, and does not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(vi) Except as described in the Preliminary Offering Statement or the Offering Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, governmental agency or public board or body, pending or, to the best knowledge of the School Board, threatened:

(A) Which may affect the existence of the School Board or the titles or rights of its officers to their respective offices;

(B) Which may affect or which seeks to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates, or the collection or payment of the Basic Rent Payments or assignment thereof to make payments on the Certificates and to make other payments under the Series 2023A Lease;

(C) Which in any way contests or affects the validity or enforceability of the Certificates, the Resolution, the Trust Agreement, the Assignment Agreements, the School Board Documents or any of them;

(D) Which could cause the interest portion of the Basic Rent Payments represented by the Certificates to be included in the gross income of the holders of the Certificates for the purposes of federal income taxation;

(E) Which contests in any way the completeness or accuracy of the Preliminary Offering Statement or the Offering Statement or which contests the powers of the School Board or any authority or proceedings for the issuance, sale or delivery of the Certificates, or the due adoption of the Resolution or the execution and delivery of the School Board Documents or any of them or the lease-purchase of the Series 2023A Project in accordance with the terms thereof; or

(F) Which could materially adversely affect the financial condition of the School Board;

nor, to the best knowledge of the School Board, is there any basis therefor wherein an unfavorable decision, ruling or finding could materially adversely affect the validity or enforceability of the Certificates, the Resolution, the Trust Agreement, the Assignment Agreements, the School Board Documents or any of them. The School Board shall advise the Representative promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Offering Statement or the Offering Statement in connection with the offering, sale or distribution of the Certificates.

(vii) The School Board will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriters as the Underwriters may reasonably request in order (A) to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate, and (B) to determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Certificates; provided that the School Board shall not be obligated to pay any fee, qualify to do business or to take any action that would subject it to general service of process in any state where it is not now so subject.

(viii) If, after the date of this Purchase Contract and until the earlier of (A) ninety (90) days from the end of the "underwriting period" (as defined in the SEC Rule) or (B) the time when the Offering Statement is available to any person from the Municipal Securities Rulemaking Board, but in no case less than twenty-five (25) days following the end of the underwriting period, the School Board becomes aware that any event shall have

occurred which might or would cause the Offering Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the School Board shall notify the Representative thereof, and, if in the reasonable opinion of the School Board and the Representative such event requires the preparation and publication of a supplement or amendment to the Offering Statement, the School Board will at its own expense forthwith prepare and furnish to the Underwriters a sufficient number of copies of an amendment of or supplement to the Offering Statement (in form and substance satisfactory to the Representative and its Counsel) which will supplement or amend the Offering Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at such time, not misleading.

(ix) The School Board covenants to comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code") in order to maintain the exclusion from gross income for purposes of federal income taxation of the interest portion of the Basic Rent Payments received by the owners of the Certificates, subject to the right of the School Board to non-appropriate funds in accordance with the provisions of the Leases. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Certificates and other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The School Board does not have any material unfunded rebate obligations with respect to any Certificates of Participation previously issued under the Master Trust.

(x) The School Board has not, since December 31, 1975 been in default in the payment of principal of, premium, if any, or interest on, or otherwise been in default with respect to, any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

(xi) The School Board shall comply with all of the continuing disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission and shall comply with the commitments set forth in the Disclosure Agreement.

(xii) The School Board will apply the proceeds of the Certificates in accordance with the Trust Agreement and as described in the Offering Statement.

(xiii) Neither the School Board nor anyone authorized to act on its behalf, directly or indirectly, has offered the Certificates for sale to, or solicited any offer to buy, the Certificates from anyone other than the Underwriters.

(xiv) Prior to the execution of this Purchase Contract, the School Board delivered to the Underwriters copies of the Preliminary Offering Statement which the School Board deemed final for purposes of the SEC Rule as of the date of the Preliminary Offering Statement, except for the omission of no more than the following information: the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, ratings, prepayment provisions and certain other terms of the Certificates as permitted by the SEC Rule.

(xv) If the Offering Statement is supplemented or amended pursuant to Section 2 of this Purchase Contract, or otherwise by the School Board, at the time of each supplement or amendment to the Offering Statement and (unless subsequently again supplemented or amended pursuant to Section 2 of this Purchase Contract) at all times prior to the end of the underwriting period, the Offering Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

(xvi) Other than as disclosed in the Preliminary Offering Statement, the School Board has complied in all material respects with any and all continuing disclosure commitments heretofore made by the School Board for the past five Fiscal Years.

(xvii) The Resolution, the Certificates, the Trust Agreement, and the School Board Documents conform in all material respects to the descriptions thereof contained in the Preliminary Offering Statement and the Offering Statement.

(xviii) The financial statements of the School Board as of June 30, 2022 fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the School Board as of the dates and for the periods therein set forth. Except as disclosed in the Preliminary Offering Statement and the Offering Statement, there has not been any materially adverse change in the financial condition of the School Board or in its operations since June 30, 2022 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(xix) Any certificates executed by any officer of the School Board and delivered to the Underwriters pursuant hereto or in connection herewith shall be deemed a representation and warranty of the School Board as to the accuracy of the statements therein made.

(b) By its acceptance hereof, the Corporation represents to and agrees with the Underwriters that, as of the date hereof:

(i) The Corporation is a not-for-profit corporation duly organized, incorporated, validly existing, and in good standing under the laws of the State of Florida (particularly, Chapter 617, Florida Statutes).

(ii) The Corporation has full legal right, power and authority to adopt the Corporation Resolution, to execute, deliver and perform its obligations, as the case may be, under this Purchase Contract, the Trust Agreement, the Series 2023A Lease, the Series 2023A Ground Lease, and the Assignment Agreements (collectively, the "Corporation Documents"); by all necessary official action of the Board of Directors of the Corporation taken prior to the acceptance hereof, the Corporation Resolution has been duly adopted in accordance with the laws of the State and the Corporation's Articles of Incorporation and Bylaws; the Corporation Resolution is in full force and effect and has not been amended, modified or repealed; the Corporation Documents have been duly authorized, and when executed and delivered by the Corporation will constitute the legal, valid and binding obligations of the Corporation enforceable in accordance with their respective terms, except as the enforcement thereof may be affected by bankruptcy, insolvency, or other laws affecting the rights of creditors or tenants generally or the application by a court of equitable principles; the Corporation has duly authorized and approved the execution of, and the performance by the Corporation of its obligations contained in the Corporation Documents and the consummation by it of all other transactions contemplated by each of the Corporation Documents and the Offering Statement to have been performed or consummated at or prior to the Date of Closing.

(iii) The execution and delivery of the Certificates and the Corporation Documents, and compliance with the obligations on the Corporation's part contained herein and therein, will not conflict with or constitute a material breach of or material default under any federal or Florida constitutional provisions, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Corporation is a party or to which the Corporation or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption, implementation or compliance result in the creation or imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or other assets of the Corporation under the terms of any such provision, law, regulation, document or instrument, except as provided or permitted by the Certificates and the Corporation Documents.

(iv) All approvals, consents and orders of any governmental authority, legislative body, board, district, agency or commission having jurisdiction which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Corporation of its obligations under the Corporation Documents have been, or prior to the Closing will have been, duly obtained; provided, however, that this representation does not apply to such approvals, consents and orders

as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Certificates.

(v) The information contained in the Preliminary Offering Statement and the Offering Statement pertaining to the Corporation and the Corporation Documents, was and is true and correct in all material respects did not, and does not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(vi) Except as described in the Preliminary Offering Statement or the Offering Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, governmental agency or public board or other body, pending or, to the best knowledge of the Corporation, threatened:

(A) Which may affect the existence of the Corporation or the titles or rights of its officers to their respective offices;

(B) Which may affect or which seeks to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates, or the collection or payment of the Basic Rent Payments or assignment thereof to make payments on the Certificates and to make other payments under the Series 2023A Lease;

(C) Which in any way contests or affects the validity or enforceability of the Certificates, the Corporation Resolution, the Corporation Documents or any of them;

(D) Which could cause the interest portion of the Basic Rent Payments represented by the Certificates to be included in the gross income of the holders of the Certificates for the purposes of federal income taxation;

(E) Which contests in any way the completeness or accuracy of the Preliminary Offering Statement or the Offering Statement or which contests the powers of the Corporation or any authority or proceedings for the issuance, sale or delivery of the Certificates, or the due execution and delivery of the Corporation Documents or any of them;

nor, to the best knowledge of the Corporation, is there any basis therefor, wherein an unfavorable decision, ruling or finding could materially adversely affect the validity or enforceability of the Certificates, the Corporation Documents or any of them.

(vii) The Corporation will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriters as the Underwriters may reasonably request in order to qualify the Certificates for offer

and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate, and to determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Certificates; provided that the Corporation shall not be obligated to pay any fee, qualify to do business or to take any action that would subject it to general service of process in any state where it is not now so subject.

(viii) If, after the date of this Purchase Contract and until the earlier of (A) ninety (90) days from the end of the "underwriting period" (as defined in the SEC Rule) or (B) the time when the Offering Statement is available to any person from the Municipal Securities Rulemaking Board, but in no case less than twenty-five (25) days following the end of the underwriting period, the Corporation becomes aware that any event shall have occurred which would or might cause the information contained in the Offering Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Corporation shall notify the Representative thereof, and if in the reasonable opinion of the Corporation or the Representative such event requires the preparation and publication of a supplement or amendment to the Offering Statement, the Corporation shall cooperate with the Representative in supplementing or amending the Offering Statement, in such form and manner and at such time or times as may be reasonably called for by the Underwriters.

(ix) The Corporation shall cause the Trustee to execute and deliver the Certificates when ready for delivery.

7. The Closing. At 12:00 p.m., Eastern Time, on [Month] __, 2023 (such date herein called the "Date of Closing"), or at such later time or on such later date as may be mutually agreed upon by the School Board, the Corporation, the Trustee and the Underwriters, the School Board shall cause the Trustee, subject to the terms and conditions hereof, to deliver the Certificates to the account of the Underwriters in definitive form (all Certificates to bear proper CUSIP numbers), duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriters shall accept such delivery and pay the purchase price of the Certificates as set forth in Section 1 hereof, less the Good Faith Deposit, in federal funds to the order of the Trustee (such delivery of and payment for the Certificates herein called the "Closing"). The Closing shall occur at the offices of the School Board in Bradenton, Florida, or such other place as shall have been mutually agreed upon by the School Board, the Corporation, the Trustee and the Underwriters. The Certificates shall be prepared and delivered as fully registered certificates in the definitive form of one fully registered Certificate for each stated maturity of the Certificates and in the name in which The Depository Trust Company requests that the Certificates be registered and will be made available for inspection and checking by the Underwriters not later than 10:00 a.m. Eastern Time, on the

business day prior to the Date of Closing. It is the intent of the parties hereto that the Certificates will be issued and delivered through the "FAST" closing procedure of The Depository Trust Company for credit to the accounts designated by the Underwriters and the Certificates shall be delivered to the Trustee or as otherwise may be agreed to by the School Board and the Underwriters.

8. Closing Conditions. The Underwriters are entering into this Purchase Contract in reliance upon the representations and agreements of the School Board and the Corporation contained herein, and in reliance upon the representations and agreements to be contained in the documents and instruments to be delivered at the Closing, and upon the performance of the covenants and agreements herein, as of the date hereof and as of the Date of Closing. Accordingly, the Underwriters' obligation under this Purchase Contract to purchase, to accept delivery of and to pay for the Certificates shall be conditioned upon the performance of the covenants and agreements to be performed hereunder and under such other documents and instruments to be delivered at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The representations of the School Board and the Corporation contained herein shall be true, complete and correct on the date hereof and on and as of the Date of Closing, as if made on the Date of Closing, and a certificate to that effect shall be delivered to the Underwriters by the School Board and the Corporation at Closing.

(b) At the date of execution hereof and at the Closing, the Resolution and the Corporation Resolution shall each be in full force and effect, and shall not have been amended, modified or supplemented, except to the extent to which the Representative shall have given its prior written consent and there shall have been taken in connection therewith and in connection with the issuance of the Certificates all such action as, in the opinions of Nabors, Giblin & Nickerson, P.A., Special Counsel, and Greenberg Traurig, P.A., Counsel for the Underwriters, shall be necessary and appropriate in connection with the transactions contemplated hereby.

(c) At the Closing there will be no pending or threatened litigation or proceeding of any nature seeking to restrain or enjoin the issuance, sale or delivery of the Certificates, or the collection or application of the Basic Rent Payments to make payments on the Certificates or in any way contesting or affecting the validity or enforceability of the Certificates, the Resolution, the Corporation Resolution, the School Board Documents or the Corporation Documents or contesting in any way the proceedings of the School Board, the Corporation or the Trustee taken with respect thereto, or contesting in any way the due existence or powers of the School Board, the Corporation or the Trustee or the title of any of the members or officials of the School Board, the Corporation or the Trustee to their respective offices and the Underwriters will receive the certificates of the School Board, the Corporation and the Trustee to the foregoing effect, or opinions of Counsel to the School Board, the Corporation and the Trustee that any such litigation is without merit.

(d) There shall have been no material adverse change in the financial condition of the School Board since June 30, 2022.

(e) At the Closing, the Underwriters shall receive the following documents, each dated as of the Date of Closing:

(i) The opinion of Special Counsel, dated the Date of Closing, in substantially the form attached to the Offering Statement as Appendix G;

(ii) A supplemental opinion of Special Counsel, addressed to the Underwriters, [the Insurer,] the Corporation and the Trustee (except for the opinions required by Section 8(e)(ii)(2) and (6) hereof which may be addressed solely to the Underwriters), substantially to the effect that (A) the Underwriters, the Corporation and the Trustee may rely upon the opinions referred to in Section 8(e)(i) hereof as though addressed to them; (B) prior to termination of the Series 2023A Lease, the Certificates are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; (C) the School Board is a body corporate and politic and the governing body of the District duly organized and existing under the Constitution and laws of the State of Florida with full power and authority to adopt the Resolution, to lease-purchase the Series 2023A Project and enter into this Purchase Contract, the Series 2023A Lease, the Series 2023A Ground Lease, and the Disclosure Agreement; (D) the Trust Agreement and the Series 2023A Assignment Agreement will create a valid and enforceable pledge and an assignment of the Corporation's rights in and to the Series 2023A Lease (except for certain rights to indemnification and to receive notices and fees) and the money and securities held by the Trustee in the funds and accounts established under the Trust Agreement, in favor of the Trustee for the benefit of the holders of the Certificates; (E) the School Board has authorized the distribution of the Preliminary Offering Statement and has authorized, executed and delivered the Offering Statement and the distribution thereof, and (F) with respect to information in the Offering Statement and based upon said firms review of the Offering Statement as Special Counsel, and without having undertaken to determine independently the accuracy and completeness of the contents of the Offering Statement, the information in the Offering Statement under the headings (unless otherwise noted, the term "headings" includes all subheadings under a heading) entitled "INTRODUCTION," (excluding the information regarding projects, lease terms and principal amounts of outstanding certificates of participation with respect to other leases under the Master Lease, as to all of which no opinion need be expressed) "AUTHORIZATION," "DESCRIPTION OF THE SERIES 2023A CERTIFICATES," "SECURITY FOR THE SERIES 2023A CERTIFICATES," "THE MASTER LEASE-PURCHASE PROGRAM," "THE SERIES 2023A LEASE AGREEMENT" (excluding any financial, statistical and demographic information and information regarding [the Insurer and its Policy] and The Depository Trust Company or its book-entry only system of registration, as to all of which no opinion is expressed) insofar as the same purport to

describe the Certificates, the School Board Documents and the Assignment Agreements, constitute a fair summary of the information purported to be summarized therein. The statements in the Offering Statement on the cover relating to our opinion and under the caption "TAX MATTERS" are accurate statements or summaries of the matters therein set forth.

(iii) The opinion(s) of Dye, Harrison, Kirkland, Petruff, Pratt & St. Paul, PLLC, Counsel to the School Board and the Corporation, addressed to the Underwriters, the School Board, the Corporation, Special Counsel and the Trustee, substantially to the effect that: (1) the School Board is a body corporate and politic and the governing body of the District, duly organized and existing under the Constitution and laws of the State of Florida with full power and authority to adopt the Resolution and to lease purchase the Series 2023A Project and execute, deliver and perform its objectives, as the case may be, under the School Board Documents; (2) the School Board Documents have been duly authorized, executed and delivered by the School Board and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the School Board enforceable in accordance with their terms except to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency or other laws affecting creditors' or tenants' rights generally and the application of equitable principles; (3) the School Board has authorized, executed and delivered the Offering Statement and has duly authorized the distribution of the Preliminary Offering Statement and the Offering Statement; (4) the information in the Offering Statement as to legal matters relating to the School Board, the District, the Certificates, and the School Board Documents does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein in the light of the circumstances under which they were made, not misleading (except for the financial, statistical and demographic information contained in the Offering Statement, and information relating to regarding [the Insurer and its Policy and] DTC and its book entry only system of registration as to all of which no view need be expressed); (5) to the best of their knowledge, after due inquiry, the School Board is not in material breach of or material default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States or any applicable judgment or decree or any agreement, loan agreement, indenture, bond, note, material resolution, material agreement or other material instrument to which the School Board is a party or to which the School Board or any of its property or assets is otherwise subject, and no event has occurred and is continuing that with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; (6) the execution and delivery of School Board Documents and the adoption of the Resolution and compliance with the provisions on the School Board's part contained herein or therein, will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument

to which the School Board is a party or to which the School Board or any of its property or assets is otherwise subject, and any such execution, delivery, adoption or compliance will not result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the School Board under the terms of any such law, regulation or instrument, except as expressly provided by the Certificates and the School Board Documents; (7) the Resolution has been duly and lawfully adopted by the School Board, is in full force and effect and has not been altered, amended or repealed; (8) except as otherwise disclosed in the Offering Statement under the caption "LITIGATION," there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, government agency, public board or body, pending or, to the best of their knowledge, after due inquiry, threatened against or affecting the School Board, nor is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would have a materially adverse effect upon the transactions contemplated by the Offering Statement or the validity of the Certificates, the Resolution, or the School Board Documents; (9) all authorizations, consents, approvals and reviews of governmental bodies or regulatory authorities then required for the School Board's adoption, execution or performance of its obligations under the Resolution, and the School Board Documents have been obtained or effected, and they have no reason to believe that the School Board will be unable to obtain or effect any such additional authorization, consent, approval or review that may be required in the future for performance of any of them by the School Board; (10) there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, government agency, public board or body, pending or, to the best of their knowledge, after due inquiry, threatened against or affecting the Corporation, nor is there is any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would have a materially adverse effect upon the transactions contemplated by the Offering Statement or the validity of the Certificates, the School Board Documents or the Assignment Agreements; (11) the Corporation is a not-for-profit corporation duly incorporated and organized, validly existing and in good standing, under the laws of the State of Florida; (12) the Corporation Resolution has been duly and lawfully adopted by the Corporation, is in full force and effect and has not been altered, amended or repealed; (13) the Corporation Documents have each been duly authorized, executed and delivered by the Corporation and, assuming due authorization, execution and delivery by the other parties hereto and thereto, each constitutes a legal, valid, and binding agreement of the Corporation enforceable in accordance with its terms except to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and the application of equitable principles; (14) the information in the Offering Statement relating to the Corporation does not contain any untrue statement of a material fact or omit a material fact with respect to the Corporation necessary to make the statements therein in the light of the circumstances under which they were made, not misleading (except for the financial, statistical and demographic information contained in the

Offering Statement, and information relating to DTC and its book entry only system of registration as to all of which no view need be expressed); (15) the adoption of the Corporation Resolution and the execution and delivery of the Corporation Documents and compliance with the provisions on the Corporation's part contained herein or therein, will not conflict with or constitute a material breach of or default under any agreement or other instrument to which the Corporation is a party or to which the Corporation or any of its property or assets is otherwise subject; and (16) all authorizations, consents, approvals and reviews of governmental bodies or regulatory authorities then required for the Corporation's adoption, execution or performance of its obligations under the Corporation Resolution and the Corporation Documents have been obtained or effected and, they have no reason to believe that the Corporation will be unable to obtain or effect any such additional authorization, consent, approval or review that may be required in the future for performance of any of them by the Corporation.

(iv) A certificate, dated the Date of Closing, signed by the Chairman of the School Board and the Superintendent of the District or other appropriate officials satisfactory to the Representative, to the effect that, to the best knowledge of each of them: (A) the representations of the School Board contained herein are true and correct in all material respects as of the Date of Closing; (B) the School Board has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied under the Resolution and the School Board Documents as of the Date of Closing; (C) except as disclosed in the Offering Statement, there is no litigation of which either of them have notice, and to the best knowledge of each of them no litigation is pending or threatened (1) to restrain or enjoin the issuance or delivery of any of the Certificates, (2) in any way contesting or affecting any authority for the issuance of the Certificates or the validity of the Certificates, the Resolution, the Trust Agreement, the Assignment Agreements, or the School Board Documents, (3) in any way contesting the corporate existence or powers of the School Board, (4) to restrain or enjoin the collection of the Basic Rent Payments or the application thereof to make payments on the Certificates and to make other payments under the Series 2023A Lease, (5) which may result in any material adverse change in the business, properties, assets or financial condition of the School Board taken as a whole, or (6) asserting that the Offering Statement contains any untrue statement of a material fact or omits any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; (D) since June 30, 2022, no material adverse change has occurred in the financial position or results of operations of the School Board except as set forth in or contemplated by the Offering Statement, and the School Board has not incurred any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Offering Statement; and (E) the Offering Statement did not as of its date, and does not as of the Date of Closing contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading (provided

that no opinion need be expressed with respect to the information contained therein relating to DTC or its book-entry only system of registration [or the Insurer and its Policy]).

(v) A certificate, dated the Date of Closing, signed by the President of the Corporation or other appropriate officials satisfactory to the Representative, to the effect that, to the best of their knowledge: (A) the representations of the Corporation contained herein are true and correct in all material respects as of the Date of Closing; (B) the Corporation has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied under the Corporation Documents as of the Date of Closing; (C) except as disclosed in the Offering Statement, there is no litigation of which they have notice, and to the best of their knowledge no litigation is pending or threatened (1) to restrain or enjoin the issuance or delivery of any of the Certificates, (2) in any way contesting or affecting any authority for the issuance of the Certificates or the validity of the Certificates, the Corporation Resolution or the Corporation Documents, (3) in any way contesting the corporate existence or powers of the Corporation, (4) to restrain or enjoin the collection or payment of the Basic Rent Payments or assignment thereof, (5) which may result in any material adverse change in the business, properties, assets or financial condition of the Corporation taken as a whole, or (6) asserting that the Offering Statement contains any untrue statement of a material fact or omits any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; and (D) the information contained in the Offering Statement did not as of its date, and does not as of the Date of Closing, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

(vi) An opinion dated the Date of Closing and addressed to the School Board and the Underwriters of counsel to the Trustee, to the effect that:

(A) The Trustee is a national banking association, validly existing and in good standing under the laws of the United States and has authority to execute and deliver and to perform all of its obligations under the Trust Agreement, the Assignment Agreements, and the Certificates.

(B) The execution and delivery of and performances by the Trustee of its obligations under the Trust Agreement, the Assignment Agreements, and the Certificates are within the trust powers of the Trustee.

(C) The Trustee has the legal power and authority to execute and deliver the Certificates and the Certificates have been duly authenticated, executed and delivered in accordance with the Trust Agreement.

(D) The Trust Agreement and the Assignment Agreements have each been duly authorized, executed and delivered by the Trustee, and each constitutes the legal, valid and binding obligation of the Trustee enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, moratorium, insolvency or similar laws affecting the rights of creditors generally and by general principles of equity.

(vii) A certificate dated the Date of Closing, signed by an authorized officer of the Trustee to the effect that: (A) the Trustee is a national banking association duly organized and in good standing under the laws of the United States; (B) the Trustee has full corporate power, authority and legal right to execute and deliver, and perform its obligations under the Trust Agreement, the Assignment Agreements, and the Certificates and has taken any and all actions and has obtained any and all consents and approvals required in connection with the foregoing; (C) the execution, delivery and acceptance of the Trust Agreement, the Assignment Agreements, the Certificates, and all actions necessary or appropriate to carry out and consummate the transactions contemplated hereby and thereby, are within the trust powers of the Trustee; (D) to the best of its knowledge after due inquiry, the execution and delivery of, and the performance under, each of the foregoing will not conflict with, violate or result in a breach of or constitute a default under the Trustee's charter or bylaws or a material default under any indenture, agreement or other instrument by which the Trustee or any of its properties may be bound or any material constitutional or statutory provision or order, rule, regulation, decree or ordinance of any federal or state court, government or governmental body having jurisdiction over the Trustee or any of its property and by which the Trustee or any of its property may be bound; (E) to the best of its knowledge after due inquiry, there is no litigation, proceeding or investigation relating to the Trustee before or by any court, public board or body pending or, to the knowledge of the Trustee, threatened against or affecting the Trustee, challenging the validity of, or in which an unfavorable decision, ruling or finding would materially adversely affect the Trust Agreement, or the Assignment Agreements; (F) the Certificates have been duly executed and delivered in accordance with the Trust Agreement; and (G) the Trustee has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied under the Trust Agreement, the Assignment Agreements, and the Certificates at or prior to the Closing.

(viii) An opinion, dated the Date of Closing and addressed to the School Board (with a reliance letter relating thereto addressed to the Underwriters), of Bryant Miller Olive P.A., disclosure counsel to the School Board, substantially to the effect that no facts have come to the attention of the attorneys rendering legal services in connection with the Certificates that cause them to believe that the Offering Statement as of its date or as of the Closing Date, contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, they

assume no responsibility for the accuracy, completeness, or fairness of the statements contained in the Offering Statement (including any appendices, schedules, and exhibits thereto), nor do they express any belief with respect to any demographic, financial, statistical and operating data, and forecasts, projections, numbers, estimates, assumptions, and expressions of opinion[, and information concerning the Policy and the Insurer], and information concerning The Depository Trust Company and the book-entry system for the Certificates contained or incorporated by reference in the Offering Statement (including any appendices, schedules, and exhibits thereto), which may be expressly excluded.

(x) Each of the School Board Documents and the Corporation Documents, fully executed by the respective parties thereto.

(xi) Evidence satisfactory to the Representative that S&P Global Ratings, a business of Standard & Poor's Financial Services LLC ("S&P") has issued a rating of "_____" [based on the issuance of the Policy by the Insurer] and Moody's Investors Service, Inc. ("Moody's") has rated the Certificates at least "_____" [without regard to the issuance of the Policy], and that such ratings are in effect on the Date of Closing.

(xii) A written order to the Trustee from the Corporation to execute and deliver the Certificates.

(xiii) A certificate of an authorized representative of the School Board deeming the Preliminary Offering Statement "final" as of its date for purposes of the SEC Rule, except for "permitted omissions" as defined in the SEC Rule.

(xv) A Tax Certificate of the School Board, in form and substance satisfactory to Special Counsel, executed by such officials of the School Board as shall be satisfactory to the Representative.

(xvi) [A certificate of an officer of the Insurer or opinion of counsel to the Insurer, dated the Date of Closing, addressed to the Underwriters and the School Board, in form and substance satisfactory to the Representative and the School Board, substantially to the effect that (A) the Insurer is duly qualified to do business in the State of Florida; (B) the Insurer has full corporate power and authority to execute and deliver the Policy and the Policy has been duly authorized, executed and delivered by the Insurer and constitutes a legal, valid and binding obligation of the Insurer enforceable in accordance with its terms; (C) the statements contained in the Offering Statement under the heading "CERTIFICATE INSURANCE" insofar as such statements constitute summaries of the matters referred to therein, accurately reflect and fairly present the information purported to be shown and, insofar as such statements purport to describe the Insurer, fairly and accurately describe the Insurer; (D) the Insurer has not been in default after December 31, 1975, as to principal or interest with respect to any obligations insured by the Insurer; (E) proceedings legally

required for the issuance of the Policy has been taken by the Insurer and licenses, orders, consents or other authorizations or approvals of any governmental boards or bodies legally required for the enforceability of the Policy has been obtained; and (F) proceedings not taken and any licenses, authorizations or approvals not obtained are not material to the enforceability of the Policy.]

(xvii) [A true and correct copy of the Policy.]

(xvii) Such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably require to evidence the truth and accuracy, as of the date hereof and as of the Date of Closing, of the representations, agreements and warranties contained herein and of the statements and information contained in the Offering Statement and the due performance or satisfaction on or prior to the Date of Closing of all the agreements then to be performed and conditions then to be satisfied by the School Board, the Corporation or the Trustee.

All of the evidence, opinions, letters, certificates, instruments and other documents, mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in the form specified herein or are otherwise in form and substance satisfactory to the Representative and its Counsel.

If the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates contained in this Purchase Contract are not satisfied, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor the School Board, the Corporation or the Trustee shall be under any further obligation hereunder, except that the respective obligations of the School Board and the Underwriters set forth in Section 10 hereof shall continue in full force and effect and the Good Faith Deposit specified in Section 5 hereof shall be returned to the Representative.

9. Termination. The Underwriters may terminate this Purchase Contract by notice to the School Board and the Corporation in the event that between the date hereof and the Closing (a) legislation shall be enacted by the Congress of the United States or adopted by either House thereof or a decision by a court of the United States having jurisdiction of the subject matter or the Tax Court of the United States shall be rendered or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other Florida or Federal governmental agency, having jurisdiction of the subject matter, shall be made, with respect to Florida or Federal taxation of revenues or other income of the general character expected to be derived under the Master Lease from the School Board or upon interest received on securities of the general character of the Certificates or which would have the effect of changing, directly or indirectly, the Federal income tax consequences of the ownership of the Certificates or the receipt of interest on securities of the general character of the Certificates in the

hands of the holders thereof, which in the reasonable opinion of the Representative would materially adversely affect the market for the Certificates or the sale, at the contemplated offering prices (or yields), by the Underwriters of the Certificates; (b) there shall have occurred any outbreak or escalation of hostilities or any national or international emergency, calamity or crisis, financial or otherwise, affecting the effective operation of the government of, or the financial community in, the United States, including a general suspension of trading on any national securities exchange, which, in the reasonable opinion of the Representative, materially adversely affects the market for the Certificates or the sale, at the contemplated offering prices (or yields), by the Underwriters of the Certificates; (c) the marketability of the Certificates or the sale of the Certificates at the contemplated offering prices as stated in this Purchase Contract, in the reasonable opinion of the Representative, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets, making it impracticable for the Underwriters to market the Certificates or to enforce contracts for the sale of the Certificates; (d) a general banking moratorium shall have been established by Federal, New York or Florida authorities; (e) any event shall have occurred or shall exist which, in the reasonable opinion of the Representative, would or might cause the information contained in the Offering Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading as of such time, and the Offering Statement cannot be amended in accordance with Section 6(a)(viii) herein in such manner which prevents the market for the Certificates or the sale, at the contemplated offering prices (or yields), by the Underwriters of the Certificates to be materially adversely affected, in the reasonable opinion of the Representative; (f) legislation shall be enacted, or a decision by a court of the United States, having jurisdiction of the subject matter, shall be rendered, that, in the reasonable opinion of Counsel for the Underwriters, has the effect of requiring the contemplated distribution of the Certificates or any action or instrument pertaining thereto to be registered under the Securities Act of 1933, as amended, or under Florida law, or of requiring the Trust Agreement, or any instrument or act pertaining thereto to be qualified under the Trust Indenture Act of 1939, as amended; (g) there shall have been any materially adverse change in the affairs of the School Board that, in the opinion of the Representative, materially and adversely affects the market price or marketability of the Certificates or the ability of the Underwriters to enforce contracts for the sale of the Certificates; (h) legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the United States Securities and Exchange Commission (the "Commission") which, in the reasonable opinion of Counsel to the Underwriters, has the effect of requiring the contemplated distribution of the Certificates to be registered under the Securities Act of 1933, as amended, or the Trust Agreement to be qualified under the Trust Indenture Act of 1939, as amended, or any laws analogous thereto relating to governmental bodies; (i) legislation shall be introduced by amendment or be enacted by, the House of Representatives or the Senate of the Congress of the United States of America, or a decision by a Court of the United States of America, having jurisdiction of the subject matter, shall be rendered, or a stop order, ruling, release, regulation, or no-action letter by or on behalf of the Commission or any other governmental agency having

jurisdiction of the subject matter of the Certificates shall have been proposed, issued or made to the effect that the issuance, offering or sale of the Certificates, including all the underlying obligations as contemplated by this Purchase Contract or by the Offering Statement, or any document relating to the issuance, offering or sale of the Certificates is or would be in violation of any of the federal securities laws at Closing, including the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect or the Trust Indenture Act of 1939, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of obligations of the general character of the Certificates, as contemplated by this Purchase Contract; (j) there shall have occurred, after the signing of this Purchase Contract, either a financial crisis or a default with respect to the debt obligations of the School Board, or proceedings under the federal or Florida bankruptcy laws shall have been instituted by the School Board or the Corporation, in either case the effect of which in the reasonable judgment of the Representative, is such as to materially and adversely affect: (1) the market price or the sale at the contemplated offering prices as stated in this Purchase Contract, by the Underwriters of the Certificates or (2) the ability of the Underwriters to enforce contracts for the sale of the Certificates; (k) any United States national securities exchange, or any United States governmental authority, shall impose as to the Certificates or any obligation of the general character of the Certificates, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of the Underwriters, or the establishment of material restrictions upon trading of securities, including limited or minimum prices, by any such governmental authority or by any such national securities exchange; or (l) other than with respect to the litigation described in the Offering Statement, legal action shall have been filed against the School Board or the Corporation from which an adverse ruling would, in the opinion of the Representative, materially adversely affect the transactions contemplated by this Purchase Contract or by the Offering Statement or the validity of the Certificates, the School Board Documents, the Corporation Documents or this Purchase Contract.

10. Expenses.

(a) The School Board agrees to pay all expenses incident to the performance of its obligations under this Purchase Contract, including, but not limited to: (i) the cost of the preparation, printing or other reproduction (for distribution prior to, on, or after the date of acceptance of this Purchase Contract) of copies of the Preliminary Offering Statement and Offering Statement; (ii) charges made by rating agencies for the rating of the Certificates; (iii) the fees and disbursements of the Trustee; (iv) the fees and disbursements of Special Counsel, Disclosure Counsel, the Financial Advisor and of any other experts or consultants retained by the School Board; (v) the cost of any consent letters, statements or certificates delivered by the School Board's consultants; (vi) the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure undertaking compliance review; and (vii) out-of-pocket expenses of the School Board or any expenses incurred by the Underwriters on behalf of the School Board's employees and representatives which are incidental to implementing this Purchase Contract.

(b) The Underwriters shall pay expenses related to the initial purchase and sale of the Certificates as follows: (i) all advertising expenses in connection with the public offering of the Certificates; (ii) expenses and fees of its Counsel; and (iii) all other expenses incurred by them in connection with the public offering of the Certificates.

(c) In the event either the School Board or the Underwriters shall have paid obligations of the other as set forth in this Section, appropriate reimbursement and adjustments shall be made at the time of Closing.

11. Notices. Any notice or other communication to be given to the School Board or the Corporation under this Purchase Contract may be given by delivering the same to the School Board, 215 Manatee Avenue W., Bradenton, Florida 34205, to the attention of the Deputy Superintendent of Business Services and any notice or other communications to be given to the Underwriters under this Purchase Contract may be given by delivering the same in writing to Raymond James & Associates, Inc., Attention: Rick Patterson, 880 Carillon Parkway, St. Petersburg, Florida 33716.

12. Parties in Interest.

(a) This Purchase Contract is made solely for the benefit of the School Board, the Corporation and the Underwriters (including the successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the representations and agreements of the School Board and the Corporation contained in this Purchase Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriters; (ii) delivery of and payment for the Certificates pursuant to this Purchase Contract; or (iii) any termination of this Purchase Contract, but only to the extent provided by the last paragraph of Section 8 hereof.

(b) No covenant, stipulation, obligation or agreement contained in this Purchase Contract shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the School Board in his individual capacity and neither the members of the School Board nor any official executing this Purchase Contract shall be liable personally under this Purchase Contract or be subject to any personal liability or accountability by reason of the execution hereof.

13. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance hereof on behalf of the School Board and the Corporation by their duly authorized officers and shall be valid and enforceable at the time of such acceptance.

14. Counterparts. This Purchase Contract may be executed in several counterparts, which together shall constitute one and the same instrument.

15. Florida Law Governs. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of Florida, without giving effect to conflicts of law provisions.

16. Entire Agreement. This Purchase Contract when accepted by the School Board and the Corporation in writing as heretofore specified shall constitute the entire agreement between us.

17. Headings. The headings of the Sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be part hereof.

[Remainder of page intentionally left blank]

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC., as
Representative of the Underwriters

By:_____
Rick Patterson
Managing Director

This Certificate Purchase Contract for the Certificates is accepted as of the date hereof:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA	**MANATEE SCHOOL BOARD LEASING CORPORATION**
By: _____ Chairman	By: _____ President
ATTEST:	ATTEST:
By: _____ Superintendent	By: _____ Secretary

APPENDIX A

MATURITY SCHEDULE

$_____
THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

$_____ Serial Certificates

Maturity (July 1)	Principal Amount	Interest Rate	Yield[(1)]	Price[(1)]

_____

(1) [Yield and Price calculated to first optional prepayment date of July 1, 2033.]

APPENDIX B

PREPAYMENT PROVISIONS
OF CERTIFICATES

(a) The Certificates are not subject to extraordinary prepayment prior to maturity pursuant to Section 6.03(g) of the Master Trust Agreement or Section 5.08(c) of the Lease Agreement.

(b) The Series 2023A Certificates maturing on or before July 1, 20__ are not subject to prepayment at the option of the Board. The Series 2023A Certificates maturing on and after July 1, 20___ may be prepaid, from prepayments of Basic Rent made by the Board pursuant to the Series 2023A Lease Agreement, in whole or in part on July 1, 20___ or any date thereafter, and if in part, in such order of maturities as may be designated by the Board or if not so designated, in the inverse order of maturities, and by lot within a maturity in such manner as may be designated by the Trustee, at a Prepayment Price equal to the principal portion of Series 2023A Certificates to be prepaid, plus accrued interest to the prepayment date.

(c) The Series 2023A Certificates maturing on July 1, 20___ are subject to mandatory prepayment prior to maturity in part, from payments of the principal portion of Basic Rent Payments on each July 1 in the years and in the amounts set forth below at a Prepayment Price of par plus the interest accrued to the prepayment date.

July 1 of the Year	Principal Amount

_____
*Final maturity

(d) Notwithstanding the provisions of Section 5.04(a) of the Master Trust Agreement, notice of any prepayment of Certificates shall either (i) explicitly state that the proposed prepayment is conditioned on there being on deposit in the applicable fund or account on the prepayment date sufficient funds to pay the full prepayment price of the Certificates to be prepaid, or (ii) be sent only if sufficient funds or Refunding Securities (as defined in the Master Trust Agreement) to pay the full Prepayment Price of the Certificates to be prepaid is on deposit in the applicable fund or account. In the event the conditions stated in the notice of prepayment are not satisfied on the proposed prepayment date, such prepayment shall not occur and such notice of prepayment shall be of no further force or effect. Except as provided herein, the

Certificates shall be called for prepayment upon the notice and in the manner provided in Article V of the Master Trust Agreement.

APPENDIX C

DISCLOSURE STATEMENT

The undersigned, Raymond James & Associates, Inc. (the "Representative"), as representative of itself and the other Underwriters (collectively, the "Underwriters") proposes to enter into an agreement with The School Board of Manatee County, Florida, for the purchase of $_____ aggregate principal amount of Certificates of Participation, Series 2023A (the "Certificates"), to be completed on this date. Prior to the award of the Certificates, the following information is hereby furnished to the School Board:

1. Set forth is an itemized list of the name and estimated amounts of expenses to be incurred by the Underwriters in connection with the issuance of the Certificates:

	$/1,000	$ Amount
Underwriters' Counsel Fees		
Underwriters' Counsel Expenses		
DTC		
CUSIP		
Ipreo (Gameday)		
Travel/Miscellaneous		
TOTAL		

2. Set forth below are the names, addresses and estimated amounts of compensation of all "finders", as defined in Section 218.386, Florida Statutes:

NONE

3. Set forth below is the Management Fee to be paid to the Underwriters in connection with the issuance of the Certificates:

NONE

4. The amount of the underwriting spread expected to be realized is as follows:

	$/1,000	$ Amount
Underwriters' Expenses		
Average Takedown		
TOTAL		

5. Set forth below are all fees, bonuses and other compensation estimated to be paid by the Underwriters on behalf of the School Board from Certificate proceeds in connection with the Certificate issue to all persons not regularly employed or retained by them.

NONE

6. The names and addresses of the Underwriters are as follows:

Raymond James & Associates, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716

PNC Capital Markets LLC
201 North Franklin Street, Suite 1500
Tampa, Florida 33602

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement this ___ day of May, 2023.

RAYMOND JAMES & ASSOCIATES, INC., as Representative of the Underwriters

By: _____
Rick Patterson
Managing Director, Public Finance

SCHEDULE 1 TO APPENDIX C

TRUTH-IN-BONDING STATEMENT

May __, 2023

The School Board of Manatee County, Florida
Bradenton, Florida

Manatee School Board Leasing Corporation
Bradenton, Florida

Re:

$_____
CERTIFICATES OF PARTICIPATION
(The School Board of Manatee County, Florida Master Lease Program), Series 2023A
Evidencing an Undivided Proportionate Interest of
Owners thereof in Basic Rent Payments to be made under a Master
Lease-Purchase Agreement by The School Board of Manatee County, Florida

Ladies and Gentlemen:

In connection with the proposed issuance by the School Board of the above-captioned Certificates of Participation (the "Certificates"), Raymond James & Associates, Inc., as representative of the Underwriters (the "Representative"), is underwriting a public offering of the Certificates pursuant to a Certificate Purchase Contract (the "Purchase Contract"), dated May___, 2023, between the Underwriters, the Corporation and the School Board.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385(2) and (3), Florida Statutes, as amended, the truth-in-bonding statement required thereby, as follows:

The Certificates will be issued for the purposes which are more described in the Purchase Contract. This debt or obligation is expected to be repaid over a period of approximately _____ years. At a true interest cost of approximately _____%, total interest paid over the life of the debt or obligation will be $_____.

The Certificates are expected to be paid solely from the Basic Rent Payments payable under the Series 2023A Lease (as defined in the Purchase Contract). All such Basic Rent Payments are subject to annual appropriation by the School Board, and other funds provided therefor in the Trust Agreement (as defined in the Purchase Contract).

The Certificates are not secured by a pledge of the faith and credit of the Corporation, of the School Board or of the State of Florida or of any political subdivision thereof, and do not create an indebtedness of the State or of any political subdivision thereof. Approving the Certificates and entering into the Series 2023A Lease (the "Series 2023A Lease") will result in approximately $_____ (representing the average annual lease payments with respect to the Certificates) of such funds of the School Board not being available for other services or purposes of the School Board each year the Series 2023A Lease are in effect, but in no event for longer than ____ years.

The foregoing is provided for information purposes only and shall not affect or control the actual terms and conditions of the Certificates.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC., as Representative of the Underwriters

By: _____
Rick Patterson
Managing Director, Public Finance

APPENDIX D

FORM OF ISSUE PRICE CERTIFICATE

$_____

CERTIFICATES OF PARTICIPATION
(The School Board of Manatee County, Florida Master Lease Program), Series 2023A
Evidencing an Undivided Proportionate Interest of
Owners thereof in Basic Rent Payments to be made under a Master
Lease-Purchase Agreement by The School Board of Manatee County, Florida

ISSUE PRICE CERTIFICATE

The undersigned, Raymond James & Associates, Inc. (the "Representative"), on behalf of itself and PNC Capital Markets LLC (collectively, the "Underwriting Group") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Certificates").

1. ***Sale of the Certificates.*** As of the date of this certificate, for each Maturity of the Certificates, the first price at which at least 10% of such Maturity of the Certificates was sold to the Public is the respective price listed in Schedule A.

2. Defined Terms.

(a) *Issuer* means The School Board of Manatee County, Florida.

(b) *Maturity* means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is May ___, 2023.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public

(including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Certificates, and by Special Counsel in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Certificates.

[Signature page to follow]

RAYMOND JAMES & ASSOCIATES, INC.

By:_____
Name: James A. Wright
Its: Managing Director – Municipal Underwriting

Dated: [Month] __, 2023.

SCHEDULE A

MATURITY SCHEDULE

$_____
THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

$_____ Serial Certificates

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price

[Hold-the-Offering-Price Maturities Certificates]

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price

EXHIBIT E

FORM OF THIRTEENTH AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT

This document prepared by:

Ritesh S. Patel, Esq.
Nabors, Giblin & Nickerson, P.A.
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607

THIRTEENTH AMENDMENT TO
ASSIGNMENT OF LEASE AGREEMENT

by and between

MANATEE SCHOOL BOARD LEASING CORPORATION,
as Lessor

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as successor Trustee

Dated [MONTH] 1, 2023

TABLE OF CONTENTS

SECTION 1.	RECITALS	1
SECTION 2.	ASSIGNMENT	4
SECTION 3.	ACCEPTANCE	4
SECTION 4.	CORPORATION'S REPRESENTATIONS, WARRANTIES, AND COVENANTS.	4
SECTION 5.	CONFLICTS; ASSIGNMENT AGREEMENT TO CONTINUE IN FORCE	4
SECTION 6.	COUNTERPARTS	5
SECTION 7.	LAW	5

THIRTEENTH AMENDMENT TO
ASSIGNMENT OF LEASE AGREEMENT

THIS THIRTEENTH AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT, is made and entered into on **[**MONTH**]** 1, 2023, by and between the **MANATEE SCHOOL BOARD LEASING CORPORATION,** a not-for-profit corporation duly organized and validly existing under the laws of the State of Florida (the "Corporation") and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association with corporate trust powers duly qualified to enter into this Thirteenth Amendment to Assignment of Lease Agreement, not in its individual capacity but solely as successor trustee (the "Trustee");

W I T N E S S E T H:

In the joint and initial exercise of their powers, in consideration of the mutual covenants herein contained, and for other valuable consideration, the parties hereto recite and agree as follows:

SECTION 1. RECITALS. (a) The Corporation and The School Board of Manatee County, Florida (the "Board") have entered into the Master Lease-Purchase Agreement, dated as of June 1, 1996 (which, together with all amendments and Lease Schedules thereto, shall be referred to herein as the "Lease Agreement"), between the Corporation and the Board, whereby the Corporation has agreed to lease to the Board, and the Board has agreed to lease from the Corporation, the Projects, as described in the Lease Agreement.

(b) The Corporation and Trustee have entered into the Assignment of Lease Agreement, dated as of June 1, 1996, as amended and supplemented as hereinafter described (the "Assignment Agreement"), which Assignment Agreement has been recorded at Official Records Book 1492, page 2362, of the Public Records of Manatee County, Florida.

(c) The Corporation and Trustee amended the Assignment Agreement to acknowledge Amended and Restated Lease Schedule No. 1996 by entering into the First Amendment to Assignment of Lease Agreement, dated as of January 1, 1998 (the "First Amendment to Assignment Agreement"), which First Amendment to Assignment Agreement has been recorded at Official Records Book 1541, page 4859, of the Public Records of Manatee County, Florida.

(d) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2004-QZAB by entering into the Second Amendment to Assignment of Lease Agreement, dated as of July 22, 2004 (the "Second Amendment to Assignment Agreement"), which Second Amendment to Assignment Agreement has been

recorded at Official Records Book 1945, page 4536, of the Public Records of Manatee County, Florida.

(e) The Corporation and the Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2005A by entering into the Third Amendment to Assignment of Lease Agreement, dated as of March 1, 2005 (the "Third Amendment to Assignment Agreement"), which Third Amendment to Assignment Agreement has been recorded at Official Records Book 2006, page 1498, of the Public Records of Manatee County, Florida.

(f) The Corporation and the Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2005-QZAB by entering into the Fourth Amendment to Assignment of Lease Agreement, dated as of December 20, 2005 (the "Fourth Amendment to Assignment Agreement"), which Fourth Amendment to Assignment Agreement has been recorded at Official Records Book 02094, page 1677, of the Public Records of Manatee County, Florida.

(g) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2007 by entering into the Fifth Amendment to Assignment of Lease Agreement, dated as May 1, 2007 (the "Fifth Amendment to Assignment Agreement"), which Fifth Amendment to Assignment Agreement has been recorded at Official Records Book 02208, Page 7071, of the Public Records of Manatee County, Florida.

(h) The Corporation and Trustee amended the Assignment Agreement to acknowledge Second Amended and Restated Lease Schedule No. 1996 by entering into the Sixth Amendment to Assignment of Lease Agreement, dated as February 1, 2008 (the "Sixth Amendment to Assignment Agreement"), which Sixth Amendment to Assignment Agreement has been recorded at Official Records Book 02250, Page 0625, of the Public Records of Manatee County, Florida.

(i) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2009 by entering into the Seventh Amendment to Assignment of Lease Agreement, dated as of May 1, 2009 (the "Seventh Amendment to Assignment Agreement"), which Seventh Amendment to Assignment Agreement has been recorded at Official Records Book 02299, Page 7111, of the Public Records of Manatee County, Florida.

(j) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2010A by entering into the Eighth Amendment to Assignment of Lease Agreement, dated as of October 1, 2010 (the "Eighth Amendment to Assignment Agreement"), which Eighth Amendment to Assignment Agreement has been recorded at Official Records Book 02357, Page 6787, of the Public Records of Manatee County, Florida.

(k) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2011A by entering into the Ninth Amendment to Assignment of Lease Agreement, dated as of May 1, 2011 (the "Ninth Amendment to Assignment Agreement"), which Ninth Amendment to Assignment Agreement has been recorded at Official Records Book 2379, Page 3265, of the Public Records of Manatee County, Florida.

(l) The Corporation and Trustee amended the Assignment Agreement to acknowledge Amended and Restated Lease Schedule No. 2005A and Amended and Restated Lease Schedule No. 2007 by entering into the Tenth Amendment to Assignment of Lease Agreement, dated as of December 1, 2015 (the "Tenth Amendment to Assignment Agreement"), which Tenth Amendment to Assignment Agreement has been recorded at Official Records Book 2600, Page 1368, of the Public Records of Manatee County, Florida.

(m) The Corporation and Trustee amended the Assignment Agreement to acknowledge Amended and Restated Lease Schedule No. 2009 by entering into the Eleventh Amendment to Assignment of Lease Agreement, dated as of October 1, 2016 (the "Eleventh Amendment to Assignment Agreement"), which Eleventh Amendment to Assignment Agreement has been recorded at Official Records Book 2646, Page 78, of the Public Records of Manatee County, Florida.

(n) The Corporation and Trustee amended the Assignment Agreement to acknowledge Third Amended and Restated Lease Schedule No. 1996 and Amended and Restated Lease Schedule No. 2011A by entering into the Twelfth Amendment to Assignment of Lease Agreement, dated December 20, 2017 (the "Twelfth Amendment to Assignment Agreement"), which Twelfth Amendment to Assignment Agreement has been recorded at Official Records Book 2706, Page 5474, of the Public Records of Manatee County, Florida.

(o) The Corporation and the Trustee deem it necessary to further amend the Assignment Agreement to acknowledge Lease Schedule No. 2023A by entering into this Thirteenth Amendment to Assignment of Lease Agreement (the "Thirteenth Amendment to Assignment Agreement").

(p) The Certificates shall be issued from time to time in order to finance and refinance the acquisition, construction and installation of the Projects and the proceeds of the Certificates shall be deposited with the Trustee and shall be held and applied in accordance with the Trust Agreement.

(q) Pursuant to the Lease Agreement, the Board is obligated to make certain Lease Payments to the Corporation, or its assignee. In order to secure the Certificates, the Corporation is willing to assign and transfer its rights and interests under the Lease Agreement to the Trustee for the benefit of the Owners of the respective Certificates.

(r) Each of the parties hereto has authority to enter into this Thirteenth Amendment to Assignment Agreement and has taken all actions necessary to authorize its officer to enter into it.

(s) The capitalized words and terms used in this Thirteenth Amendment to Assignment Agreement, but not otherwise defined herein, shall have the meanings assigned to such words and terms in Exhibit A to the Lease Agreement.

SECTION 2. ASSIGNMENT. The Corporation, for good and valuable consideration received, does hereby irrevocably sell, assign and transfer to the Trustee, for the benefit of the Owners of the Certificates, all of its right, title and interest in the Lease Agreement, as amended and supplemented, in particular as amended and supplemented by Lease Schedule No. 2023A (other than the right to receive indemnification pursuant to the Lease Agreement, the right to enter into Lease Schedules from time to time and its obligations provided in Section 6.03 of the Lease Agreement), including its right to receive Lease Payments from the Board under the Lease Agreement and its right to use, sell and re-let the Projects (under the circumstances contemplated by the Lease Agreement), and the right to exercise such rights and remedies as are conferred on the Corporation by the Lease Agreement. All rights of the Corporation in each Lease Schedule shall be assigned to the Trustee upon execution and delivery thereof. The Lease Payments shall be applied, and the rights so assigned shall be exercised, by the Trustee as provided in the Trust Agreement. Except for any Lease Schedules which are hereafter attached to the Lease Agreement and hereafter assigned by the Corporation to the Trustee pursuant to an amendment to the Assignment of Lease Agreement, as previously amended and supplemented, the sale, assignment and conveyance of the rights, title and interest of the Corporation under and to the Lease Agreement are immediately complete and effective for all purposes.

SECTION 3. ACCEPTANCE. The Trustee hereby accepts such assignment in trust for the purpose of securing payment of the Certificates and securing the rights of the Owners of the Certificates issued pursuant to the Trust Agreement.

SECTION 4. CORPORATION'S REPRESENTATIONS, WARRANTIES, AND COVENANTS. The Corporation hereby confirms that the representations, warranties, and covenants of the Corporation set forth in Section 5 of the Assignment Agreement are true and correct and in full force as of the date hereof.

SECTION 5. CONFLICTS; ASSIGNMENT AGREEMENT TO CONTINUE IN FORCE. Except as herein expressly amended and supplemented, the Assignment Agreement and all the terms and provisions thereof are and shall remain in full force and effect; provided, however, that in the event of a conflict between the terms of this Thirteenth Amendment to Assignment Agreement and the Assignment Agreement, the terms of this Thirteenth Amendment to Assignment Agreement shall govern.

SECTION 6. COUNTERPARTS. This Thirteenth Amendment to Assignment Agreement may be executed in counterparts, and each of said counterparts shall be deemed an original for all purposes of this Thirteenth Amendment to Assignment Agreement. All of such counterparts taken together shall be deemed to be one and the same instrument.

SECTION 7. LAW. This Thirteenth Amendment to Assignment Agreement shall be construed under the laws of the State of Florida.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Thirteenth Amendment to Assignment Agreement by their officers thereunto duly authorized as of the day and year first written above.

(SEAL)

Witness: _____

Name: _____

Witness: _____

Name: _____

MANATEE SCHOOL BOARD LEASING CORPORATION, as Lessor

By: _____
Name: Chad Choate III
Title: President
Address: 215 Manatee Avenue W.
Bradenton, Florida 34205

Witness: _____

Name: _____

Witness: _____

Name: _____

ATTEST:

By: _____
Name: Cynthia Saunders
Title: Secretary
Address: 215 Manatee Avenue W.
Bradenton, Florida 34205

Witness: _____

Name: _____

Witness: _____

Name: _____

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor Trustee

By: _____
Name: Paul Henderson
Title: Assistant Vice President
Address: 225 Water Street, Suite 700
Jacksonville, Florida 32202

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2023, by Chad Choate III and Cynthia Saunders, the President and Secretary/Treasurer, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2023, by Paul Henderson, Assistant Vice President of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

EXHIBIT F

FORM OF PRELIMINARY OFFERING STATEMENT

PRELIMINARY OFFERING STATEMENT DATED _____, 2023

[DAC LOGO]

NEW ISSUE – BOOK ENTRY ONLY

Ratings: See "RATINGS" herein

In the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Special Counsel, assuming continuing compliance by the Board with various covenants in the Series 2023A Trust Agreement and the Series 2023A Lease Agreement, under existing statutes, regulations, rulings and court decisions, the Interest Component of Basic Rent Payments received by the Owners of the Series 2023A Certificates is (a) excludable from gross income for federal income tax purposes, except to the extent described under the caption "TAX EXEMPTION," and (b) is not an item of tax preference for purposes of the federal alternative minimum tax; provided, however, with respect to certain corporations, the Interest Component of Basic Rent Payments is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on such corporations for tax years beginning after December 31, 2022. However, no opinion is expressed with respect to the federal income tax consequences of any payments received with respect to the Series 2023A Certificates following termination of the Series 2023A Lease Agreement as a result of an Event of Non-Appropriation or Event of Default thereunder. See "TAX EXEMPTION" herein for a general discussion of Special Counsel's opinion and other tax considerations.

**$_____*
CERTIFICATES OF PARTICIPATION
(The School Board of Manatee County, Florida Master Lease Program), Series 2023A
Evidencing an Undivided Proportionate Interest of Owners
thereof in Basic Rent Payments to be made under a Master Lease-Purchase
Agreement by The School Board of Manatee County, Florida**

Dated: Date of Delivery **Due: July 1, as shown on the inside cover**

The Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2023A (the "Series 2023A Certificates") evidence undivided proportionate interests in Basic Rent Payments (as defined herein) to be made by The School Board of Manatee County, Florida (the "Board"), acting as the governing body of the School District of Manatee County, Florida (the "District"), under a Master Lease-Purchase Agreement, dated as of June 1, 1996, as amended and supplemented from time to time (the "Master Lease"), with the Manatee School Board Leasing Corporation, a Florida not-for-profit corporation (the "Corporation"), as particularly amended and supplemented by Lease Schedule No. 2023A, dated as of _____ 1, 2023 (the "Lease Schedule No. 2023A" and, together with the Master Lease, the "Series 2023A Lease Agreement"). The Series 2023A Certificates are being issued to finance a portion of the cost of acquisition, construction, and installation of the Series 2023A Project (as defined herein) and to pay costs associated with the issuance of the Series 2023A Certificates, including a municipal bond insurance policy premium, if any.

The Series 2023A Certificates are being issued by U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), as fully registered certificates pursuant to the provisions of a Master Trust Agreement, dated as of June 1, 1996, as amended and supplemented from time to time (the "Master Trust Agreement"), and particularly as amended and supplemented by the Series 2023A Supplemental Trust Agreement, dated as of _____ 1, 2023 (collectively, the "Series 2023A Trust Agreement"), each among the Board, the Trustee, and the Corporation. The interest on the Series 2023A Certificates is payable on January 1 and July 1 of each year, commencing _____ 1, 2023 (each, a "Payment Date"). Interest will be paid by check or draft of the Trustee, as Paying Agent and Registrar, mailed on each Payment Date to Owners listed in the registration books maintained by the Trustee on the 15th day of the month (whether or not a Business Day) next preceding each Payment Date. The principal of the Series 2023A Certificates is payable to Owners upon presentation, when due, at maturity or earlier prepayment, at the corporate trust office of the Trustee in Fort

Lauderdale, Florida. The Series 2023A Certificates are being issued in denominations of $5,000, or any integral multiple thereof, and will initially be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC"). Purchasers of the Series 2023A Certificates (the "Beneficial Owners") will not receive physical delivery of the Series 2023A Certificates and ownership by the Beneficial Owners of the Series 2023A Certificates will only be evidenced by the book-entry procedures of DTC. As long as Cede & Co. (or other approved nominee) is the registered owner as nominee of DTC, principal and interest payments will be made directly to such registered owner, which will, in turn, remit such payments to the DTC's participants for subsequent disbursement to the Beneficial Owners.

Certain of the Series 2023A Certificates may be subject to optional prepayment and mandatory sinking fund prepayment prior to their stated maturities as set forth herein. See "DESCRIPTION OF THE SERIES 2023A CERTIFICATES" herein.

THE BOARD IS NOT LEGALLY REQUIRED TO APPROPRIATE MONEYS TO MAKE BASIC RENT PAYMENTS. THE BASIC RENT PAYMENTS AND, CONSEQUENTLY, THE SERIES 2023A CERTIFICATE PAYMENTS OF PRINCIPAL AND INTEREST ARE PAYABLE SOLELY FROM THE BOARD'S AVAILABLE REVENUES AND NEITHER THE BOARD, THE STATE OF FLORIDA, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE UNDER THE SERIES 2023A LEASE AGREEMENT EXCEPT FROM AVAILABLE REVENUES APPROPRIATED FOR SUCH PURPOSE. THE BASIC RENT PAYMENTS ARE SUBJECT TO ANNUAL APPROPRIATION BY THE BOARD. THE SERIES 2023A CERTIFICATE PAYMENTS OF PRINCIPAL AND INTEREST AND THE PAYMENTS DUE FROM THE BOARD UNDER THE SERIES 2023A LEASE AGREEMENT AND THE CONTRACTUAL OBLIGATIONS OF THE BOARD UNDER THE SERIES 2023A LEASE AGREEMENT DO NOT CONSTITUTE A GENERAL OBLIGATION OR A PLEDGE OF THE FAITH AND CREDIT OF THE BOARD, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. THE ISSUANCE OF THE SERIES 2023A CERTIFICATES WILL NOT DIRECTLY OR INDIRECTLY OBLIGATE THE BOARD, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF TO LEVY OR TO PLEDGE ANY FORM OF AD VALOREM TAXATION WHATSOEVER THEREFOR AND THE OWNERS OF THE SERIES 2023A CERTIFICATES WILL HAVE NO RECOURSE TO THE POWER OF AD VALOREM TAXATION OF THE BOARD OR ANY OTHER GOVERNMENT ENTITY. SEE "RISK FACTORS" HEREIN.

The scheduled payment of principal of and interest on the Series 2023A Certificates when due may be guaranteed under a municipal bond insurance policy (the "Policy") to be issued concurrently with the delivery of the Series 2023A Certificates by _____ (the "Insurer"). For a discussion of the terms and provisions of the Policy, including the limitation thereof, see "MUNICIPAL BOND INSURANCE POLICY OPTION" herein. *The Board will make the determination of whether to purchase the Policy to insure all or a portion of the Series 2023A Certificates, if any, at the time the Series 2023A Certificates are priced.*

[LOGO]

The cover and inside cover pages contain certain information for quick reference only. They are not, and are not intended to be, a summary of the transaction. Investors must read the entire Offering Statement, including the appendices, to obtain information essential to the making of an informed investment decision.

The Series 2023A Certificates are offered when, as and if delivered and received by the Underwriters, subject to an approving legal opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Special Counsel, and certain other conditions. Certain legal matters will be passed upon for the Board and the Corporation by their Counsel, Dye, Harrison,

Kirkland, Petruff & Pratt, PLLC, Bradenton, Florida. Certain legal matters will be passed upon for the Board by their Disclosure Counsel, Bryant Miller Olive P.A., Tampa, Florida. Certain legal matters will be passed upon for the Underwriters by their Counsel, Greenberg Traurig, P.A., Miami, Florida. PFM Financial Advisors LLC, Orlando, Florida will act as Financial Advisor to the Board. The Series 2023A Certificates are expected to be delivered to the Underwriters through the facilities of The Depository Trust Company in New York, New York on or about _____, 2023.

RAYMOND JAMES **PNC CAPITAL MARKETS LLC**

Dated: _____, 2023

_____

*Preliminary, subject to change.

RED HERRING LANGUAGE:

This Preliminary Offering Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Offering Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2023A Certificates in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The Board has deemed this Preliminary Offering Statement "final," except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

MATURITIES, PRINCIPAL AMOUNTS,
INTEREST RATES, YIELDS, PRICES, AND INITIAL CUSIP NUMBERS

$_____* Serial Series 2023A Certificates

Maturity (July 1)*	Principal Amount*	Interest Rate	Yield	Price	Initial CUSIP Numbers**

_____

* Preliminary, subject to change.

** CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein are provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw Hill Companies, Inc. CUSIP numbers have been assigned by an independent company not affiliated with the Board or the Underwriter and are included solely for the convenience of the holders of the Series 2023A Certificates. Neither the Board nor Underwriter is responsible for the selection or uses of the CUSIP numbers, and no representation is made as to their correctness on the Series 2023A Certificates or as indicated above. The CUSIP numbers are subject to being changed after execution and delivery of the Series 2023A Certificates as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of the Series 2023A Certificates.

ADDITIONAL INFORMATION

The Series 2023A Lease Agreement has an original lease term, which commences as of the date of delivery of the Series 2023A Certificates, and continues through and including June 30, 2023, and is automatically renewable annually through June 30, 20__, unless sooner terminated as described herein. In addition to the Series 2023A Lease Agreement, the Board has previously entered into the Series 2007 Lease Agreement, the Series 2009 Lease Agreement, the Series 2010A-QSCB Lease Agreement, and the Series 2011A Lease Agreement and (each as described herein), and may enter into other leases under the Master Lease. For the Fiscal Year 2022-23, there are approximately 13 schools and two additions to two schools leased under the Master Lease. Based on the District's budgeted unweighted full time equivalent enrollment for Fiscal Year 2022-23 of approximately 51,737 students, approximately 15% of the District's students are attending classes in, or otherwise utilizing, the facilities leased under the Master Lease. Such percentage does not include the additional students that are expected to attend classes in, or otherwise utilize, the educational facilities constituting the Series 2023A Project upon completion of such facilities. To determine the above percentage, the number of students attending each facility was calculated as follows: for schools that are built and operating, the number of students budgeted for the Fiscal Year 2022-23 was used; for the additions or improvements, the number of student stations attributable to each specific classroom budgeted for Fiscal Year 2022-23 based on the type of school (elementary, middle, K-8 or high), but does not include cafeterias, media centers, and other facilities that do not have any student stations attributable to them. Additionally, upon completion of the Series 2023A Project, approximately 19% of all student stations in the District will be located in educational facilities subject to the Master Lease.

The Board may not budget and appropriate for only a portion of the Projects (as defined herein) leased under the Master Lease; it must budget and appropriate for all Projects or none of them. Upon the occurrence of an Event of Non-Appropriation, the Lease Term of the Series 2023A Lease Agreement shall, and upon the occurrence of an Event of Default may, be terminated with respect the Series 2023A Project and the Series 2023A Certificates. Upon any such termination, any proceeds of the disposition of leased Projects will be applied to the payment of the related Certificates (as defined herein), all as further described herein. In no event will owners of Certificates have any interest in or right to any proceeds of the disposition of facilities leased under any Lease Schedule (as defined herein) other than the Lease Schedule related to the respective Project. No opinion is expressed by Special Counsel as to the effect of securities laws with respect to the Series 2023A Certificates following an Event of Non-Appropriation or certain Events of Default under the Master Lease which results in termination of the Series 2023A Lease Agreement. In addition, following termination of the Series 2023A Lease Agreement, transfers of the Series 2023A Certificates may be subject to compliance with the registration provisions of state and federal securities laws (see "TAX EXEMPTION" and "RISK FACTORS" herein).

No opinion is expressed by Special Counsel as to tax exemption or the effect of securities laws with respect to the Series 2023A Certificates following an Event of Non-Appropriation or Events of Default under the Master Lease, which results in termination of the Series 2023A Lease Agreement. Termination of the Series 2023A Lease Agreement will not result in termination of the municipal bond insurance policy, if any (see "MUNICIPAL BOND INSURANCE POLICY OPTION" herein).

THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
BRADENTON, FLORIDA

BOARD MEMBERS

Chad Choate III, Chair
Cindy Spray, Vice Chair
Gina Messenger
Mary Foreman
Richard Tatem

DISTRICT OFFICIALS

Cynthia Saunders – Superintendent of Schools
Rachel Sellers – Deputy Superintendent of Business Services
Catherine Miley Hayden – Director of Finance

COUNSEL TO THE BOARD AND THE CORPORATION

Dye, Harrison, Kirkland, Petruff & Pratt, PLLC
Bradenton, Florida

SPECIAL COUNSEL

Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

DISCLOSURE COUNSEL

Bryant Miller Olive P.A.
Tampa, Florida

FINANCIAL ADVISOR

PFM Financial Advisors LLC
Orlando, Florida

TRUSTEE, REGISTRAR AND PAYING AGENT

U.S. Bank Trust Company, National Association
Fort Lauderdale, Florida

This Offering Statement does not constitute an offer to sell the Series 2023A Certificates in any jurisdiction to any person to whom it is unlawful to make such offer in such jurisdiction. No dealer, broker, sales representative, or other person has been authorized by the Board or the Underwriters to give any information or make any representations other than as contained in this Offering Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Offering Statement does not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of the Series 2023A Certificates by any person in any jurisdiction to which it is unlawful for such person to make such offer, solicitation, or sale.

The information contained in this Offering Statement has been obtained from the Board, DTC, and other sources that are considered to be reliable and, while not guaranteed as to completeness or accuracy, is believed to be correct. The information relating to DTC is not to be construed as a representation of the Board, the Corporation, the Trustee, the Financial Advisor, or the Underwriters. Any statements in this Offering Statement involving estimates, assumptions, and matters of opinion, whether or not so expressly stated, are intended as such and not as representations of fact, and the Board, the Corporation, the Trustee, the Financial Advisor, and the Underwriters expressly make no representations that such estimates, assumptions, and opinions will be realized or fulfilled. Neither the Auditor General of the State of Florida nor any other independent accountants have compiled, examined, or performed any procedures with respect to any projected, forecasted, or estimated financial information contained in this Offering Statement, nor have they expressed any opinion or any other form of assurance on such information or its achievability and assume no responsibility for, and disclaim any association with, any projected or estimated financial information. Any information, estimates, assumptions, and matters of opinion contained in this Offering Statement are subject to change without notice, and neither the delivery of this Offering Statement, nor any sale made hereunder, shall under any circumstances create any implication that there has been no change in the affairs of the Board since the date hereof or the earliest date as of which such information was given.

The Underwriters have provided the following sentence for inclusion in this Offering Statement. The Underwriters have reviewed the information in this Offering Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

The Insurer makes no representation regarding the Series 2023A Certificates or the advisability of investing in the Series 2023A Certificates. In addition, the Insurer has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Offering Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding the Insurer, supplied by the Insurer and presented under the heading "MUNICIPAL BOND INSURANCE POLICY OPTION" and "APPENDIX I – SPECIMEN MUNICIPAL BOND INSURANCE POLICY."

NO REGISTRATION STATEMENT RELATING TO THE SERIES 2023A CERTIFICATES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "COMMISSION") OR WITH ANY STATE SECURITIES COMMISSION. IN MAKING ANY INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THE BOARD, THE DISTRICT, THE CORPORATION, AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SERIES 2023A CERTIFICATES HAVE NOT BEEN APPROVED OR DISAPPROVED

BY THE COMMISSION OR ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFERING STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2023A CERTIFICATES OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THIS OFFERING STATEMENT DOES NOT CONSTITUTE A CONTRACT BETWEEN THE BOARD OR THE UNDERWRITERS AND ANY ONE OR MORE HOLDERS OF THE SERIES 2023A CERTIFICATES.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFERING STATEMENT, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY, OR IMPORTANCE, AND THIS OFFERING STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS OFFERING STATEMENT ARE FOR CONVENIENCE ONLY AND IN NO WAY DEFINE, LIMIT, OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OF ANY PROVISIONS OR SECTIONS IN THIS OFFERING STATEMENT. THE OFFERING OF THE SERIES 2023A CERTIFICATES IS MADE ONLY BY MEANS OF THIS ENTIRE OFFERING STATEMENT.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFERING STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET," OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES, AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE, OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE, OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE BOARD DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS, OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, SUBJECT TO ANY CONTRACTUAL OR LEGAL RESPONSIBILITIES TO THE CONTRARY.

THIS OFFERING STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN EITHER BOUND OR PRINTED FORMAT ("ORIGINAL BOUND FORMAT"), OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW. MUNIOS. COM AND WWW. EMMA. MSRB. ORG. THIS OFFERING STATEMENT MAY BE RELIED ON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT, OR IF IT IS PRINTED OR SAVED IN FULL DIRECTLY FROM THE AFOREMENTIONED WEBSITES.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR

LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS OFFERING STATEMENT FOR PURPOSES OF RULE 15c2-12.

All summaries herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Series 2023A Certificates are qualified in their entirety by reference to the form thereof included in the aforesaid documents and agreements.

TABLE OF CONTENTS

Page

INTRODUCTION 1
General 1
The Series 2023A Lease Agreement 1
The Prior Leases 2
Other Information 3
AUTHORIZATION 4
PURPOSE OF THE SERIES 2023A CERTIFICATES 4
DESCRIPTION OF THE SERIES 2023A CERTIFICATES 4
General 4
Book-Entry Only System 5
Optional Prepayment 7
Mandatory Sinking Fund Prepayment 7
No Extraordinary Prepayment 8
Selection of Series 2023A Certificates for Prepayment 8
DTC Procedures 8
Notice of Prepayment 9
Negotiability, Registration, Transfer and Exchange 10
Ownership of Series 2023A Certificates 11
Series 2023A Certificates Mutilated, Destroyed, Stolen, or Lost 11
Completion Certificates 11
Refunding Certificates 12
Additional Series of Certificates 12
SECURITY FOR THE SERIES 2023A CERTIFICATES 12
General 12
Lease Payments 13
Limited Obligation of the Board 14
Additional Leases 14
Additional Certificates; Outstanding Certificates 15
Non-Appropriation Risk 15
No Reserve Account for Series 2023A Certificates 16
Uniform Commercial Code 16
MUNICIPAL BOND INSURANCE POLICY OPTION 16
THE SERIES 2023A PROJECT 17
The Series 2023A Project 17
Estimated Series 2023A Project Budget 18
Substitution of Series 2023A Project 18
EXISTING PROJECTS UNDER THE MASTER LEASE 19
The Series 2007 Project 19
The Series 2009 Project 20
The Series 2010A-QSCB Project 21

The Series 2011A Project 21
Designated Equipment 22
THE MASTER LEASE-PURCHASE PROGRAM 22
THE SERIES 2023A LEASE AGREEMENT 22
Authority 23
Lease Term 23
Lease Payments 23
Assignment of Lease to Trustee 23
Lease Covenants 24
Budget and Appropriation 24
Termination of Lease Term 25
Acceleration of Maturities upon Event of Default 25
Effect of Termination for Non-Appropriation or Default 26
THE CORPORATION 28
ESTIMATED SOURCES AND USES OF SERIES 2023A CERTIFICATE PROCEEDS 29
CERTIFICATE PAYMENT SCHEDULES 30
THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA 31
The Organization and Powers of the Board 31
Superintendent of Schools 31
Administration 32
Employee Relations 32
Academics 32
Budget Process 33
Statistical Data 34
FINANCIAL RESULTS AND LIABILITIES OF THE DISTRICT 34
Accounting and Funds 35
Governmental Fund Types 35
Other Fund Types 36
Measurement Focus and Basis of Accounting 36
Auditing System 37
General Fund Operations 37
Required General Fund Ending Balance 39
Direct and Overlapping Debt 41
Retirement and Other Post-Employment Benefits 41
Investment Policy 42
AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS 43
State Sources 43
Local Sources 44
OPERATING REVENUE OF THE DISTRICT 51
State Sources 51
Local Sources 52
Federal Sources 53

AD VALOREM TAXATION 53
Property Assessment and County Property Appraiser 53
Millage Set by Local Governing Body 56
Tax Collection and Distribution by Tax Collector 57
Exemptions from Ad Valorem Taxation 59
Legislation Relating to Ad Valorem Taxation 61
Property Tax Levies and Collections 61
LEGISLATIVE CHANGES AFFECTING DISTRICT REVENUES 63
Class Size Reduction 64
Pre-K Programs 65
Educational Choice 65
Distribution of Capital Outlay Millage Revenues to Charter Schools 66
Schools of Hope 66
Public Safety Mandate 67
RISK FACTORS 68
Annual Right of the Board to Terminate the Series 2023A Lease Agreement 68
Limitation Upon Disposition; Ability to Sell or Relet 69
No Series 2023A Reserve Account 69
Tax Exempt Status 69
Applicability of Securities Laws 69
Capital Outlay Millage Levy 69
Additional Lease Schedules 70
Additional Indebtedness 71
Legislative Changes 71
Constitutional Amendments 71
Property and Casualty Insurance 71
Climate Change and Natural Disasters 72
Construction Cost Maximums 73
Effects of Sequestration on Lease Payments 74
Spread of Highly Contagious, Epidemic, or Pandemic Diseases (COVID-19) 74
Municipal Bond Insurance Risk Factors 78
No Right of Series 2023A Certificate Owners to Direct Remedies or Consent to Amendments 79
SHORT TERM FINANCING 79
CONTINUING DISCLOSURE 80
LEGAL MATTERS 80
LITIGATION 80
RATINGS 81
CONTINGENT FEES 81
UNDERWRITING 82
FINANCIAL ADVISOR 82
TAX EXEMPTION 83
General 83

Internal Revenue Code of 1986 83
Collateral Tax Consequences 83
Other Tax Exemption 84
Original Issue Discount 84
Original Issue Premium 85
DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS 85
FINANCIAL STATEMENTS 85
ACCURACY AND COMPLETENESS OF OFFERING STATEMENT 86
AUTHORIZATION OF OFFERING STATEMENT 87

APPENDIX A GENERAL INFORMATION RELATING TO MANATEE COUNTY, FLORIDA A-1
APPENDIX B THE COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA FOR THE FISCAL YEAR ENDED JUNE 30, 2022 ..... B-1
APPENDIX C MASTER TRUST AGREEMENT AND FORM OF SERIES 2023A SUPPLEMENTAL TRUST AGREEMENT D-1
APPENDIX D MASTER LEASE-PURCHASE AGREEMENT AND FORM OF LEASE SCHEDULE NO. 2023A E-1
APPENDIX E ASSIGNMENT OF LEASE AGREEMENT AND FORM OF THIRTEENTH AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT F-1
APPENDIX F FORM OF SERIES 2023A GROUND LEASE AND SERIES 2023A GROUND LEASE ASSIGNMENT G-1
APPENDIX G FORM OF OPINION OF SPECIAL COUNSEL H-1
APPENDIX H FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT J-1
APPENDIX I FORM OF SPECIMEN MUNCIPAL BOND INSURANCE POLICY I-1

OFFERING STATEMENT
RELATED TO

$_____*
CERTIFICATES OF PARTICIPATION
(The School Board of Manatee County, Florida Master Lease Program), Series 2023A
Evidencing an Undivided Proportionate Interest of Owners
thereof in Basic Rent Payments to be made under a Master Lease-Purchase
Agreement by The School Board of Manatee County, Florida

INTRODUCTION

General

This Offering Statement, including the cover page, inside cover pages, and appendices hereto, is provided to furnish information with respect to The School Board of Manatee County, Florida (the "Board"), the governing body of the School District of Manatee County, Florida (the "District"), and the sale and delivery of the Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2023A (the "Series 2023A Certificates"), which are being issued in the aggregate principal amount of $_____* pursuant to a Master Trust Agreement, dated as of June 1, 1996, as amended and supplemented (the "Master Trust Agreement"), and as particularly amended and supplemented by the Series 2023A Supplemental Trust Agreement, dated as of _____ 1, 2023 (the "Series 2023A Supplemental Trust Agreement" and, together with the Master Trust Agreement, the "Series 2023A Trust Agreement"), each by and among the Board, the Manatee School Board Leasing Corporation, a Florida not-for-profit corporation (the "Corporation"), as lessor, and U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), who is also serving as Paying Agent and Registrar for the Series 2023A Certificates.

The Series 2023A Lease Agreement

The Series 2023A Certificates represent undivided proportionate interests of the owners thereof in the right to receive Basic Rent Payments (as defined herein) payable under the Master Lease-Purchase Agreement, dated as of June 1, 1996, as amended and supplemented (the "Master Lease"), and as particularly amended and supplemented by the Lease Schedule No. 2023A, dated as of _____ 1, 2023 (the "Lease Schedule No. 2023A" and, together with the Master Lease, the "Series 2023A Lease Agreement"), each by and between the Corporation and the Board. The Series 2023A Lease Agreement relates to the Series 2023A Project (as defined herein), commences on the date of delivery of the Series 2023A Certificates and will continue through and including June 30, 2023, and is automatically renewable annually through June 30, 20__, unless earlier terminated in accordance with the Series 2023A Lease Agreement.

The Board is leasing the sites on which certain components of the Series 2023A Project are located (the "Premises") to the Corporation pursuant to a Ground Lease Agreement, dated as of _____ 1, 2023 (the "Series 2023A Ground Lease"), by and between the Board and the Corporation. Pursuant to the

* Preliminary, subject to change.

Assignment of Ground Lease, dated as of _____ 1, 2023 (the "Series 2023A Ground Lease Assignment"), the Corporation is assigning its interests under the Series 2023A Ground Lease to the Trustee. See "APPENDIX F – FORM OF SERIES 2023A GROUND LEASE AND SERIES 2023A GROUND LEASE ASSIGNMENT."

The rights, title, and interest of the Corporation in the Series 2023A Lease Agreement, including the right of the Corporation to receive Basic Rent (herein defined), to use, sell, and relet the Projects and to exercise remedies thereunder and under the Series 2023A Ground Lease, other than its rights to indemnification, its right to enter into additional Lease Schedules, and its obligation not to impair the tax status of the Series 2023A Certificates, have been irrevocably assigned by outright assignment to the Trustee pursuant to an Assignment of Lease Agreement, dated as of June 1, 1996, as amended (the "Assignment of Lease Agreement"), and as particularly amended by the Thirteenth Amendment to Assignment of Lease Agreement, dated as of _____ 1, 2023 (the "Thirteenth Amendment to Assignment of Lease Agreement" and, together with the Assignment of Lease Agreement, the "Series 2023A Assignment"), by and between the Corporation and the Trustee. See "APPENDIX E – ASSIGNMENT OF LEASE AGREEMENT AND FORM OF THIRTEENTH AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT."

The Prior Leases

In addition to the Series 2023A Lease Agreement, the Board entered into (i) Amended and Restated Lease Schedule No. 2007, dated as of December 1, 2015 (the "Lease Schedule No. 2007" and, together with the Master Lease, the "Series 2007 Lease Agreement"), pursuant to which the Board refinanced a portion of the cost of certain educational and related facilities described therein (the "Series 2007 Project"); (ii) Amended and Restated Lease Schedule No. 2009, dated as of May 1, 2009 (the "Lease Schedule No. 2009" and, together with the Master Lease, the "Series 2009 Lease Agreement"), pursuant to which the Board refinanced a portion of the cost of certain educational and related facilities described therein (the "Series 2009 Project"); (iii) Lease Schedule No. 2010A-QSCB, dated as of October 1, 2010 (the "Lease Schedule No. 2010A-QSCB" and, together with the Master Lease, the "Series 2010A-QSCB Lease Agreement"), pursuant to which the Board financed a portion of the cost of certain educational and related facilities described therein (the "Series 2010A-QSCB Project"); and (iv) Amended and Restated Lease Schedule No. 2011A, dated as of December 20, 2017 (the "Lease Schedule No. 2011A" and, together with the Master Lease, the "Series 2011A Lease Agreement"), pursuant to which the Board refinanced a portion of the cost of certain educational and related facilities described therein (the "Series 2011A Project"). The Series 2007 Lease Agreement, the Series 2009 Lease Agreement, the Series 2010A-QSCB Lease Agreement, and the Series 2011A Lease Agreement are collectively referred to herein as the "Prior Leases." The Series 2007 Project, the Series 2009 Project, the Series 2010A-QSCB Project, and the Series 2011A Project are collectively referred to herein as the "Prior Projects." See "THE MASTER LEASED PROJECTS" and "THE EXISTING PROJECTS UNDER THE MASTER LEASE" herein for a description of the terms and provisions of the Prior Leases and the Projects financed thereunder.

The following table provides a summary of the Lease Schedules expected to be in effect following delivery of the Series 2023A Certificates, the designation of the Projects being lease-purchased by the Board under each Lease Schedule, the final term of each Lease Schedule, the related Series of Certificates and the outstanding principal amount of each such related Series of Certificates as of _____, 2023.

Lease Schedule	Related Project	Final Renewal Term Ending Date	Related Series of Certificates	Principal Amount Outstanding
Series 2007	Series 2007	June 30, 2027	Series 2015	$20,440,000
Series 2009	Series 2009	June 30, 2029	Series 2016A	32,660,000
Series 2010A-QSCB[1]	Series 2010A-QSCB	October 1, 2029	Series 2010A-QSCB	19,920,000[2]
Series 2011A	Series 2011A	June 30, 2031	Series 2017A	30,215,000
Series 2023A	Series 2023A	June 30, 20__	Series 2023A	_____
Total				_____

[1] The Board designated the Series 2010A-QSCB Lease Agreement as a "qualified school construction bond" ("QSCB") pursuant to Section 54F of the Internal Revenue Code of 1986, as amended (the "Code"). Pursuant to Section 6431 of the Code, the Board made an election to qualify to receive federal subsidy payments from the United States Treasury pursuant to Section 6431(f) of the Code (the "Interest Subsidy") on each interest payment date for the Series 2010A-QSCB Certificates. The expected Interest Subsidy will be in an amount equal to the lesser of the amount of interest payable with respect to the Series 2010A-QSCB Certificates on such date or the amount of interest which would have been payable with respect to the Series 2010A-QSCB Certificates if the interest were determined at the applicable tax credit rate for the Series 2010A-QSCB Certificates pursuant to Section 54A(b)(3) of the Code. See "RISK FACTORS – Effect of Sequestration on Lease Payments" herein.

[2] The listed principal amount represents the aggregate principal amount currently outstanding. The Board is obligated to continue to make annual Lease Payment deposits (net of investment earnings) on each October 1 thereafter, through and including the maturity date of October 1, 2029. It is anticipated that such deposits, plus investment earnings thereon, will be sufficient to pay the Series 2010A-QSCB Certificates at maturity on October 1, 2029. See "CERTIFICATE PAYMENT SCHEDULE" herein.

Other Information

Brief descriptions of the Board, the District, and the Series 2023A Project are included in this Offering Statement together with summaries of certain provisions of the Series 2023A Certificates, the Series 2023A Lease Agreement, the Series 2023A Trust Agreement, the Series 2023A Assignment, the Series 2023A Ground Lease, and the Series 2023A Ground Lease Assignment. Such descriptions and summaries do not purport to be comprehensive or definitive. All references herein to the Series 2023A Certificates, the Series 2023A Lease Agreement, the Series 2023A Trust Agreement, the Series 2023A Assignment, the Series 2023A Ground Lease, and the Series 2023A Ground Lease Assignment are qualified in their entirety by reference to the respective complete documents. Copies of forms of the Series 2023A Trust Agreement, the Series 2023A Lease Agreement, the Series 2023A Assignment, the Series 2023A Ground Lease, and the Series 2023A Ground Lease Assignment are included herein as Appendices D, E, F, and G, respectively.

Unless otherwise indicated, capitalized terms used in this Offering Statement shall have the same meanings established in the documents referenced in the foregoing paragraph. See "APPENDIX C – MASTER TRUST AGREEMENT AND FORM OF SERIES 2023A SUPPLEMENTAL TRUST AGREEMENT" attached hereto.

AUTHORIZATION

Pursuant to the applicable provisions of the laws of the State of Florida (the "State"), including particularly Chapters 1000 through 1013, Florida Statutes (collectively, the "Act"), and the judicial decisions related thereto, the Board has the power and authority to enter into transactions such as that contemplated by the Series 2023A Lease Agreement, the Series 2023A Ground Lease, and the Series 2023A Trust Agreement. The Board authorized doing so pursuant to a resolution duly adopted by the Board on February 28, 2023 (the "Resolution").

PURPOSE OF THE SERIES 2023A CERTIFICATES

The Series 2023A Certificates are being issued (i) to finance a portion of the cost of the acquisition, construction, installation, and/or equipping of the Series 2023A Project, and (ii) to pay certain costs and expenses associated with the issuance of the Series 2023A Certificates. See "THE SERIES 2023A PROJECT" herein.

DESCRIPTION OF THE SERIES 2023A CERTIFICATES

General

The Series 2023A Certificates will be dated the date of delivery, will mature in the years and principal amounts and accrue interest at the fixed interest rates set forth on the inside cover page of this Offering Statement. The Series 2023A Certificates will initially be issued exclusively in "book-entry" form and ownership of one fully registered Series 2023A Certificate for each maturity as set forth on the inside cover page, each in the aggregate principal amount of such maturity, will be initially registered in the name of "Cede & Co." as nominee of The Depository Trust Company, New York, New York ("DTC"). The principal of and interest on the Series 2023A Certificates are payable in the manner set forth under "THE DESCRIPTION OF THE SERIES 2023A CERTIFICATES – Book-Entry Only System" herein. Individual purchases of the Series 2023A Certificates will be made in increments of $5,000 or integral multiples thereof.

The interest due on the Series 2023A Certificates is payable on January 1 and July 1 of each year, commencing _____ 1, 2023 (each, a "Payment Date"), to and including the date of maturity or earlier prepayment thereof. Such interest portion represents an undivided proportionate interest in the Interest Component of Basic Rent Payments due on the June 15 and December 15 prior to each Payment Date, commencing _____ 15, 2023, to and including the maturity or earlier prepayment of the Series 2023A Certificates under the Series 2023A Lease Agreement. The interest on the Series 2023A Certificates will be computed on the basis of a 360-day year comprised of twelve 30-day months. The principal of the Series 2023A Certificates is payable July 1 of each year, commencing July 1, 20__, to and including the date of maturity or earlier prepayment of the Series 2023A Certificates. The Principal Component of Basic Rent Payments represented by the Series 2023A Certificates represents an undivided proportionate interest in the Principal Component of Basic Rent Payments due on June 15 of each year, to and including the maturity date or earlier prepayment of the Series 2023A Certificates under the Series 2023A Lease Agreement.

The principal or Prepayment Price of the Series 2023A Certificates is payable at the Principal Office of the Trustee in Fort Lauderdale, Florida. Payment of the principal of the Series 2023A Certificates shall be made upon the presentation and surrender of such Series 2023A Certificates as the same shall

become due and payable. Payment of interest on the Series 2023A Certificates shall be by check or draft mailed on each Payment Date to the Owner as of the close of business on the 15th day of the month (whether or not a Business Day) next preceding each Payment Date (the "Record Date") at the address as it appears on the Certificate Register maintained by the Trustee; except that, if and to the extent that there shall be a default in payment of interest due on such Payment Date, such defaulted interest payment shall be paid to the Owners in whose name any such Series 2023A Certificates are registered at the close of business on the 15th day preceding the date of payment of such defaulted interest payment; provided however, that at the request and expense of the Owner of $1,000,000 or more in aggregate principal amount of Outstanding Series 2023A Certificates, interest shall be paid by wire transfer on the interest Payment Date to a bank account located in the continental United States and designated in writing to the Trustee by said Owner five days prior to such interest Payment Date. Notwithstanding the above, reference is made to the book-entry system of registration described under "THE DESCRIPTION OF THE SERIES 2023A CERTIFICATES – Book-Entry Only System."

Book-Entry Only System

THE INFORMATION IN THIS SECTION CONCERNING DTC AND DTC'S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CORPORATION AND THE BOARD BELIEVE TO BE RELIABLE, BUT NEITHER THE CORPORATION NOR THE BOARD TAKE ANY RESPONSIBILITY FOR THE ACCURACY THEREOF.

DTC will act as securities depository for the Series 2023A Certificates. The Series 2023A Certificates will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered certificate will be issued for each maturity of the Series 2023A Certificates, in the aggregate principal amount of such maturity and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2023A Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2023A Certificates on DTC's records. The ownership interest of each actual purchaser of each Series 2023A Certificate (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. The Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2023A Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. The Beneficial Owners will not receive certificates representing their ownership interests in the Series 2023A Certificates, except in the event that use of the book entry system for the Series 2023A Certificates is discontinued.

To facilitate subsequent transfers, all Series 2023A Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2023A Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2023A Certificates. DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2023A Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to the Beneficial Owners will be governed by arrangements made among them, subject to any statutory or regulatory requirements as may be in effect from time to time. The Beneficial Owners of the Series 2023A Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2023A Certificates, such as prepayments, defaults, and proposed amendments to the Series 2023A Certificate documents. For example, the Beneficial Owners of the Series 2023A Certificates may wish to ascertain that the nominee holding the Series 2023A Certificates for their benefit has agreed to obtain and transmit notices to the Beneficial Owners. In the alternative, the Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of the notices be provided directly to them.

Prepayment notices shall be sent to DTC. If less than all of the Series 2023A Certificates are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2023A Certificates to be prepaid.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2023A Certificates unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Board as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2023A Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Prepayment proceeds and other payments on the Series 2023A Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's

practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Board or the Trustee on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to the Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Board, subject to any statutory and regulatory requirements as may be in effect from time to time. Payment of prepayment proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Board and/or the Trustee for the Series 2023A Certificates. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

None of the Corporation, the Board or the Trustee can give any assurances that DTC, Direct Participants, Indirect Participants or others will distribute payments of principal of, premium, if any, and interest on the Series 2023A Certificates paid to DTC or its nominee, or any prepayment or other notices, to the Beneficial Owners, or that they will do so on a timely basis or that DTC will serve or act in a manner described in this Offering Statement.

For every transfer and exchange of beneficial interests in the Series 2023A Certificates, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other government charge that may be imposed in relation thereto.

DTC may discontinue providing its services as securities depository with respect to the Series 2023A Certificates at any time by giving reasonable notice to the Board. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2023A Certificates are required to be printed and delivered.

The Board may decide to discontinue use of the book-entry transfers through DTC (or a successor securities depository). In that event, Series 2023A Certificates will be printed and delivered to DTC.

Optional Prepayment

The Series 2023A Certificates maturing on or before July 1, 20__ are not subject to prepayment at the option of the Board. The Series 2023A Certificates maturing on and after July 1, 20___ may be prepaid, from prepayments of Basic Rent made by the Board pursuant to the Series 2023A Lease Agreement, in whole or in part on July 1, 20___ or any date thereafter, and if in part, in such order of maturities as may be designated by the Board or if not so designated, in the inverse order of maturities, and by lot within a maturity in such manner as may be designated by the Trustee, at a Prepayment Price equal to the principal portion of Series 2023A Certificates to be prepaid, plus accrued interest to the prepayment date.

Mandatory Sinking Fund Prepayment

The Series 2023A Certificates maturing on July 1, 20___ are subject to mandatory prepayment prior to maturity in part, from payments of the principal portion of Basic Rent Payments on each July 1 in the years and in the amounts set forth below at a Prepayment Price of par plus the interest accrued to the prepayment date.

Year	Amortization Installment

* Maturity

No Extraordinary Prepayment

The Series 2023A Certificates shall not be subject to extraordinary prepayment from Net Proceeds of insurance or condemnation, and any amounts received therefrom shall be applied as provided in the Series 2023A Lease Agreement, as more particularly described below.

Notwithstanding the provisions set forth in Sections 5.08(c) and (d) of the Series 2023A Lease Agreement, the Board may elect not to repair, restore or replace the Series 2023A Project or any portion thereof which has been destroyed, damaged or lost or condemned, with the Net Proceeds of any insurance or condemnation award, by filing a certificate with the Trustee for the Series 2023A Certificates stating that (i) the Board has made such an election and (ii) it is not in the best interests of the Board to repair, restore or replace such Series 2023A Project or portion thereof. Upon such an election, if the Net Proceeds are not greater than the amount of the Lease Payments coming due in the current and immediately following Fiscal Year under Lease Schedule No. 2023A, then such amounts shall be used first, to pay the Interest Component of the Series 2023A Certificates for the next two interest Payment Dates and then to pay the Principal Component next coming due. In the event the Net Proceeds are greater than the amount of the Lease Payments coming due under Lease Schedule No. 2023A in the current and immediately following Fiscal Year, at the option of the Board, the Board shall apply the Net Proceeds of such insurance or condemnation award to (i) the acquisition, construction and installation of other Land and/or Buildings to be used for educational purposes that will be subject to Lease Schedule No. 2023A or (ii) upon receipt of an approving opinion of Special Counsel, to the Series 2023A Subaccount of the Interest Account, or Series 2023A Subaccount of the Principal Account, as applicable, to be credited against the payments next due to such accounts or subaccounts. The provisions of Section 5.08(d) of the Lease Agreement shall not apply to the Series 2023A Project.

Selection of Series 2023A Certificates for Prepayment

When Series 2023A Certificates are to be selected for prepayment by lot, selection of Series 2023A Certificates for prepayment shall be in such manner as the Trustee shall determine; provided, however, that the portion of any Series 2023A Certificate to be prepaid shall be in the principal amount of $5,000 or any whole multiple thereof, and that in selecting portions of Series 2023A Certificates for prepayment, the Trustee shall treat each such Series 2023A Certificate as representing the number of Series 2023A Certificates which is obtained by dividing the principal amount with respect to such Series 2023A Certificate by $5,000.

DTC Procedures

Investors should note that while DTC is the registered owner of the Series 2023A Certificates, partial prepayments of the Series 2023A Certificates will be determined in accordance with DTC's procedures. The Board intends that prepayment allocations made by DTC, the DTC Participants, or such

other intermediaries that may exist between the Board and the Beneficial Owners of the Series 2023A Certificates be made in accordance with the method of selection of Series 2023A Certificates for a partial prepayment described herein. However, the selection of the Series 2023A Certificates for prepayment in DTC's book-entry-only system is subject to DTC's practices and procedures as in effect at the time of any such partial prepayment. The Board can provide no assurance that DTC or the DTC Participants or any other intermediaries will allocate prepayments among Beneficial Owners in accordance with the method of selection of Series 2023A Certificates for a partial prepayment described above.

Notice of Prepayment

When prepayment of the Series 2023A Certificates is authorized or required pursuant to the provisions of the Series 2023A Trust Agreement, the Trustee shall give to the Owners of the Series 2023A Certificates to be prepaid, notice, at the expense of the Board, of the prepayment of the Series 2023A Certificates. Such notice shall state: (i) the CUSIP numbers of all Series 2023A Certificates being prepaid, (ii) the original issue date of such Series 2023A Certificates, (iii) the maturity date and rate of interest borne by each Series 2023A Certificate being prepaid, (iv) the prepayment date, (v) the Prepayment Price, (vi) the date on which such notice is mailed, (vii) if less than all Outstanding Series 2023A Certificates are to be prepaid, the certificate number (and, in the case of a partial prepayment of any Series 2023A Certificate, the principal amount) of each Series 2023A Certificate to be prepaid, (viii) that on such prepayment date, there shall become due and payable upon each Series 2023A Certificate to be prepaid the Prepayment Price thereof, or the Prepayment Price of the specified portions of the principal thereof in the case of Series 2023A Certificates to be prepaid in part only, together with interest accrued thereon to the prepayment date, and that from and after such date, interest thereon shall cease to accrue and be payable, and (ix) that the Series 2023A Certificates to be prepaid, whether as a whole or in part, are to be surrendered for payment of the Prepayment Price at the designated corporate trust office of the Trustee at an address specified.

Notice of such prepayment shall be given by mail, postage prepaid, not more than 60 days or fewer than 30 days prior to the date of prepayment, to the Owners of any Series 2023A Certificates to be prepaid. Failure to receive such mailing by any Owners of Series 2023A Certificates shall not be a condition precedent to such prepayment, and any defect in such notice as mailed, shall not affect the validity of the proceedings for the prepayment of the Series 2023A Certificates for which notice was given.

So long as the Series 2023A Certificates are issued in book-entry only form, notice of prepayment will be mailed, postage prepaid (not less than 30 days before the Prepayment Date in the case of optional prepayment, unless a different notice period is required by DTC) to Cede & Co., as nominee for DTC, and the Trustee will not mail any prepayment notice directly to the Beneficial Owners of the Series 2023A Certificates. See "THE SERIES 2023A CERTIFICATES – Book-Entry Only System."

Notwithstanding the provisions of the Master Trust Agreement, notice of any prepayment of Series 2023A Certificates shall either (i) explicitly state that the proposed prepayment is conditioned on there being on deposit in the applicable fund or account on the prepayment date sufficient funds to pay the full prepayment price of the Series 2023A Certificates to be prepaid, or (ii) be sent only if sufficient funds or Refunding Securities to pay the full Prepayment Price of the Series 2023A Certificates to be prepaid is on deposit in the applicable fund or account. In the event the conditions stated in the notice of prepayment are not satisfied on the proposed prepayment date, such prepayment shall not occur and such notice of prepayment shall be of no further force or effect. Except as provided herein, the Series

2023A Certificates shall be called for prepayment upon the notice and in the manner provided in the Master Trust Agreement.

Negotiability, Registration, Transfer and Exchange

So long as the Series 2023A Certificates are registered in the name of Cede & Co., as the nominee of DTC, the transfer and exchange of any Series 2023A Certificates shall be governed by rules established between DTC and its Participants. Upon the discontinuance of the book-entry-only registration system for the Series 2023A Certificates, the following provisions described under this subheading shall apply for the Beneficial Owners.

The Trustee shall keep or cause to be kept a Certificate Register for the Series 2023A Certificates, which shall at all times be open to inspection by the Board and the Corporation; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register the transfer or cause to be registered the transfer, on the Certificate Register of the Series 2023A Certificates as provided in the Series 2023A Trust Agreement.

The transfer of any Series 2023A Certificate may be registered only upon the Certificate Register upon surrender thereof to the Trustee together with an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such registration of transfer, the Trustee shall authenticate and deliver in exchange for such Series 2023A Certificate a new registered Series 2023A Certificate or Series 2023A Certificates, registered in the name of the transferee, of any denomination or denominations authorized by the Series 2023A Trust Agreement in the aggregate principal amount equal to the principal amount of such Series 2023A Certificate surrendered or exchanged, of the same maturity and bearing interest at the same rate.

In all cases in which Series 2023A Certificates shall be exchanged or the transfer of Series 2023A Certificates shall be registered under the Series 2023A Trust Agreement, the Trustee shall authenticate and deliver at the earliest practicable time Series 2023A Certificates in accordance with the provisions of the Series 2023A Trust Agreement. All Series 2023A Certificates surrendered in any such exchange or registration of transfer shall forthwith be cancelled by the Trustee. No service charge shall be made for any registration, transfer, or exchange of Series 2023A Certificates, however the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2023A Certificates as a condition precedent to such registration, transfer or exchange. The Trustee shall not be required to transfer or exchange Series 2023A Certificates (i) during a period beginning at the opening of business 15 days before the day of the mailing of a notice of prepayment of Series 2023A Certificates and ending at the close of business on the day of such mailing, (ii) so selected for prepayment in whole or in part, or (iii) during a period beginning at the opening of business on the Record Date next preceding a date set for payment of interest and ending on such interest Payment Date.

The Series 2023A Certificates, upon surrender thereof at the designated corporate trust office of the Trustee, together with an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for an equal aggregate principal amount of the Series 2023A Certificates of the same maturity, of any denomination or denominations authorized by the Series 2023A Trust Agreement, bearing interest at the same rate, and in the same form as the Series 2023A Certificates surrendered for exchange.

Ownership of Series 2023A Certificates

The Trustee shall deem and treat the Person in whose name any Outstanding Series 2023A Certificate shall be registered upon the Certificate Register as the absolute Owner of such Series 2023A Certificate, whether such Series 2023A Certificate shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and interest payments with respect to such Series 2023A Certificate and for all other purposes, and all such payments so made to any such Owner or upon his order shall be valid and effective to satisfy and discharge the liability upon such Series 2023A Certificate to the extent of the sum or sums so paid, and neither the Corporation, the Board nor the Trustee shall be affected by any notice to the contrary.

Series 2023A Certificates Mutilated, Destroyed, Stolen, or Lost

In case any Series 2023A Certificate secured by the Series 2023A Trust Agreement shall become mutilated or be destroyed, stolen or lost, the Trustee shall cause to be executed, shall authenticate and deliver, a new Series 2023A Certificate of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Series 2023A Certificate or in lieu of and in substitution for such Series 2023A Certificate destroyed, stolen or lost, and the Owner shall pay the reasonable expenses and charges of the Trustee in connection therewith and, in case of a Series 2023A Certificate destroyed, stolen, or lost, the Owner shall file with the Trustee evidence satisfactory to it that such Series 2023A Certificate was stolen, destroyed or lost, and of his ownership thereof, and as a condition precedent to delivery of such new Series 2023A Certificate the Trustee may require indemnity satisfactory to it.

Every Series 2023A Certificate issued pursuant to the provisions of the Series 2023A Trust Agreement in exchange or substitution for any Series 2023A Certificate which is mutilated, destroyed, lost or stolen shall constitute an additional contractual obligation pursuant to the terms of the Series 2023A Trust Agreement, whether or not the destroyed, lost or stolen Series 2023A Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of the Series 2023A Trust Agreement equally and proportionately with any and all other Series 2023A Certificates duly issued under the Series 2023A Trust Agreement.

Completion Certificates

Completion Certificates may be issued under and secured by the Master Trust Agreement, subject to the conditions therein provided, to provide necessary funds to complete payment of the Costs of a Project previously financed under the Master Trust Agreement or to finance additional property which shall be added to a Project or which shall be substituted for a portion of a Project. Such Completion Certificates, for purposes of the Master Trust Agreement, the Master Lease and any applicable Ground Lease shall constitute a part of the same Series of Certificates as to Certificates issued to pay the original costs of the Project.

The proceeds of the Completion Certificates may also be used to make any additional required deposits into the Subaccount of the Reserve Account securing such Completion Certificates, fund capitalized interest on such Completion Certificates and pay Costs of Issuance, and shall be deposited in the Pledged Accounts established therefor in such manner and in such amounts as determined by the Supplemental Trust Agreement relating to the authorization of such Completion Certificates. The Completion Certificates shall be secured on a parity with the Series of Certificates issued to pay the original costs of the Project in accordance with the terms of the Master Trust Agreement.

Refunding Certificates

Refunding Certificates may be issued under and secured by the Master Trust Agreement, subject to the conditions therein provided, at any time or times for the purposes of (i) providing funds for refunding part or all of the Certificates (and the Basic Rent Payments related thereto) at or prior to their maturity or maturities, including the payment of any Prepayment Premium thereon and interest which will accrue on such Certificates to their date of payment, (ii) making a deposit, if necessary, to the subaccount of the Reserve Account which shall secure such Refunding Certificates, and (iii) paying the Costs of Issuance relating to said Refunding Certificates.

In order to issue Refunding Certificates the Trustee must have received, among other items, a report of a certified public accountant or firm of certified public accountants verifying the mathematical accuracy of calculations supplied by the Board, or its designee, that the proceeds of such Refunding Certificates plus any other moneys available for such purpose including investment earnings, shall be not less than an amount sufficient to pay the principal of and the Prepayment Premium, if any, on the Certificates to be refunded and the Interest Component of the Basic Rent represented by such Certificates which will accrue thereon to the redemption date or maturity dates applicable thereto.

Other than for amounts required to pay Costs of Issuance or to make deposits to the appropriate subaccount of the Reserve Account, the proceeds of such Refunding Certificates and any other moneys received by the Trustee for such purpose, shall be held by the Trustee in a special fund appropriately designated, to be held in trust for the sole and exclusive purpose of paying the principal of, Prepayment Premium, if any, and interest on the Certificates to be refunded, all as provided in the Master Trust Agreement. The Refunding Certificates shall be secured in the same manner and from the same Pledged Accounts as the Certificates to be refunded in accordance with the terms of the Master Trust Agreement.

Additional Series of Certificates

Additional Series of Certificates may be issued under the Master Trust Agreement, in addition to the Prior Certificates (as defined herein) and the Series 2023A Certificates, to finance additional projects under the Master Lease. The amount of such additional Series of Certificates which may be issued under the Master Trust Agreement is not limited. See "SECURITY FOR THE SERIES 2023A CERTIFICATES – Additional Series of Certificates" herein.

SECURITY FOR THE SERIES 2023A CERTIFICATES

General

The Series 2023A Certificates evidence undivided proportionate interests of the Owners thereof in the Principal Component and Interest Component of Basic Rent Payments to be made by the Board under the Series 2023A Lease Agreement. The Series 2023A Certificates are secured by and payable from the Trust Estate established for the Series 2023A Certificates pursuant to the Series 2023A Trust Agreement (the "Trust Estate"). The Trust Estate consists of: (i) all right, title, and interest in the funds, accounts, and subaccounts established under the Series 2023A Supplemental Trust Agreement and the cash, securities, and investments of which they are comprised (other than the Rebate Fund); (ii) all right, title, and interest of the Corporation in, to, and under the Series 2023A Ground Lease and the Series 2023A Lease Agreement and the right to receive the Lease Payments under the Series 2023A Lease

Agreement but excluding any rights of the Corporation to indemnification set forth therein, its right to enter into Lease Schedules from time to time and certain other obligations provided in the Series 2023A Lease Agreement; (iii) all right, title, and interest of the Trustee under the Series 2023A Assignment and the Series 2023A Ground Lease Assignment; (iv) any moneys received by the Trustee which are derived from the exercise by the Trustee, as assignee of the Corporation, of any of the remedies under the Series 2023A Trust Agreement, the Series 2023A Lease Agreement, the Series 2023A Ground Lease, or any mortgage agreement, if any, entered into pursuant to the Series 2023A Trust Agreement; and (v) all property which by the express provisions of the Series 2023A Trust Agreement, the Series 2023A Lease Agreement, or the Series 2023A Ground Lease is required to be subject to the lien of the Series 2023A Trust Agreement, and any additional property that may from time to time hereafter expressly be made subject to the lien of the Series 2023A Trust Agreement by the Trustee, the Corporation, or the Board or anyone authorized to act on their behalf.

Neither the Corporation nor the Board will mortgage or grant a security interest in the Series 2023A Project to the Trustee. Upon termination of the Series 2023A Lease Agreement upon the occurrence of an Event of Non-Appropriation or in the case of certain Events of Default, however, the Series 2023A Lease Agreement provides that the Board must surrender possession of the Series 2023A Project to the Trustee as assignee of the Corporation for disposition by sale or re-letting of its interest in the Series 2023A Project as provided in the Series 2023A Trust Agreement. Any proceeds of any such disposition of the Series 2023A Project will be applied to the payment of the Series 2023A Certificates, after payment of the expenses of the Trustee, in accordance with the terms of the Series 2023A Lease Agreement. With respect to the Series 2023A Lease Agreement, the Board may not be dispossessed of any Designated Equipment financed, in whole or in part, with proceeds of the Series 2023A Certificates, which includes all equipment components not constituting fixtures of the Series 2023A Project. See "THE SERIES 2023A PROJECT" for a description of the Series 2023A Project against which the Trustee may exercise rights on behalf of the Owners of the Series 2023A Certificates. See also "THE SERIES 2023A LEASE AGREEMENT – Effect of Termination for Non-Appropriation or Default."

Lease Payments

All Lease Payments and all other amounts required to be paid by the Board under the Series 2023A Lease Agreement, the Prior Leases, and all other Leases will be made from moneys and revenues of the Board authorized by law and regulations of the State of Florida Department of Education to be used for such purpose (the "Available Revenues") and budgeted and appropriated for such purpose by the Board. Revenues available to the District for operational purposes and capital projects such as the Series 2023A Project are described under "OPERATING REVENUE OF THE DISTRICT" and "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS." Such revenues may also be used to pay other outstanding obligations of the District.

The Master Trust Agreement, as amended and supplemented by the Series 2023A Supplemental Trust Agreement, provides for the establishment and maintenance in the Lease Payment Fund of a Series 2023A Subaccount of the Interest Account and a Series 2023A Subaccount of the Principal Account for deposit of Basic Rent Payments appropriated and paid under the Series 2023A Lease Agreement. Separate subaccounts are established in the Lease Payment Fund for each new Series of Certificates issued under the Master Trust Agreement. Lease Payments due under the Lease Schedules to the Master Lease are subject to annual appropriation by the Board on an all-or-none basis and are payable solely from the Available Revenues appropriated by the Board for such purposes; provided that Lease Payments with respect to a particular Lease Schedule and Series of Certificates may be additionally and

separately secured by a Credit Facility. Such additional Projects may be financed through the sale of additional Series of Certificates under the Master Trust Agreement. There is no limit on the number of additional Projects that may be financed under the Master Lease. THE BOARD MAY NOT BUDGET AND APPROPRIATE LEASE PAYMENTS DUE FOR A PORTION OF THE PROJECTS LEASED UNDER THE MASTER LEASE; IT MUST BUDGET AND APPROPRIATE LEASE PAYMENTS FOR ALL PROJECTS OR NONE OF THEM. THERE CAN BE NO ASSURANCE THAT SUFFICIENT AVAILABLE REVENUES WILL BE APPROPRIATED OR OTHERWISE BE MADE AVAILABLE TO MAKE ALL OF THE LEASE PAYMENTS DUE UNDER THE MASTER LEASE.

Limited Obligation of the Board

THE BASIC RENT PAYMENTS AND, CONSEQUENTLY, THE SERIES 2023A CERTIFICATE PRINCIPAL AMOUNT AND SERIES 2023A CERTIFICATE INTEREST PAYMENTS ARE PAYABLE SOLELY FROM THE BOARD'S AVAILABLE REVENUES SPECIFICALLY BUDGETED FOR SUCH PURPOSE. THE BASIC RENT PAYMENTS ARE SUBJECT TO ANNUAL APPROPRIATION BY THE BOARD. THE SERIES 2023A CERTIFICATE PAYMENTS OF PRINCIPAL AND INTEREST AND THE PAYMENTS DUE FROM THE BOARD UNDER THE SERIES 2023A LEASE AGREEMENT AND THE CONTRACTUAL OBLIGATIONS OF THE BOARD UNDER THE SERIES 2023A LEASE AGREEMENT DO NOT CONSTITUTE A GENERAL OBLIGATION OR A PLEDGE OF THE FAITH AND CREDIT OF THE BOARD, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NEITHER THE CORPORATION, THE TRUSTEE, NOR ANY SERIES 2023A CERTIFICATE HOLDER MAY COMPEL THE LEVY OF ANY AD VALOREM TAXES BY THE BOARD TO PAY ANY LEASE PAYMENTS.

Additional Leases

The Board has previously entered into the Prior Leases and may enter into other Leases under the Master Lease in addition to the Series 2023A Lease Agreement and the Prior Leases. See "THE MASTER LEASE-PURCHASE PROGRAM." Failure to appropriate Available Revenues to make Lease Payments under any Lease will, and certain Events of Default under a Lease may, result in the termination of the Lease Term of all Leases, including the Series 2023A Lease Agreement. Upon any such termination of the Lease Term of all Leases, the Board must surrender all Projects (except for certain Designated Equipment), including the Series 2023A Project (except for certain Designated Equipment), to the Trustee for sale or re-letting of the Trustee's interest. The proceeds of any such disposition of the Series 2023A Project will be applied to the payment of the Series 2023A Certificates, after payment of the expenses of the Trustee, in accordance with the terms of the Series 2023A Lease Agreement. With respect to the Series 2023A Lease Agreement, the Board may not be dispossessed of any Designated Equipment financed, in whole or in part, with proceeds of Series 2023A Certificates. Except as herein described, in no event will Owners of the Series 2023A Certificates have any interest in or right to the proceeds of the disposition of Projects financed or refinanced with the proceeds of another Series of Certificates. There can be no assurance that the remedies available to the Trustee upon any such termination of the Lease Term of all Leases and the disposition of the Series 2023A Project against which the Trustee has rights will produce sufficient amounts to pay the Outstanding Series 2023A Certificates.

For a discussion of remedies available to the Trustee upon the occurrence of an Event of Non-Appropriation of funds to pay Lease Payments or upon the occurrence of an Event of Default, see "THE SERIES 2023A LEASE AGREEMENT – Termination of Lease Term" and "– Effect of Termination for Non-

Appropriation or Default" and "APPENDIX D – MASTER LEASE-PURCHASE AGREEMENT AND FORM OF LEASE SCHEDULE NO. 2023A."

Additional Certificates; Outstanding Certificates

With respect to any additional Schedules, one or more series of additional Series of Certificates may be authorized by the Corporation at the request of the Board and executed and delivered by the Trustee for the purpose of: (a) financing the cost of acquisition, construction, and equipping of any Project; (b) financing the cost of completing the acquisition, construction, installation, and equipping of any Project; (c) refinancing or refunding Outstanding Certificates; (d) funding a Reserve Account in an amount equal to the applicable Reserve Requirement, if any; (e) capitalizing the interest portion of Basic Rent Payments during construction; or (f) paying the applicable Costs of Issuance. The aggregate principal amount of additional Series of Certificates, which may be executed and delivered under the provisions of the Master Trust Agreement, is not limited, except as may be provided with respect to a particular series of additional Series of Certificates in any Supplemental Trust Agreement creating such Series.

Unless otherwise set forth in a Supplemental Trust Agreement authorizing the issuance of more than one Series of Certificates, each Certificate within a Series of Certificates executed and delivered pursuant to the Master Trust Agreement shall rank pari passu and be equally and ratably secured under the Master Trust Agreement with each other Certificate of such Series, but not with any Certificates of any other Series, without preference, priority, or distinction of any such Certificate over any other such Certificate, except that to the extent that Basic Rent Payments available for payment to all Certificate holders are less than all amounts owed with respect to all Series of Certificates on any Payment Date, such amounts available shall be applied on a pro rata basis to Certificate holders of all Series in accordance with the ratio that the principal balance of each Series of Certificates Outstanding bears to the total amount of Certificates Outstanding under the Series 2023A Trust Agreement.

Completion Certificates and Refunding Certificates may also be issued under the Series 2023A Trust Agreement. See, respectively, "THE SERIES 2023A CERTIFICATES – Completion Certificates" and "THE SERIES 2023A CERTIFICATES – Refunding Certificates" herein.

Non-Appropriation Risk

THE BOARD IS NOT LEGALLY REQUIRED TO APPROPRIATE AVAILABLE REVENUES FOR THE PURPOSE OF MAKING LEASE PAYMENTS. UNDER THE MASTER LEASE THE BOARD MAY NOT BUDGET AND APPROPRIATE AVAILABLE REVENUES TO MAKE LEASE PAYMENTS SELECTIVELY ON A LEASE BY LEASE BASIS, BUT MUST APPROPRIATE SUCH AVAILABLE REVENUES FOR ALL LEASES OR NONE OF THEM. IF, FOR ANY FISCAL YEAR, THE BOARD DOES NOT APPROVE A BUDGET WHICH APPROPRIATES SUFFICIENT AVAILABLE REVENUES (WITHOUT REGARD TO ANY CREDITS FROM EARNINGS ON AMOUNTS HELD IN THE FUNDS AND ACCOUNTS ESTABLISHED UNDER THE SERIES 2023A TRUST AGREEMENT) IN A LINE ITEM SPECIFICALLY IDENTIFIED FOR PAYMENT OF ITS OBLIGATIONS UNDER THE MASTER LEASE, SUCH FAILURE SHALL CONSTITUTE AN EVENT OF NON-APPROPRIATION AND THE MASTER LEASE SHALL TERMINATE AS OF THE LAST DAY OF THE INITIAL LEASE TERM OR THE LAST RENEWAL LEASE TERM FOR WHICH AVAILABLE REVENUES HAVE BEEN BUDGETED AND APPROPRIATED AND THE BOARD WILL NOT BE OBLIGATED TO PAY ANY BASIC RENT

PAYMENTS ACCRUING OR ARISING BEYOND SUCH LAST DAY. IN SUCH EVENT, THE BOARD IS REQUIRED TO SURRENDER USE, POSSESSION, AND CONTROL OF ALL PROJECTS (OTHER THAN DESIGNATED EQUIPMENT) LEASED UNDER THE MASTER LEASE, INCLUDING THE PRIOR PROJECTS AND THE SERIES 2023A PROJECT TO THE TRUSTEE. FOR A DISCUSSION OF REMEDIES AVAILABLE TO THE TRUSTEE IN THE EVENT OF THE NON-APPROPRIATION OF FUNDS TO PAY LEASE PAYMENTS, SEE "THE SERIES 2023A LEASE AGREEMENT – TERMINATION OF LEASE TERM" AND "– EFFECT OF TERMINATION FOR NON-APPROPRIATION OR DEFAULT." THERE CAN BE NO ASSURANCE THAT THE REMEDIES AVAILABLE TO THE TRUSTEE IN THE EVENT OF NON-APPROPRIATION WILL PRODUCE SUFFICIENT AMOUNTS TO FULLY PAY THE OUTSTANDING CERTIFICATES FOR PAYING SUCH CLAIMS.

No Reserve Account for Series 2023A Certificates

There is no Reserve Account for the Series 2023A Certificates. However, pursuant to a Supplemental Trust Agreement authorizing the issuance of any Series of Certificates, there may be established and maintained a separate Reserve Account to secure the payment of the principal and interest related to such Series of Certificates. Each such Reserve Account shall secure only the Series of Certificates for which it has been established. See "APPENDIX C – MASTER TRUST AGREEMENT AND FORM OF SERIES 2023A SUPPLEMENTAL TRUST AGREEMENT."

Uniform Commercial Code

The Series 2023A Certificates will have all the qualities and incidents of an investment security under the Uniform Commercial Code-Investment Securities Law of the State and under such law are exempt from the provisions of the Uniform Commercial Code relating to secured transactions.

MUNICIPAL BOND INSURANCE POLICY OPTION

THE INFORMATION IN THIS SECTION CONCERNING THE POLICY (AS DEFINED HEREIN) AND _____ HAS BEEN OBTAINED FROM ASSURED GUARANTY MUNICIPAL CORP. NONE OF THE BOARD, THE DISTRICT, OR THE UNDERWRITERS TAKE RESPONSIBILITY FOR THE ACCURACY THEREOF.

All or a portion of the scheduled payment of the principal portion and interest portion of Basic Rent Payments represented by the Series 2023A Certificates when due may be guaranteed under a Municipal Bond Insurance Policy (the "Policy") to be issued concurrently with the delivery of the Series 2023A Certificates by _____ (the "Insurer"). **The Board will make the determination whether to purchase the Policy to insure all or a portion of the Series 2023A Certificates, if any (the "Insured Series 2023A Certificates"), at the time the Series 2023A Certificates are priced.** See "RISK FACTORS – Certificate Insurance Risk Factors" and "RISK FACTORS – No Right of Insured Series 2023A Certificate Owners to Direct Remedies" herein.

MASTER LEASE PROJECTS

The Series 2023A Project is being financed under the Board's existing Master Lease as part of the Board's master lease purchase program (the "Master Lease Program") with the Corporation. The Projects financed or refinanced by the Board under the Master Lease Program are subject to annual appropriation on an all or none basis. For the Fiscal Year 2022-23, there are approximately 13 schools and two additions

to two schools leased under the Master Lease. Based on the District's budgeted unweighted full time equivalent enrollment for Fiscal Year 2022-23 of approximately 51,737 students, approximately 15% of the District's students are attending classes in, or otherwise utilizing, the facilities leased under the Master Lease. Such percentage does not include the additional students that are expected to attend classes in, or otherwise utilize, the educational facilities constituting the Series 2023A Project upon completion of such facilities. To determine the above percentage, the number of students attending each facility was calculated as follows: for schools that are built and operating, the number of students budgeted for the Fiscal Year 2022-23 was used; for the additions or improvements, the number of student stations attributable to each specific classroom budgeted for Fiscal Year 2022-23 based on the type of school (elementary, middle, K-8 or high), but does not include cafeterias, media centers, and other facilities that do not have any student stations attributable to them. Additionally, upon completion of the Series 2023A Project, approximately 19% of all student stations in the District will be located in educational facilities subject to the Master Lease. For a complete description of the Projects under the Master Lease Program, see "THE SERIES 2023A PROJECT" and "EXISTING PROJECTS UNDER THE MASTER LEASE."

Pursuant to the Master Lease, the Board does not have the ability to appropriate funds to make Lease Payments on one Project or some combination of Projects only. The Board's annual appropriation for Basic Rent Payments must be for all Projects under the Master Lease Program or none of them. In the event the Board does not appropriate funds in its annual budget for all of such financed Projects, the Board would be required to surrender such Projects, including the Series 2023A Project (other than certain Designated Equipment), to the Trustee for the benefit of the Owners of the Certificates which financed or refinanced such Projects.

THE SERIES 2023A PROJECT

The Series 2023A Project

The Series 2023A Project consists of the lease-purchase financing of the acquisition and construction of the Blackburn Elementary School Renovation, the Haile Middle School Renovation, the Oneco Elementary School Renovation, and the Tara Elementary School Addition and Renovation, each as described below, including the Buildings and Equipment, the lease of the Series 2023A Lands by the Board to the Corporation pursuant to the Series 2023A Ground Lease, and the sublease of the Series 2023A Lands back to the Board. All of the Buildings and Equipment under the Series 2023A Lease Agreement are located within the District. The Board holds title to the Series 2023A Lands where the Series 2023A Project will be located. Upon termination of the Series 2023A Lease Agreement upon the occurrence of an Event of Non-Appropriation or in the case of certain Events of Default, the Board may not be dispossessed of any Designated Equipment. See "EXISTING PROJECTS UNDER THE MASTER LEASE – Designated Equipment" and "THE SERIES 2023A LEASE AGREEMENT – Effect of Termination for Non-Appropriation or Default" herein.

The following descriptions of the Series 2023A Project are general descriptions of the Series 2023A Project to be subject to the Master Lease. Under certain conditions of the Master Lease, the Board may substitute components of the Series 2023A Project and modify the plans and specifications therefor. See "THE SERIES 2023A PROJECT – Substitution of Series 2023A Project" herein.

Blackburn Elementary School Renovation. Project consists of replacement of one building and removal of one building; complete renovations of the existing campus that will include the replacement of roof systems, mechanical systems, and plumbing systems. Building envelope improvements including

window, door, and insulation systems; improve Campus Safety/Security including fire alarm, site improvements and on-site traffic queuing.

Haile Middle School Renovation. Project consists of roof systems replacement, mechanical systems, and associated piping, plumbing systems, and associated piping, building envelope improvements including window, door and insulation systems, improve campus safety/security, replace life safety systems including fire alarm, kitchen reconfiguration with partial equipment replacement, site improvements to include canopies, concrete walks and associated drainage, and deep energy retrofit.

Oneco Elementary School Renovation. Project consists of complete renovation of the existing facility, demolish of select structures, minor non-student station capacity buildings, replacing mechanical systems and associated piping, replace plumbing systems and associated piping, building envelope improvements including window, door, and insulation systems, improve Technology infrastructure, improve Campus Safety/Security, replace Life Safety Systems including fire alarm, site improvements including storm water and improve on-site traffic queuing.

Tara Elementary School Addition and Renovation. Project consists of a campus-wide renovation and addition; included are required site improvements, adding four (4) classrooms, improve traffic queuing, roof replacement, cabinetry and mill work as needed, doors and windows, painting, acoustical tile, flooring (VCT and carpet), building signage, plumbing, new mechanical system, upgrade to LED lighting throughout the campus, security upgrades to include fencing and Administration/ Reception Areas and removal of portables.

Estimated Series 2023A Project Budget

The following table sets forth the Board's current estimates of the cost of the Series 2023A Project. Actual costs may be greater or less than those shown. A portion of the costs of the Series 2023A Project will be funded from proceeds of the sale of the Series 2023A Certificates in an amount approximately equal to $135 million.

Facility	Site Improvement	Planning	Acquisition/ Construction	Total Project Cost
Blackburn Elementary School Renovation	$6,962,308	$1,625,422	$21,339,636	$29,927,366
Haile Middle School Renovation	$5,011,300	$2,843,849	$35,849,851	$43,705,000
Oneco Elementary School Renovation	$3,631,00	$2,848,849	$27,670,151	$34,150,000
Tara Elementary School Addition and Renovation	$4,256,207	$5,597,263	$25,407,330	$35,260,800

Substitution of Series 2023A Project

The Board may, at any time prior to the Completion Date for the Series 2023A Project, make modifications to the Series 2023A Project and substitute items or components constituting a portion of the Series 2023A Project, subject to the provisions of the Master Lease, if (i) the Board files with the Trustee, as assignee of the Corporation, a certificate of an Authorized Officer of the Board notifying the Trustee of

such modification, addition, or substitution, identifying the portion of the Series 2023A Project which is modified, added, or substituted, and certifying that after such modification, addition, or substitution, amounts on deposit in the subaccount of the Project Account relating to the Series 2023A Project, together with interest earnings thereon and any additional legally available sums of the Board deposited therein, will be sufficient to pay all remaining Costs of the Series 2023A Project, including Project Costs incurred in connection with such modification, addition, or substitution and any Project Costs which shall have accrued but remain unpaid as of such date; (ii) if the modification, addition, or substitution involves Equipment, either the items of substituted Equipment have a useful life equal to or greater than the useful life of the items of Equipment for which it has been substituted or the Credit Enhancer, if any, of the Series 2023A Certificates which shall finance the acquisition of such Equipment approves of a shorter useful life for such substituted Equipment; (iii) the Plans and Specifications, the Series 2023A Project Description, the Series 2023A Project Budget, the Series 2023A Project Schedule, and, if necessary, the Estimated Completion Date for the amended or modified Series 2023A Project are each amended, as necessary, to take into account the portion of the Series 2023A Project which is modified, added, or substituted; (iv) except as otherwise provided in the Master Lease, title to the substituted, added, or modified portion of the Series 2023A Project shall be in the name of the Corporation; (v) if the modification or substitution involves Equipment, the substituted, added, or modified Equipment shall be placed in the same Group as the Equipment for which there has been a substitution or the Credit Enhancer, if any, of the Series 2023A Certificates which shall finance the acquisition of such Equipment approves of the substituted or modified Equipment being placed in a different Group; and (vi) no change shall be made in the schedule of Basic Rent Payments.

EXISTING PROJECTS UNDER THE MASTER LEASE

The following descriptions of other Projects are general descriptions of projects currently subject to the Master Lease. Under certain conditions of the Master Lease, the Board may substitute components of the respective Projects and modify the plans and specifications therefor.

The Series 2007 Project

In December 2015, the Board entered into the Series 2007 Lease Agreement to refinance the Series 2007 Project. The Series 2007 Lease Agreement related to the Refunding Certificates of Participation (School Board of Manatee County, Florida Master Lease Program), Series 2015 (the "Series 2015 Certificates"), which are currently outstanding in the principal amount of $20,440,000. Subject to the Board's right of non-appropriation, the Series 2007 Lease Agreement is automatically renewable annually through June 30, 2027. The Series 2007 Project consisted of the acquisition, construction, and installation of five elementary schools, one middle school, and two academies. The following is a brief description of the schools comprising the Series 2007 Project.

Annie Lucy Williams Elementary School. The project was for a new school constructed at 3404 Fort Harnrner Road, Parish, Florida. The new school is an approximately 104,000 square foot, two story campus style school, containing approximately 823 student stations for grades pre-kindergarten through 5th. The school was completed in June of 2007.

Palmetto Elementary School. The project was for a replacement school constructed at 1540 10th Street West, Palmetto, Florida. The replacement school is approximately 104,000 square foot, two-story campus style school, containing approximately 823 student stations for grades pre-kindergarten through 5th. The school was completed in September of 20l0.

Manatee Technical Institute - Fire Academy. The project was for a new academy constructed at 5530 Lakewood Ranch Boulevard, Bradenton, Florida. The academy is an approximately 10,000 square foot building containing approximately 25 student stations for fire fighter training. This project was completed in May of 2007.

Manatee Technical Institute - Public Safety Academy. The project was for a new academy constructed at 5540 Lakewood Ranch Boulevard, Bradenton, Florida. The academy is an approximately 50,000 square foot building containing approximately 200 student stations for law enforcement training. This project was completed in December of 2007. The project constitutes Designated Equipment under the Series 2007 Lease Agreement.

Completion of King Middle School. The project was a replacement school constructed on the same campus as the existing King Middle School campus. This project was completed in August of 2006. The project constitutes Designated Equipment under the Series 2007 Lease Agreement.

Sea Breeze Elementary School. The project was for a wing addition constructed at 3601 71st Street West, Bradenton, Florida. The wing addition is an approximately 9,000 net square feet building containing approximately 144 student stations for grades pre-kindergarten through 5th. The addition was completed in July of 2008.

Completion of Daughtery Elementary School. The project was for the completion of a replacement elementary school constructed on the same campus as the existing Daughtery Elementary School campus. The completion date for this project was in March of 2008.

Myakka City Elementary School Improvements. The project was for the expansion of school storage areas and teacher planning areas, upgrades to the heating ventilation and air conditioning (HVAC), interior lighting and parking lot lighting. The completion date for this project was in August of 2011.

The Series 2009 Project

In October 2016, the Board entered into the Series 2009 Lease Agreement to refinance the Series 2009 Project. The Series 2009 Lease Agreement related to the Refunding Certificates of Participation (School Board of Manatee County, Florida Master Lease Program), Series 2016A (the "Series 2016A Certificates"), which are currently outstanding in the principal amount of $32,660,000. Subject to the Board's right of non-appropriation, the Series 2009 Lease Agreement is automatically renewable annually through June 30, 2029. The Series 2009 Project consisted of the acquisition, construction, and installation of two elementary schools, one high school, and one transportation and maintenance facility. The following is a brief description of the schools comprising the Series 2009 Project.

G.D. Rogers Garden Bullock Elementary. The project was for a new school located at 515 13th Avenue West, Bradenton, Florida 34205 on an approximate 8-acre site. The school has approximately 580 student stations for grades kindergarten through 5th. The school contains 80,500 square feet of classrooms, ancillary, administration, and support space. It also includes physical education space. The school was the District's first attempt to obtain the LEED Green Building Certification. The school opened in August of 2009.

Transportation and Maintenance Facility (Matzke Complex). The project is located at 2802 27th Street East, Bradenton, Florida on an approximate 24-acre site. The facility is a single story facility which houses several District departments including: Maintenance and Operations, Construction Services, Vehicle Maintenance, Transportation, Property and Records Retention, and Warehouse. The project included the construction of a 95,500 square foot facility and the renovation of 69,000 square feet. Certain existing buildings (nos. 4, 5, 24/25 and 41) at the Transportation and Maintenance Facility are not included in this project other than to tie in building systems. The project opened in August of 2011.

Myakka City Elementary School Improvements. This project includes expansion of school storage areas and teacher planning areas, upgrades to the heating ventilation and air conditioning (HVAC), interior lighting and parking lot lighting. The estimated completion date for this project was January of 2012.

Palmetto High School Additions. The project is located at 1200 17th Street West, Palmetto, Florida at the existing Palmetto High School campus. The project includes the construction of a single story, 20-classroom addition, a Music Building restroom addition, site work, play fields, tennis courts, an addition to the Cafeteria, and a Field House renovation, in addition to the new single-story Auditorium with a 665 seat capacity. The project opened in August of 2010.

The Series 2010A-QSCB Project

In October 2010, the Board entered into the Series 2010A-QSCB Lease Agreement to finance the Series 2010A-QSCB Project. The Series 2010A-QSCB Lease Agreement related to the Certificates of Participation (School Board of Manatee County, Florida Master Lease Program), Series 2010A-QSCB (the "Series 2010A-QSCB Certificates"), which are currently outstanding in the principal amount of $19,920,000. Subject to the Board's right of non-appropriation, the Series 2010A-QSCB Lease Agreement is automatically renewable annually through October 1, 2029. The Series 2010A-QSCB Project consisted of the replacement of Manatee High School – Davis Building. The following is a brief description of the renovations comprising the Series 2010A-QSCB Project. See "RISK FACTORS – Effect of Sequestration on Lease Payments" herein.

Manatee High School – Davis Building. The project replaced the Manatee High School – Davis Building on the existing school campus located at 1000 32nd Street West, Bradenton, Florida. This project contains approximately 80,822 net square feet and will consist of 25 classrooms for grades 9-12, a new auditorium, new band room, new practice rooms and culinary arts lab. The project also includes associated storage areas, restrooms, corridors, walkways, and mechanical and electrical areas. This school was completed in August of 2011.

The Series 2011A Project

In December 2017, the Board entered into the Series 2011A Lease Agreement to refinance the Series 2011A Project. The Series 2011A Lease Agreement related to the Refunding Certificates of Participation (School Board of Manatee County, Florida Master Lease Program), Series 2017A (the "Series 2017A Certificates"), which are currently outstanding in the principal amount of $30,215,000. Subject to the Board's right of non-appropriation, the Series 2011A Lease Agreement is automatically renewable annually through June 30, 2031. The Series 2017A Project consisted of the replacement and relocation of

the Manatee Technical Institute. The following is a brief description of the schools comprising the Series 2009 Project.

Manatee Technical Institute. The project replaced and relocated the Manatee Technical Institute to an approximately 30-acre site located at 6305 State Road 70 East, Bradenton, Florida. This project contains approximately 210,000 net square feet and will house 860 student stations. The project contains classrooms and labs in high growth and high demand areas such as culinary arts, cosmetology, construction, machining, drafting, welding, and information technology. The project also contains a new auditorium teaching area. This project also includes associated storage areas, restrooms, corridors, walkways, and mechanical and electrical areas. The school was completed in January of 2013.

Designated Equipment

The Projects, including the Series 2023A Project, include Designated Equipment which consists of equipment components not constituting fixtures of the educational facilities described above. Upon the occurrence of an Event of Non-Appropriation or an Event of Default, neither the holders of the related Series of Certificates or any Additional Certificates will have rights to the components of the Projects, respectively, constituting Designated Equipment.

THE MASTER LEASE-PURCHASE PROGRAM

In order to provide for the lease-purchase financing and refinancing from time to time of the Projects, the Board has authorized the execution and delivery of the Master Lease between the Board and the Corporation. The Projects to be leased from time to time will be identified on separate Lease Schedules to the Master Lease. Upon execution and delivery thereof, each Lease Schedule, together with the provisions of the Master Lease, will constitute a separate Lease Agreement. See "APPENDIX D – MASTER LEASE-PURCHASE AGREEMENT AND FORM OF LEASE SCHEDULE NO. 2023A."

The Series 2023A Lease Agreement is one of the Lease Agreements entered into under the Master Lease and provides for the leasing of the Series 2023A Project by the Corporation to the Board. See "THE SERIES 2023A LEASE AGREEMENT" and "THE SERIES 2023A PROJECT." As noted above, the Board has previously leased the Prior Projects pursuant to Prior Leases, which were financed from the proceeds of the Outstanding Certificates. The Board may arrange for one or more lease-purchase financings of additional educational facilities under the Master Lease in future Fiscal Years. See "SECURITY FOR THE SERIES 2023A CERTIFICATES – Additional Leases" and "– Additional Certificates; Outstanding Certificates."

In addition, the Board may, in the future, also enter into lease-purchase arrangements upon terms and conditions other than those in the Master Lease. Failure to make payments under any such lease agreement, or an event of default under any such lease agreement, will not affect the Lease Term or cause the termination of the Series 2023A Lease Agreement or any other Leases.

THE SERIES 2023A LEASE AGREEMENT

The following is a brief summary of certain provisions of the Series 2023A Lease Agreement, which is not intended to be definitive. Reference is made to "APPENDIX D – MASTER LEASE-PURCHASE AGREEMENT AND FORM OF LEASE SCHEDULE NO. 2023A."

Authority

The Series 2023A Lease Agreement is being entered into pursuant to the authority granted under Chapters 1001-1013, Florida Statutes, for the purpose of providing for the acquisition, construction, and lease-purchase financing of the Series 2023A Project.

Lease Term

Under the Series 2023A Lease Agreement, the Corporation is leasing to the Board, and the Board is leasing from the Corporation, the Series 2023A Project. The initial term of the Series 2023A Lease Agreement will commence on the delivery date of the Series 2023A Certificates and will continue through and including June 30, 2023, and is automatically renewable annually through June 30, 20__, unless sooner terminated in accordance with the provisions of the Series 2023A Lease Agreement. See "THE SERIES 2023A LEASE AGREEMENT – Termination of Lease Term."

Lease Payments

Subject to the conditions stated in the Series 2023A Lease Agreement, the Board has expressed its current intent to make all Lease Payments due under the Series 2023A Lease Agreement; PROVIDED, HOWEVER, THAT NONE OF THE BOARD, THE DISTRICT, THE STATE, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, IS OBLIGATED TO PAY, EXCEPT FROM AVAILABLE REVENUES APPROPRIATED FOR SUCH PURPOSE, ANY SUMS DUE UNDER THE SERIES 2023A LEASE AGREEMENT FROM ANY SOURCE OF TAXATION, AND THE FULL FAITH AND CREDIT OF THE BOARD, THE DISTRICT, THE STATE, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS NOT PLEDGED FOR PAYMENT OF SUCH SUMS DUE UNDER THE SERIES 2023A LEASE AGREEMENT, AND THE SUMS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE BOARD, THE DISTRICT, THE STATE, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. All Lease Payments due under the Series 2023A Lease Agreement will be made from current or other funds authorized by law and regulations of the State of Florida Department of Education and appropriated for such purpose by the Board.

On _____ 15, 20__, and thereafter on June 15 and December 15 of each year, the Basic Rent Payment Dates preceding each Payment Date, the Board is required to pay to the Trustee the Basic Rent Payment allocable to the Series 2023A Certificates due on such date, which amount corresponds to the amount due to Series 2023A Certificate holders on the next succeeding Payment Date. The Board is also required to pay, when due, Supplemental Rent, which includes, among other things, the fees and expenses of the Trustee and the Corporation. Lease Payments due under the Series 2023A Lease Agreement may be reduced, when applicable, as described in the Series 2023A Lease Agreement.

Assignment of Lease to Trustee

Pursuant to the Series 2023A Assignment, substantially all right, title, and interest of the Corporation in and to the Series 2023A Lease Agreement, including the right to receive Basic Rent Payments thereunder, has been absolutely and unconditionally assigned by the Corporation to the Trustee for the benefit of the Owners of the Series 2023A Certificates and any other Certificates representing an undivided proportionate interest in a portion of the Basic Rent Payments payable under the Series 2023A Lease Agreement. The Board has consented to such assignment.

Lease Covenants

Under the Series 2023A Lease Agreement, the Board, as agent of the Corporation, is responsible for the acquisition, construction, and installation of the Series 2023A Project pursuant to the specifications of the Board, including the letting of all contracts for the acquisition, construction, and installation of the Series 2023A Project. In the Series 2023A Lease Agreement, the Board covenants that it will: (a) maintain the Series 2023A Project at all times during the Lease Terms in good repair and condition; (b) pay applicable taxes, utility charges, and other governmental charges; and (c) provide applicable insurance coverage, including property and liability insurance, all in accordance with the terms and provisions relating to these requirements, contained in the Series 2023A Lease Agreement.

Budget and Appropriation

The cost and expense of the performance by the Board of its obligations under the Series 2023A Lease Agreement, the Prior Leases, and any additional Leases and the incurrence of any liabilities of the Board under the Series 2023A Lease Agreement, the Prior Leases, and any additional Leases including without limitation, the payment of all Lease Payments and all other amounts required to be paid by the Board under all Lease Agreements, are subject to and dependent on appropriations being duly made from time to time by the Board for such purposes. The Board may not budget and appropriate Available Revenues to make Lease Payments selectively on a Lease Agreement by Lease Agreement basis, but must appropriate such Available Revenues for all Lease Agreements or none of them. Under no circumstances will the failure of the Board to appropriate sufficient Available Revenues in any Fiscal Year constitute a Default or require payment of a penalty, or in any way limit the right of the Board to purchase or utilize educational facilities similar in function to those leased under any Lease, including the Series 2023A Lease Agreement.

Unless the Board, at a public meeting held prior to the end of the then current Fiscal Year, gives notice of its intent not to appropriate the funds necessary to make the Lease Payments coming due in the following Fiscal Year under all Lease Agreements, the Superintendent will include in the Superintendent's tentative budget proposal, in a separate line item, the funds necessary to make such Lease Payments, and all Lease Agreements will be automatically renewed on June 30 of the current Fiscal Year, for the following Fiscal Year, subject to appropriation being made by the Board in the final adopted budget. If Lease Payments are due during the period prior to the adoption of the Board's final official budget for an ensuing Fiscal Year, the Lease Term of all Lease Agreements shall be deemed extended only if the tentative budget or extension of the prior budget (whether by Board action or operation of law) makes available to the Board monies which may be legally used to make the Lease Payments due under all Lease Agreements during such period. If no such appropriation is made in the budget as finally adopted or if no official budget is adopted as of the last day on which a final budget is required to have been adopted under applicable law and regulations, all Lease Agreements will terminate as of the date of adoption of the final official budget or the last date on which a final budget is required to have been adopted, whichever is earlier, and under which no appropriation has been made.

If the Board declares its intent at such public meeting prior to the end of the then current Fiscal Year not to appropriate the funds necessary to make Lease Payments under all Lease Agreements, no Lease Agreements will be automatically renewed for the following Fiscal Year, but will terminate on June 30 of the current Fiscal Year. For a discussion of the effect of termination of the Lease Term of the Lease

Agreements, see "THE SERIES 2023A LEASE AGREEMENT – Effect of Termination for Non-Appropriation or Default."

Termination of Lease Term

The Lease Term of the Lease Agreements, including the Series 2023A Lease Agreement, will terminate upon the earliest of any of the following events:

(a) all Lease Agreements will terminate on the last Lease Payment Date set forth in such Lease Agreement (assuming all Lease Payments have been made);

(b) all Lease Agreements will terminate in the Event of Non-Appropriation of funds for the payment of Lease Payments;

(c) all Lease Agreements will terminate upon a Default by the Board with respect to any Lease Agreement and the termination of the Lease Term of all Lease Agreements by the Trustee pursuant to the Master Lease; and

(d) a particular Lease Agreement will terminate upon prepayment by the Board of the principal, Prepayment Premium, if any, and interest due on the Certificates related to the particular Projects leased under such Lease Agreement by the Board or upon provision for such payment pursuant to the Master Lease.

Acceleration of Maturities upon Event of Default

Upon the happening and continuance of any Event of Default specified in the Series 2023A Trust Agreement and only subsequent to the termination of the Series 2023A Lease Agreement, the Trustee, in regard to the Series 2023A Certificates, may, and upon the written request of the Owners of not less than a majority in aggregate principal amount of the Series 2023A Certificates then Outstanding, by notice in writing to the Board and the Corporation, shall declare the principal of all Series 2023A Certificates then Outstanding (if not then due and payable) to be due and payable immediately, and upon such declaration the same shall become and be immediately due and payable, anything contained in the Series 2023A Certificates or in the Series 2023A Trust Agreement to the contrary notwithstanding; provided, however, that any Series 2023A Certificates which are insured as to payment by the Insurer may be accelerated only with the written consent or at the direction of such Insurer (if such Insurer is not in payment default under its municipal bond insurance policy); provided, further, that if at any time after the principal of the Series 2023A Certificates shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Series 2023A Trust Agreement, moneys shall have accumulated in or shall have been paid into the Lease Payment Fund sufficient to pay the principal of all matured Series 2023A Certificates and all arrears of interest, if any, upon all Series 2023A Certificates then Outstanding (except the principal of any Series 2023A Certificate not then due and payable by its terms and the interest accrued on such since the last interest Payment Date), and die charges, compensations, expenses, disbursements, advances and liabilities of the Trustee and all other amounts then payable by the Board under the Series 2023A Lease Agreement shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee, and every other default known to the Trustee in the observance or performance of any covenant, condition or agreement contained in the Series 2023A Certificates or in the Series 2023A Trust Agreement (other than a default in

the payment of the principal of such Series 2023A Certificates then due only because of a declaration under the Series 2023A Trust Agreement) shall have been remedied to the satisfaction of the Trustee, then and in every such case the Trustee may, and upon the written request of the Owners of not less than a majority in aggregate principal amount of the Series 2023A Certificates not then due and payable by their terms (the Series 2023A Certificates then due and payable only because of a declaration under the Series 2023A Trust Agreement shall not be deemed to be due and payable by their terms) and then Outstanding shall, by written notice to the Board and the Corporation, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent Event of Default under the Series 2023A Trust Agreement or impair any right consequent thereon.

For a discussion of the additional remedies available to the Trustee upon an Event of Default under the Series 2023A Trust Agreement, see "APPENDIX C – MASTER TRUST AGREEMENT AND FORM OF SERIES 2023A SUPPLEMENTAL TRUST AGREEMENT."

Effect of Termination for Non-Appropriation or Default

Upon termination of the Lease Term for the reasons referred to in (b) or (c) under "THE SERIES 2023A LEASE AGREEMENT – Termination of Lease Term," the Board shall peaceably return possession of each and every Project (except for certain Designated Equipment) to the Corporation, or its assignee or designee, within 30 Business Days after the date on which such event occurs. For a discussion of the remedies available to the Trustee if the Board refuses or fails to voluntarily deliver possession of the Projects to the Trustee, see "APPENDIX D – MASTER LEASE-PURCHASE AGREEMENT AND FORM OF SERIES 2023A LEASE AGREEMENT."

Upon taking possession of the Series 2023A Project, the Trustee is authorized to sell, re-let, or otherwise dispose of its interest in the Series 2023A Project, or any portion thereof, for the benefit of the Owners of the Series 2023A Certificates, but only in a manner as to not adversely affect the tax status of the Series 2023A Certificates. See "RISK FACTORS – Limitation Upon Disposition; Ability to Sell or Relet." The Trustee, subsequent to payment of all reasonable costs and expenses relating to collection of moneys and reasonable fees and expenses of the Trustee, shall deposit all moneys derived from the sale, re-letting, or other disposition of its interest in the Series 2023A Project, including moneys and damages collected in connection therewith, and all moneys in the Pledged Accounts relating to the Series 2023A Certificates (amounts in the Series 2023A Subaccount of the Project Account for the Series 2023A Project may, at the discretion of the Trustee with the consent or at the direction of the Credit Enhancer, if any, be retained in such subaccount to continue payment of the acquisition and construction of the Series 2023A Project) into a special account established for the sole benefit of the Owners of the Series 2023A Certificates and shall apply moneys in such special account as follows:

(i) if the principal of the Series 2023A Certificates shall not have become or shall not have been declared due and payable, all such money in the special account for the Series 2023A Certificates shall be applied:

> First: to the payment to the Persons entitled thereto of all installments of interest on such Series 2023A Certificates then due and payable in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment then to the payment, ratably according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in such Series 2023A Certificates;

Second: to the payment to the Persons entitled thereto of the unpaid principal of any Series 2023A Certificates that shall have become due and payable, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of such Series 2023A Certificates due and payable on any particular date, then to the payment ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference;

Third: to the payment of the interest on and the principal of such Series 2023A Certificates, to the purchase and retirement of such Series 2023A Certificates, all in accordance with the provisions of the Series 2023A Trust Agreement;

Fourth: to the payment of any amounts owed and unpaid to the Credit Bank or Credit Enhancer for the Series 2023A Certificates, if any, or under the reimbursement agreement relating to the Credit Facility for the Series 2023A Certificates, if any; and

Fifth: to the payment of any amounts owing in regard to the Series 2023A Ground Lease; and

Sixth: to the payment of the Board of any surplus moneys.

(ii) If the principal of the Series 2023A Certificates shall have become or shall have been declared due and payable, all such money in the special account established for the Series 2023A Certificates shall be applied to the payment of principal and interest then due upon such Series 2023A Certificates without preference or priority of principal over interest or interest over principal or of any installment of interest over any other installment of interest or any such Series 2023A Certificate over any other such Series 2023A Certificate ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference and then to the payment of any amounts owed and unpaid to the Credit Bank or Credit Enhancer for such Series 2023A Certificates, if any, or under the reimbursement agreement relating to the Credit Facility for such Series 2023A Certificates, if any, and then to the payment of any amounts owing in regard to the Series 2023A Ground Lease. Any surplus moneys shall be paid to the Board.

(iii) If the principal of such Series 2023A Certificates shall have been declared due and payable and if such declaration shall thereafter have been rescinded and annulled under the provisions of the Series 2023A Trust Agreement, then, subject to the provisions of paragraph (ii) above, in the event that the principal of such Series 2023A Certificates shall later become due and payable or be declared due and payable the money then remaining in and thereafter accruing to the special account established for such Series 2023A Certificates shall be applied in accordance with the provisions of paragraph (i) above.

IN NO EVENT WILL OWNERS OF THE SERIES 2023A CERTIFICATES HAVE ANY INTEREST IN OR RIGHT TO ANY PROCEEDS OF THE DISPOSITION OF PROJECTS FINANCED OR REFINANCED WITH THE PROCEEDS OF ANOTHER SERIES OF CERTIFICATES EXCEPT FOR ANY CERTIFICATES ISSUED TO REFUND SERIES 2023A CERTIFICATES.

There can be no assurance that the remedies available to the Trustee upon any termination of the Lease Term of all Lease Agreements for non-appropriation or default and the disposition of the Series 2023A Project will produce sufficient amounts to pay the Series 2023A Certificates, but only in a manner

as to not adversely affect the tax status of the Series 2023A Certificates. See "TAX EXEMPTION." Further, after such termination of the Lease Term of all Lease Agreements, transfer of Series 2023A Certificates may be subject to the registration provisions of applicable federal and state securities laws. Accordingly, there is no assurance that liquidity of the Series 2023A Certificates will not be impaired following termination of the Lease Term of the Lease Agreements. See "RISK FACTORS."

THE CORPORATION

The Corporation is a Florida not-for-profit corporation formed for the purpose of acting as lessor in connection with "lease-purchase" capital financings for the Board. The Corporation may in the future initiate additional Lease Schedules under the Master Lease, enter into other lease-purchase agreements with the Board, and cause certificates of participation to be issued which represent lease payments to be made under one or more lease-purchase agreements with the Board. The members of the Corporation are the members of the Board. The Chair of the Board serves as Chair of the Board of Directors and President of the Corporation; the Vice Chair of the Board serves as Vice Chair of the Board of Directors and Vice President of the Corporation; and the Superintendent of the Schools serves as ex-officio Secretary/Treasurer of the Corporation.

The Corporation has assigned all of its right, title, and interest in and to the Master Lease (except certain indemnification rights, the right to initiate additional Lease Schedules from time to time, and its obligation not to impair the tax status of the Certificates) including its right to receive Lease Payments from the Board, its right, title, and interest in and to the Ground Leases, and its right to use, sell, and re-let Projects, to the Trustee. The Trustee directly collects from the Board all of the Basic Rent Payments which are the source of and security for payment of the Certificates. Therefore, the credit of the Corporation is not material to any of the transactions contemplated in this Offering Statement. No financial information concerning the Corporation has been included herein, nor is it contemplated that any such financial information will be included in any future Offering Statement relating to the sale of any additional Series of Certificates or other obligations of the Board or the Corporation.

[Remainder of page intentionally left blank]

ESTIMATED SOURCES AND USES OF SERIES 2023A CERTIFICATE PROCEEDS

SOURCES OF FUNDS:

Par Amount of Series 2023A Certificates	$_____
[Plus/Minus][Net] Original Issue [Premium][Discount]	_____
Total Sources	$_____

USES OF FUNDS:

Deposit to Series 2023A Subaccount of the Project Account	$_____
Deposit to Series 2023A Subaccount of the Capitalized Interest Account	$_____
Deposit to Series 2023A Subaccount of the Costs of Issuance Account[(1)]	_____
Total Uses	$_____

_____

(1) Includes, without limitation, Underwriters' discount, legal, accounting and financial advisory fees, printing costs, the Policy premium, if any, and other costs associated with the issuance of the Series 2023A Certificates.

[Remainder of page intentionally left blank]

CERTIFICATE PAYMENT SCHEDULES

Payment requirements (rounded to nearest whole dollar) on the Outstanding Certificates and the Series 2023A Certificates are as follows (totals may not add due to rounding):

					Series 2023A Certificates			
Year Ending July 1	Series 2010A-QSCB Certificates[1][2]	Series 2015 Certificates	Series 2016A Certificates	Series 2017A Certificates	Principal Component	Interest Component	Debt Service	Total Combined Annual Payments
2023	$596,244	$4,451,848	$4,453,000	$3,801,525				
2024	555,284	4,454,282	4,457,000	3,803,783				
2025	514,323	4,453,358	4,458,750	3,798,985				
2026	473,363	4,454,076	4,458,000	3,807,258				
2027	432,403	4,451,290	4,459,500	3,803,219				
2028	391,442		9,172,750	3,802,125				
2029	350,481		9,171,750	3,803,845				
2030	214,729			3,803,253				
2031				3,805,347				
2032								
2033								
2034								
2035								
2036								
2037								
2038								
2039								
2040								
Total	$3,528,269	$22,264,854	$40,630,750	$34,229,340				

[1] Includes the full value of the interest rate subsidy from the U.S. Treasury in the annual amount of $_____ with respect to the Series 2010A-QSCB Certificates, but does not include any sinking fund earnings. Such interest rate subsidy is subject to reduction as a result of the sequestration, and timely payment of such interest rate subsidy requires filing by the District of certain forms with the U.S. Treasury in advance of the applicable interest payment date. For the year ending September 30, 2023, the sequestration rate equals _____%. Such amount may change over time. See "RISK FACTORS – Effect of Sequestration on Lease Payments" herein.

[2] The Series 2010A-QSCB Certificates are currently outstanding in the principal amount of $19,920,000. However, the Board's remaining payment obligation with respect to the Series 2010A-QSCB Lease Agreement is currently $_____. Under the terms of the Series 2010A-QSCB Lease Agreement, the Board is required to make annual payments listed above, which are deposited with the Trustee and invested in accordance with a security fund investment agreement. It is anticipated that such deposits, plus investment earnings thereon, will be sufficient to pay the Series 2010A-QZAB Certificates at maturity on October 1, 2029.

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

The Board is organized under Section 4, Article IX, of the Constitution of Florida and Chapter 1001, Florida Statutes, as amended, and is the governing body of the District. The geographic boundaries of the District are coterminous with those of Manatee County, Florida (the "County"). For Fiscal Year 2022-23, the District has budgeted for the operation of 54 schools with 51,737 students (unweighted full time equivalent ("FTE")) and, the employment of approximately 5,957 permanent employees, of which 2,371 are certified teaching personnel. Management of the schools within the District is independent of the County and any city governments. The Board is authorized by State law to levy property taxes for school district operations, capital improvements and debt service. Property taxes are assessed by the Manatee County Property Appraiser (the "Property Appraiser"). The Manatee County Tax Collector (the "Tax Collector") collects taxes for the Board, but exercises no control over expenditures by the Board.

The Organization and Powers of the Board

The Board is a body corporate existing under the laws of the State. The Board is the governing body of the District, consisting of members elected County-wide for overlapping four-year terms. Under existing law, the Board's duties and powers include, but are not limited to, the development of policies and rules for the efficient operation of the District; the acquisition, maintenance, and disposition of school property within the District; the development and adoption of a school program for the District; the establishment, organization, and operation of schools, including vocational and evening schools, establishment and operation of programs for gifted students and for students in residential care facilities; the appointment, compensation, promotion, suspension, and dismissal of employees; the establishment of courses of study and the provision of adequate instructional aids; and the establishment of a system to transport students to school or school-related activities.

The Board also has broad financial responsibilities, including but not limited to, the approval of the annual budget, adoption of the school tax levy and the establishment of a system of accounting and budgetary controls. The annual budget and accounting reports must be filed with the State Department of Education.

The present members of the Board, their offices, if any, and the expiration of their respective terms are as follows:

Name	District	Term Expires
Chad Choate III, Chair	4	November, 2026
Cindy Spray, Vice Chair	2	November, 2026
Gina Messenger	1	November, 2024
Mary Foreman	3	November, 2024
Richard Tatem	5	November, 2026

Superintendent of Schools

The Superintendent of Schools is appointed by the Board and serves as ex-officio Secretary of the Board. The Superintendent's powers include, but are not limited to, keeping the records of the Board, acting as custodian for District property, directing preparation of long-term and annual school programs, directing the work of district personnel, making policy recommendations to the Board in the area of child

welfare, public transportation, school plant and district finance, and performing the additional duties assigned to him by law and the regulations of the Florida Department of Education ("FDOE"). The Superintendent is appointed by the Board for negotiable terms. Her current contract expires June 30, 2023.

Cynthia Saunders, Superintendent of Schools. Ms. Saunders is the Superintendent of the District. Ms. Saunders was originally hired by the Board as Executive Director of Secondary Schools in 2013 and was appointed to the role of Superintendent on June 28, 2018. Ms. Saunders holds a master's degree (M.S.) from Nova Southeastern University in educational Leadership, and a bachelor's degree (B.S.) in Mathematics Education from the University of Central Florida. Ms. Saunders has over 30 years of service in education in the State of Florida, and has guided the District to improvements academically, financially, and in introducing innovative new programs and initiatives. By the end of her first year as superintendent, the District had eliminated all "F" schools and reduced the number of "D" schools to two.

Administration

Rachel Sellers, Deputy Superintendent of Business Services. Mrs. Sellers has been the Deputy Superintendent of Business Services for the District since January 2023. Prior to coming to the District, Mrs. Sellers worked 32 years at the State of Florida Auditor General and was Audit Supervisor between 2017 and 2023. Mrs. Sellers has been a Certified Public Accountant since 1992.

Catherine Miley Hayden, Director of Finance. Ms. Miley has been the Director of Finance since February of 2022. Prior to holding this position Ms. Miley has worked in various other finance positions with the district starting in 2001.

Employee Relations

The professional staff of the District includes teachers, supervisors, analysts, specialists and administrators. Other personnel include teachers' aides, clerks and secretaries, bus drivers, cafeteria personnel, custodial and maintenance workers and mechanics. As of February 8, 2023, the Board employs approximately 6,014 employees. Approximately 3,667 instructors are represented by the Manatee Education Association (the "Education Association"). The three year contract between the Board and the Education Association expires June 30, 2025. Approximately 929 support personnel of the District are represented by the American Federation of State County and Municipal Employees ("Support Association"). The three year contract between the Board and the Support Association expires June 30, 2023. State law requires operating under the current contract until a new contract has been negotiated and approved, and prevents public employees and employee organizations from conducting a strike or instigating a strike against a public employer. The remaining employees, who are primarily administrators, are not represented by a union and are not subject to a collective bargaining agreement.

Academics

During the Fiscal Year 2022-23, the Board has budgeted to operate 54 schools, including 31 elementary schools, nine middle schools, two combination K-8 schools, seven high schools, one alternative education school, one ESE Center, and one post-secondary school (operated at two sites). The District also has budgeted to manage 12 contract sites (including four Department of Juvenile Justice sites), and 14 charter schools.

The District provides standards based programs to serve students of widely varying academic levels, interests, and needs. The largest numbers of students are served in the K-12 basic programs. These include programs in reading and language arts, mathematics, science, social studies, the arts, foreign language, technology, and physical education/health.

The focus at the District's elementary schools is to provide a solid foundation in the core academic areas and to introduce students to experiences in the fine arts and technology. The elementary school program emphasizes basic skills including reading, writing, language arts, and mathematics. Balance curriculum also includes instruction in science, computer literacy, health, social studies, art, music, and physical education. Advanced students may take courses above their grade level, including middle school options virtually.

At the middle school level, the academic courses extend the fundamental skills, and students begin instructional programs in areas of personal interest. The middle school program begins with middle school curriculum centering on English, math, science, computer literacy, and social studies. Students are encouraged to begin developing their strengths and interests through electives such as art, music, foreign languages, and vocational exploratory programs. Advanced students may take high school level courses for credit in the traditional classroom or other areas virtually.

High school programs are designed to meet the needs of the college bound as well as vocational students. All of the high schools are fully accredited by the Southern Association of Colleges and Schools. Students who plan to continue their education into college make take a broad range of college preparatory courses as well as advanced placement and honors courses.

Budget Process

State law requires the Board to adopt in each Fiscal Year a tentative budget and a final budget, each of which is required to be balanced with available funds. The Superintendent, with input from staff, principals, the budget committee and interested community groups, prepares and submits to the Board a recommended budget. The Board adopts the recommended budget, with such modifications as it deems necessary, as the tentative budget for the District. After public hearings on the tentative budget, the Board adopts a final budget and forwards it to the FDOE. When approved by the FDOE, the final budget is designated as the official budget and governs the general operations for the Fiscal Year, unless subsequently amended by the Board. The final budget for Fiscal Year 2022-23 was adopted by the Board on September 6, 2022. See "AD VALOREM TAXATION – Millage Set by Local Governing Body."

[Remainder of page intentionally left blank]

Statistical Data

The following table presents a summary of general statistical data regarding the District.

SUMMARY OF STATISTICAL DATA
FIVE-YEAR HISTORY

School Year	Number of Schools[1]	Number of Classroom Instructors	Unweighted FTE Students[2]	Average General Fund Expenditure per FTE Student
2021-2022	54	3,773	50,680	$9,100
2020-2021	53	3,734	48,826	9,571
2019-2020	53	3,770	49,436	9,453
2018-2019	50	3,545	48,853	9,063
2017-2018	54	3,534	48,454	8,021

[1] Does not include the three operating sites of the Manatee Technical College.

Source: Annual Comprehensive Financial Report of the School District of Manatee County, Florida for the Fiscal Year Ended June 30, 2022.

The following table presents the projected full time equivalent enrollment of the District for the School Years shown:

School Year	Estimated District School FTE Students
2022-23	51,737
2023-24	52,523
2024-25	53,040
2025-26	53,470
2026-27	53,898

Source: State of Florida Office of Economic & Demographic Research, Conference Report for Pre-K-12 Enrollment Education Estimating Conference, Florida School District Programs Unweighted Full-Time Equivalent (FTE) Student Enrollment, July 28, 2022.

FINANCIAL RESULTS AND LIABILITIES OF THE DISTRICT

The following briefly describes financial results of the District and certain District liabilities. For additional information concerning such matters, see "APPENDIX B – THE COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA FOR THE FISCAL YEAR ENDED JUNE 30, 2022."

Accounting and Funds

Pursuant to Section 11.45, Florida Statutes, as amended, the financial operations of the District are subject to audit by independent auditors of the District at least two out of every three fiscal years with the Auditor General's office auditing the financial operations of the District once every three fiscal years. The District retained the independent accounting firm of Cherry Bekaert LLP to audit its financial operations, whose report for the Fiscal Year ended June 30, 2022 is attached hereto as part of "APPENDIX B – THE COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA FOR THE FISCAL YEAR ENDED JUNE 30, 2022" attached hereto.

Accounting policies conform with generally accepted accounting principles applicable to state and local governmental units. Accordingly, the District's accounting system is organized on the basis of funds and account groups. A fund is an accounting entity having a self-balancing set of accounts for recording assets, liabilities, fund equity, revenues, either expenditures or expenses depending on fund type, and other financing sources and uses.

The fund financial statements provide information about the Board's funds, including its fiduciary funds and blended component units. Separate statements for each fund category – government, proprietary, and fiduciary – are presented. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental funds are aggregated and reported as non-major funds. Because the focus of the governmental fund financial statements differs from the focus of the government-wide financial statements, a reconciliation is presented with each of the governmental fund financial statements.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Non-operating revenues, such as investment earnings, result from non-exchange transactions or ancillary activities.

The accounting practices of the Board are designed to conform to generally accepted accounting principles applicable to governmental units. GASB Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments, and related GASB pronouncements, created new basic financial statements for reporting the District's financial activities. In addition to fund financial statements, the financial statements include government-wide financial statements prepared on the accrual basis of accounting that split the District's programs between government and business-type activities.

Governmental Fund Types

The District reports the following major governmental funds:

General Fund – the primary operating fund of the District to account for all financial resources not required to be accounted for in another fund, and for certain revenues from the State that are legally restricted to be expended for specific current operating purposes.

Special Revenue – Federal Education Stabilization Fund – to account for certain Federal grant program resources provided as emergency relief to address the impact of COVID-19 on elementary and secondary education.

Debt Service – Other Debt Service Fund – to account for the accumulation of resources for and the payment of debt principal, interest, and related costs on the sales tax revenue bond, certificates of participation, and other debt service.

Capital Projects – Section 1011.71(2), F.S., Local Capital Improvement Tax Fund – to account for the financial resources generated by the local capital improvement tax levy to be used for educational capital outlay needs, including new construction, renovation and remodeling projects, new and replacement equipment, motor vehicle purchases, and debt service payments on revenue anticipation notes and certificates of participation.

Capital Projects – Other Capital Projects Fund – to account for various financial resources (e.g., certificates of participation, capital outlay sales tax, impact fees, sales tax revenue bonds, etc.) to be used for educational capital outlay needs, including new construction and renovation and remodeling projects.

Other Fund Types

Additionally, the District reports the following proprietary and fiduciary fund types:

Internal Service Funds – to account for the District's self-insurance programs.

Private-Purpose Trust Funds – to account for financial fees and other moneys for which principal and income benefit individuals or private organizations.

Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized in the year for which they are levied. Revenues from grants, entitlements, and donations are recognized as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues, except for certain grant revenues, are recognized as soon as they are both measurable and available. Revenues are available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal year. When grant terms provide that the expenditure of resources is the prime factor for determining eligibility for Federal, State, and other grant resources, revenue is recognized at the time the expenditure is made. Entitlements are recorded as revenues when all eligibility requirements are met, including time requirements, and the amount is received during the period or within the availability period for this revenue sources (within 60 days of year-end). Property taxes, sales taxes, state education funding, and interest associated with the current fiscal period are all considered to

be susceptible to accrual and so have been recognized as revenue of the current fiscal period. Expenditures are generally recognized when the related fund liability is incurred, as under accrual accounting. However, debt service expenditures, claims and judgments, pension benefits, other postemployment benefits, and compensated absences, are only recorded when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under installment-purchases are reported as other financing sources. Allocations of cost, such as depreciation, are not recognized in governmental funds.

The proprietary and private-purpose trust funds are reported using the economic resources measurement focus and the accrual basis of accounting.

The charter schools are accounted for as governmental organizations and follow the same accounting model as the District's governmental activities.

Auditing System

In addition to local internal audits, other budget reviews are conducted. FDOE conducts regular financial compliance reviews of each school district to ensure that local school districts comply with state regulations. In conjunction with this review, the Financial Management Section of FDOE reviews the cost reporting system of each school district to ensure that the Financial and Program Costs Accounting and Reporting for Florida Schools is being properly implemented by the Board. The District also formed the Audit Planning and Review committee consisting of seven members, in accordance with the Office of Program Policy and Governmental Accountability ("OPPAGA").

General Fund Operations

The Board's general fund revenues are derived from federal and State appropriations and local sources. The table on the following page summarizes results of operations for the general fund for the Fiscal Years 2017-18 through 2021-22, audited, and for Fiscal Year 2022-23, budgeted.

[Remainder of page intentionally left blank]

SUMMARY OF GENERAL FUND OPERATIONS

	Fiscal Year Ended					
	Audited					Budgeted
	2018	2019	2020	2021	2022	2023
REVENUES:						
Federal Direct	$654,054	$574,951	$649,906	$750,512	$749,700	$678,195
Federal Through State and Local	1,956,126	2,664,079	3,763,777	5,006,938	1,939,306	1,300,000
State Sources	182,726,576	186,617,632	192,192,667	196,784,536	187,138,943	201,613,842
Local Sources	193,738,018	245,474,448	238,180,755	247,931,155	265,568,492	306,212,909
TOTAL REVENUES[1]	$379,074,774	$435,331,110	$434,787,105	$450,473,141	$455,395,441	$509,804,946
EXPENDITURES:						
Current:						
Instruction	$249,935,248	$283,234,217	$297,824,003	$303,272,540	$301,302,466	$367,405,153
Student Personnel Services	17,331,638	20,420,186	23,014,035	18,015,851	15,040,187	15,896,764
Instructional Media Services	3,874,723	4,451,134	4,795,102	4,705,713	4,887,865	5,284,197
Instruction and Curriculum Development	5,317,849	6,068,255	6,936,991	7,004,812	7,187,656	8,181,351
Instructional Staff Training Services	1,521,393	1,768,516	1,618,454	2,015,570	1,216,101	1,167,629
Instructional Related Technology	888,187	631,219	112,334	119,382	121,211	572
School Board	1,337,144	1,122,166	1,168,954	1,501,137	1,541,080	1,541,404
General Administration	1,654,648	1,626,777	2,377,483	2,320,133	2,328,824	3,024,859
School Administration	25,019,603	27,973,653	29,618,039	31,093,109	31,552,070	35,202,370
Facilities Services	2,040,185	6,238,161	7,015,445	5,073,128	5,284,781	5,465,344
Fiscal Services	2,203,165	2,767,677	3,066,574	2,891,527	2,771,429	3,612,464
Central Services	6,111,471	10,196,923	9,928,956	10,204,671	10,562,664	13,047,769
Student Transportation Services	14,973,637	16,830,124	16,466,215	14,505,548	15,830,787	18,988,802
Operation of Plant	31,985,772	33,367,601	33,587,322	35,336,012	38,158,603	43,950,215
Maintenance of Plant	10,360,261	10,149,192	9,859,799	9,568,785	8,978,815	10,202,211
Administrative Technology Services	8,194,976	8,681,984	9,364,105	7,444,604	7,294,610	8,526,490
Community Services	4,429,046	5,537,747	5,167,440	4,634,328	5,922,718	5,834,737
Capital Outlay:						
Facilities Acquisition and Construction	-	21,807	15,691	27,329	-	-
Other Capital Outlay	1,359,909	1,433,953	5,085,700	1,702,237	1,146,457	-
Debt Service:						
Interest and Fiscal Charges	115,601	250,112	281,450	110,842	67,046	65,500
TOTAL EXPENDITURES[1]	$388,654,456	$442,771,404	$467,304,092	$461,547,258	$461,195,370	$547,397,832
Excess (Deficiency) of Revenues						
Over Expenditures	$(9,579,682)	$(7,440,294))	$(32,516,987)	$(11,074,117)	$(5,798,929)	$(37,592,886)
OTHER FINANCING SOURCES:						
Transfers In	14,258,434	16,414,364	22,320,810	21,811,513	20,731,449	19,264,266
Transfers Out	-	-	-	(168,460)	(6,804,370)	-
TOTAL OTHER FINANCING SOURCES[1]	$14,258,434	$16,414,364	$23,320,810	$21,643,053	$13,927,079	$19,264,266
Net Change in Fund Balances[1]	$4,678,752	$8,974,070	$(10,196,177)	$10,568,936	$8,128,150	$(18,328,619)
FUND BALANCES, Beginning[2]	$25,562,074	$30,240,826	$39,214,896	$31,691,250	$42,260,186	$50,388,336
FUND BALANCES, Ending[1]	$30,240,826	$39,214,896	$29,018,719	$42,260,186	$50,388,336	$32,059,717
Nonspendable	647,626	621,256	589,122	864,873	691,636	691,636
Restricted	8,955,032	16,751,415	11,747,589	12,718,111	6,950,507	-
Assigned	4,840,580	5,765,591	5,877,706	4,917,553	6,482,925	-
Unassigned	15,797,588	16,076,634	10,804,302	23,759,649	36,263,268	31,368,081

[1] Totals may not add due to rounding.

[2] The fund balance for Fiscal Year 2020-21 was adjusted by $2,672,531 due to a restatement of beginning net position resulting from the adoption of Governmental Accounting Standards Board ("GASB") Statement No. 84, Fiduciary Activities, which caused the beginning fund balance for Fiscal Year 2021-22 to be $31,691,250.

Sources: For the Fiscal Years 2017-18 through 2021-22, Annual Comprehensive Financial Report of the School District of Manatee County, Florida for the Fiscal Year Ended June 30, 2018 through 2022. For Fiscal Year 2022-23, District Summary Budget for the Fiscal Year ended June 30, 2023.

Required General Fund Ending Balance

Section 1011.051, Florida Statutes, entitled "Guidelines for general funds" requires that if a school district's General Fund ending balance not classified as restricted, committed, or nonspendable in the approved operating budget is projected to fall below 3% of projected General Fund revenues, the Superintendent shall provide written notification to the district school board and the Commissioner of Education (the "Commissioner"). The section further requires that if the General Fund ending balance not classified as restricted, committed or nonspendable is projected to fall below 2% of projected General Fund revenues, the Superintendent shall provide written notification to the district school board and the Commissioner of Education. Within 14 days after receiving such notification of a balance below 2%, if the Commissioner determines that the district does not have a plan that is reasonably anticipated to avoid a financial emergency as determined pursuant to Florida Statutes pertaining thereto, the Commissioner shall appoint a financial emergency board that may take certain delineated steps to assist a district school board in complying with the General Fund requirements. The table below shows the assigned and unassigned ending fund balances and percentage of General Fund revenues for the Fiscal Years shown below:

ASSIGNED AND UNASSIGNED ENDING FUND BALANCE FOR THE DISTRICT'S GENERAL FUND

Fiscal Year Ended June 30	Assigned and Unassigned Ending General Fund Balance	Percentage of General Fund Revenues
2018	$20,638,168	5.44
2019	21,842,225	5.02
2020	16,682,008	3.84
2021	28,677,202	6.37
2022	42,746,193	9.39
2023[(1)]	31,368,081	6.15

[(1)] Budgeted.

Sources: For the Fiscal Years 2017-18 through 2021-22, Annual Comprehensive Financial Report of the School District of Manatee County, Florida for the Fiscal Year Ended June 30, 2018 through 2022. For Fiscal Year 2022-23, District Summary Budget for the Fiscal Year ended June 30, 2023.

Capital Project Funds Operations

The table on the following page summarizes results of operations for the capital project funds for the Fiscal Years 2017-18 through 2021-22, audited, and for Fiscal Year 2022-23, budgeted.

[Remainder of page intentionally left blank]

SUMMARY OF CAPITAL PROJECTS FUNDS OPERATIONS

	Audited					Budgeted
Fiscal Year Ended	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**
REVENUES						
State Sources	$2,158,890	$5,198,618	$6,690,495	$5,358,105	$5,699,151	$8,438,025
Local Sources	98,450,583	106,435,396	114,290,614	130,404,429	145,595,872	164,540,360
TOTAL REVENUES[2]	$100,609,473	$111,634,014	$120,981,109	$135,762,534	$151,295,023	$172,978,385
EXPENDITURES						
Current – Education:						
Facilities Services	$14,341,625	$27,798,481	$24,480,275	$29,404,671	$28,700,699	$12,370,412
Fixed Capital Outlay:						
Facilities Acquisition and Construction	66,428,407	101,740,953	20,083,144	33,117,597	47,099,615	348,337,672
Charter School Local Capital Outlay Sales Tax	2,717,067	-	-	2,026,902	2,481,379	4,479,006
Other Capital Outlay	19,237,826	4,593,406	7,658,551	6,495,690	5,339,503	
Debt Service						
Principal	396,609	432,108	557,182	1,699,234	1,710,507	1,603,998
Interest and Fiscal Charges	22,565	63,956	93,297	56,771	$122,150	72,955
TOTAL EXPENDITURES[2]	$103,144,099	$134,628,904	$52,872,179	$72,800,865	$85,453,853	$366,864,043
Excess (Deficiency) of Revenues Over Expenditures[2]	$(2,534,626)	$(22,994,890)	$68,108,930	$62,961,669	$70,386,651	$(193,885,658)
OTHER FINANCING SOURCES (USES)						
Issuance of Capital Lease	$665,886	$677,063	-	$4,583,664	-	-
Proceeds from Sales of Capital Assets	3,321,685	1,450,000	-	-	-	-
Inception of Installment-Purchases	-	-	-	-	$1,100,565	-
Loans	-	-	-	-	-	171,862
Certificates of Participation					-	130,000,000
Transfers In	1,905,873	-	-	-	$6,804,370	-
Transfers Out	(56,148,961)	(46,514,739)	(52,077,904)	(51,497,546)	(42,421,602)	(50,758,709)
TOTAL OTHER FINANCING SOURCES (USES)[2]	$(50,225,517)	$(44,387,676)	$(52,077,904)	$(46,913,882)	($34,516,667)	$79,413,153
Net Change in Fund Balances[2]	$(52,790,143)	$(67,382,566)	$16,031,026	$16,047,787	$31,324,503	$(114,472,505)
FUND BALANCES, Beginning	$182,015,378	129,225,235	$61,842,669	$77,873,695	$93,921,482	$125,245,984
FUND BALANCE, Ending[3]	$129,225,235	$61,842,669	$77,873,695	$93,921,482	$125,245,985	$10,773,479

[1] Includes the following capital projects funds: Sections 1011.14/1011.15 Loan Fund, Local Capital Improvement Fund, Other Capital Projects Fund, Public Education Capital Outlay Fund, and Capital Outlay & Debt Service Fund.

[2] Totals may not add due to rounding.

[3] The Ending Fund Balance in prior years represent the funds remaining at the end of that Fiscal Year after all expenses have occurred. The budgeted Ending Fund Balance in Fiscal Year 2022-23 represents only those funds set aside in reserve accounts, such as contingency, etc. All other funds have spread through school and budget departments.

Sources: For the Fiscal Years 2017-18 through 2021-22, Annual Comprehensive Financial Report of the School District of Manatee County, Florida for the Fiscal Year Ended June 30, 2018 through 2022. For Fiscal Year 2022-23, District Summary Budget for the Fiscal Year ended June 30, 2023.

Direct and Overlapping Debt

The following table summarizes the District's direct and overlapping long-term debt.

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
(UNAUDITED)

	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Direct And Overlapping Debt
School District of Manatee County[1]			
Bonds Payable[2]	$119,023,447	100.00%	$119,023,447
Certificates of Participation[2]	107,327,125	100.00%	107,327,125
Installment-Purchases Payable	3,324,775	100.00%	3,324,775
Total General Bonded Debt			$229,675,347
Less Revenue Bond Payable	$(105,320,000)	100.00%	(105,320,000)
Total Net General Bonded Direct Debt			$124,355,347
Overlapping Debt[3]			
City of Anna Maria	$1,097,345	100.00	$1,097,345
City of Bradenton	22,314,323	100.00	22,314,323
Town of Longboat Key	63,596,512	100.00	63,596,512
City of Palmetto	3,074,288	100.00	3,074,288
Manatee County	241,855	100.00	241,855
Total Overlapping Debt			$90,324,323
Total Direct and Overlapping Debt			$214,679,670

[1] As of June 30, 2022.

[2] Amount includes premiums and discounts.

[3] Information was obtained from the September 30, 2021, financial statements of each respective governmental entity. Since the geographic boundaries of each governmental entity is within the geographic boundaries for which the District services, 100% of the debt has been included.

Sources: Comprehensive Annual Financial Reports of the School District of Manatee County, Florida for the Fiscal Years Ended June 30, 2022.

Retirement and Other Post-Employment Benefits

Essentially all regular employees of the District are eligible to enroll as members of the Florida Retirement System (the "FRS"). The FRS is a single retirement system administered by the Department of Management Services ("DMS"), and consists of two cost-sharing, multiple-employer retirement plans and other nonintegrated programs. These include a defined-benefit pension plan (the "FRS Pension Plan"), a Deferred Retirement Option Program (the "DROP"), a Retirement Health Insurance Subsidy Plan (the "HIS Plan"), and a defined-contribution plan, referred to as the Florida Retirement System Investment Plan (the "Investment Plan"). A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, information about the FRS's

fiduciary net position, and other relevant information, is available from the DMS at: www.dms.myflorida.com.

The District's FRS and HIS Plan pension expense total $10,756,638 for Fiscal Year 2021-22. For additional information concerning such matters, see Note II.E. of the Notes to Financial Statements entitled "Retirement Plans" in the " THE COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA FOR THE FISCAL YEAR ENDED JUNE 30, 2022."

Investment Policy

Assets of the District are governed by an investment policy adopted by the Board on June 27, 2017, under the provisions of Section 1001.41, Florida Statutes, as amended. Furthermore, the investment of certain assets held under the Series 2023A Trust Agreement are also governed by the terms and provisions of the Series 2023A Trust Agreement.

Pursuant to the District's investment policy, the Superintendent will invest all temporarily idle funds not needed for immediate disbursement to cover School Board obligations in order to maximize investment income. The following are authorized investments under the investment policy:

(a) Florida PRIME;

(b) United States Government Securities;

(c) United States Government Agencies (full faith & credit of the United States Government);

(d) Federal Instrumentalities (United States Government Sponsored Enterprises "GSE");

(e) Interest Bearing Time Deposit or Saving Accounts;

(f) Repurchase Agreements;

(g) Commercial Paper;

(h) Corporate Notes;

(i) States and/or Local Government Taxable and/or Tax-Exempt Debt;

(j) Registered Investment Companies (Money Market);

(k) Short Term Bond Fund; and

(l) Intergovernmental Investment Pool.

The investment policy described above may be revised by the Board from time to time.

AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS

The Board derives its revenues for capital outlay projects from certain State and local sources. The major categories of these revenue sources are briefly described below. In Fiscal Year 2022-23, excluding borrowing proceeds and existing fund balances, the Board has budgeted that approximately 5% of the annual revenues for capital improvements will be provided by State sources and approximately 95% will be provided by local sources.

State Sources

Public Education Capital Outlay. One source of State educational funding contributions to the Board's capital outlay requirements is the Florida Public Education Capital Outlay Program ("PECO"). PECO funds are derived from revenues generated from the gross receipts tax levied on utilities pursuant to Article VII of the Constitution of the State of Florida. The vast majority of such revenues are generated from assessments imposed on the sale of telecommunication services and electricity pursuant to Chapter 203, Florida Statutes. The method of allocation of funds to the district school boards is provided by State law based upon a statutory formula, a component of which is the number of full-time equivalent students in the school system. The Commissioner administers the PECO program and allocates or reallocates funds as authorized by law. The Board received $689,756 and $690,873 in PECO funds for Fiscal Years 2017-18, and 2018-19, respectively. The Board did not receive any PECO funds for Fiscal Years 2019-20, 2020-21, or 2021-22. The Board has budgeted to receive $1,880,296 in PECO funds for Fiscal Year 2022-23.

Capital Outlay and Debt Service Funds. The State Capital Outlay and Debt Service Funds ("CO&DS") also provides funds for the Board's capital outlay requirements. CO&DS funds are derived from a portion of the revenues collected from motor vehicle license charges. The Board received $1,454,148, $1,224,242, $1,293,177, $1,356,739, and $1,442,884 in CO&DS funds for Fiscal Years 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22, respectively. The Board has budgeted to receive $1,442,884 in CO&DS funds for Fiscal Year 2022-23. CO&DS funds are legally available to the Board to pay the Principal Component and Interest Component of Basic Rent Payments, but only if the Project financed thereby appears on a project priority list approved by the State Board of Education. The Series 2023A Project is not on the project priority list.

Capital Outlay Bonds. Annually, the State offers to bond a portion of future CO&DS funds for school districts. The Capital Outlay Bonds are serviced entirely by the State using a portion of the District's share of revenue derived from CO&DS funds. The annual sinking fund requirements are determined by the State Board of Administration (the "SBA") and amounts necessary to retire bonds and pay interest are withheld from amounts due to the District. CO&DS funds in the amount of $413,739, $645,993, $591,731, $486,602, and $472,543 were withheld from the allocations in Fiscal Years 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22 respectively. The District has budgeted to have $415,740 in CO&DS funds withheld in Fiscal Year 2022-23.

Other State Sources. Under the Act, the District may be entitled to receive other State revenues pursuant to other programs if the District achieves certain standards relating to its capital outlay efforts. Some of such revenues may be used to make lease purchase payments. It is not possible at this time to determine or estimate the amount of such State revenues, if any, that the District may receive in the future.

Local Sources

Local revenue for school district support is derived in large part from real and tangible personal property taxes. There are no local non-property taxes levied specifically for schools. In addition, the Board earns interest on cash invested and collects other miscellaneous revenues.

Capital Outlay Millage Levy. Ad Valorem Taxes. Local revenue for school district support is derived primarily from real and tangible personal property taxes. See also "AD VALOREM TAXATION."

School boards may levy non voted millage for capital outlay and maintenance purposes, pursuant to Section 1011.71(2), Florida Statutes (the "Capital Outlay Millage"). Revenues from the Capital Outlay Millage may be used to fund, among other things, new construction, remodeling, site acquisition and improvement; maintenance and repair; school bus purchases; payments under lease purchase agreements and certain short-term loans.

The maximum amount of Capital Outlay Millage may be up to 1.50 mills (each mill represents $1 of tax assessment per $1,000 of property value assessment, subject to certain exclusions). For each Fiscal Year since Fiscal Year 2017-18, the Board has levied a Capital Outlay Millage of 1.500 mills. The revenues generated from the Capital Outlay Millage received by the Board for Fiscal Years 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22 are $52,170,890, $56,186,483, $60,516,116, $64,261,360 and $69,048,580, respectively. The Board has budgeted to receive $86,353,895 of revenues generated from the Capital Outlay Millage for Fiscal Year 2022-23.

Payment of Lease Payments from the Capital Outlay Millage may not exceed three-fourths of the revenues generated from the Capital Outlay Millage; however, such three-fourths limitation is waived for lease-purchase agreements originally entered into prior to June 30, 2009. The three-fourths limitation is applicable to the Series 2010A-QSCB Lease Agreement and the Series 2011A Lease Agreement.

If revenue generated from the Capital Outlay Millage is insufficient to make payments under a lease-purchase agreement entered into prior to June 30, 2008, an amount equal to the revenue generated from 0.50 mills of the operating levy may be used to make such lease payments. Additionally, if revenue from the Capital Outlay Millage is insufficient to make payments due under a lease-purchase agreement entered into prior to June 30, 2009, or to meet other critical school district fixed capital outlay needs, a school board may elect to levy a capital outlay discretionary millage up to an additional 0.25 mills (the "Capital Outlay Discretionary Millage"). The Capital Outlay Discretionary Millage is in addition to the 1.50 mills Capital Outlay Millage and is in lieu of levying an equivalent amount of the Current Operating Discretionary Millage. The District did not levy any Capital Outlay Discretionary Millage for the Fiscal Years 2017-18 through 2021-22, and has not budgeted to levy any Capital Outlay Discretionary Millage for the Fiscal Year 2022-23. See "AD VALOREM TAXATION – Millage Set by Local Governing Body."

Maximum Construction Cost Limits. A school board may not use revenues from the Capital Outlay Millage to pay for any portion of the cost of any new construction of educational plant space with a total cost per student station, including change orders, in excess of the amounts set forth in Section 1013.64(6)(b)1., Florida Statutes, as adjusted (the "Maximum Cost Per Student Station"). For purposes of calculating the Maximum Cost Per Student Station, certain costs such as legal and administrative costs, site improvement costs (incidental to construction) and school security/hardening capital improvements, among other costs, are not included. However, if the new construction of educational plant space is subject to a lease-purchase agreement entered into pursuant to Section 1011.71(2)(e), Florida Statutes

(such as the Series 2023A Lease Agreement), a district school board (i) may use certain other funding sources (including the Surtax (as defined herein), educational impact fees, and voter approved ad valorem taxes, in each case if legally available for such purpose) to pay for the new construction of educational plant space, and (ii) may, but is not required to, use the Capital Outlay Millage and certain state funding sources to pay for the portion of the cost for new construction of educational plant space which does not exceed the Maximum Cost Per Student Station requirements or to costs which are not included in Maximum Cost Per Student Station calculation. See "RISK FACTORS – Construction Cost Maximums" herein.

The Series 2023A Project is being financed pursuant to a lease-purchase agreement. As such, revenues from the Capital Outlay Millage are only legally available for payment of the Basic Rent Payments represented by the Series 2023A Certificates for the portion of the Series 2023A Project that (i) is not included in the Maximum Cost Per Student Station calculation and (ii) is included in the Maximum Cost Per Student Station calculation, but does not exceed the Maximum Cost Per Student Station (collectively, the "Eligible Portion of the Series 2023A Certificates"). Since the Series 2023A Project is subject to the Series 2023A Lease, the portion of the Series 2023A Project that exceeds the Maximum Cost Per Student Station (the "Ineligible Portion of the Series 2023A Certificates") may be paid with other local revenues such as the Surtax (as defined herein), educational impact fees or other legally available funds as described herein. The Maximum Cost Per Student Station requirements do not apply to the portion of the Series 2023A Project comprising the Haile Middle School Renovation, Oneco Elementary School Renovation, Tara Elementary School Addition and Renovation, and a portion of the Blackburn Elementary School Renovation because such projects are renovations and not new construction. Only the portion of the Series 2023A Project comprising building #1 of the Blackburn Elementary School Renovation is subject to the Maximum Cost Per Student Station requirements.

The proceeds deposited to the Series 2023A Subaccount of the Project Account of $_____ (preliminary, subject to change) are being applied to pay the Eligible Portion of the Series 2023A Project or the portion of the Series 2023A Project that is not subject to the Maximum Cost Per Student Station requirements because such portion of the Series 2023A Projects are renovations or are not assigned any student stations. The Basic Rent Payments for the portion of the Series 2023A Certificates that financed such portion of the Series 2023A Project may be paid with the Capital Outlay Millage, the Surtax or other Available Revenues. The remaining proceeds deposited to the Series 2023A Subaccount of the Project Account of $_____ (preliminary, subject to change) constitute the Ineligible Portion of the Series 2023A Project. The Board covenants in the Series 2023A Lease that it will not make any Basic Rent Payments from the Capital Outlay Millage for the portion of the Series 2023A Certificates that financed the portion of the Series 2023A Project that constitutes the Ineligible Portion of the Series 2023A Project because it exceeds the eligible cost per student stations requirements of Section 1013.64(6)(b), Florida Statutes. Such portion of the Basic Rent Payments will be paid from the revenues received from the Surtax or other Available Revenues. See "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Sources" and "RISK FACTORS – Construction Cost Maximums" herein.

The Capital Outlay Millage is the Board's primary source of payment of Lease Payments on the Series 2023A Lease Agreement and the Prior Leases. The Board is not required to levy any Capital Outlay Millage in the future. Since revenues from the levy of the Capital Outlay Millage may be used for, but not pledged to, the payment of Lease Payments under the Leases, the failure of the Board to levy any of the Capital Outlay Millage would have an adverse effect on available revenues from which the Board may appropriate to make Lease Payments. See "AD VALOREM TAXATION – Legislation Relating to Ad Valorem Taxation" and "LEGISLATIVE CHANGES AFFECTING DISTRICT REVENUES – Distribution of

Capital Outlay Millage Revenues to Charter Schools" for information concerning legislation that may adversely affect the District's taxable assessed valuation, the levy of the Capital Outlay Millage, and the Capital Outlay Millage available to make Lease Payments.

Sharing of Capital Outlay Millage with Charter Schools. In 2017, the Florida Legislature passed House Bill 7069 ("HB 7069"). HB 7069, among other things, requires school districts to distribute revenues generated from the Capital Outlay Millage on a per student basis between traditional schools and charter schools. HB 7069 establishes the calculation methodology to determine the amount of Capital Outlay Millage revenues a school district must distribute to each eligible charter school. Such calculation provides that the amount of Capital Outlay Millage revenues a school district must distribute to each eligible charter school will first be reduced by the school district's annual debt service for obligations issued or incurred as of March 1, 2017 (which includes the Prior Leases) that are being satisfied by Capital Outlay Millage revenues, and requires the first payment to charter schools as of February 1 of each year. The remaining Capital Outlay Millage revenue would be divided by the total of capital outlay FTE students in traditional public schools and eligible charter schools in the school district, then multiplied by the total of capital outlay FTE students in each eligible charter school in the school district to determine each charter school's allocation. However, to the extent a charter school receives State charter school capital outlay funding in the general appropriations act, its share of Capital Outlay Millage revenues would be reduced by a like amount.

During the Florida Legislature's 2018 Regular Session, the Florida Legislature passed Committee Substitute for House Bill 7055 ("CS/HB 7055"). CS/HB 7055, among other things, revises certain of the requirements of HB 7069 relating to the required sharing of the Capital Outlay Millage revenues with charter schools. CS/HB 7055 specifies that charter school capital outlay funds shall consist of State funds when such funds are appropriated. However, if in any given year the amount of State funds is not equal to, or is less than, the average charter school capital outlay funds per unweighted FTE student for the Fiscal Year 2018-19, multiplied by the estimated number of charter school students for the applicable Fiscal Year and adjusted for inflation from the previous year, charter school capital outlay funds shall also consist of the Capital Outlay Millage revenue. CS/HB 7055 also clarified that the debt service obligation that can be reduced from the distribution to charter schools is the debt service obligation incurred as of March 1, 2017, which has not been subsequently retired, and also requires each school district to annually certify to FDOE the amount of the debt service obligation that can be reduced from the distribution to charter schools. Additionally, in the event aggregate lease-purchase agreement payments, including lease-purchase agreements entered into prior to June 30, 2009, exceed three-fourths of the Capital Outlay Millage revenues, CS/HB 7055 provides that a school district may not withhold administrative expenses authorized by law from any charter school operating in the school district.

At this time, the Board cannot determine the long-term impact of HB 7069, as revised by CS/HB 7055, on the amount of revenues available to the Board from the Capital Outlay Millage to make Basic Rent Payments under the Master Lease. For Fiscal Year 2017-18, the impact of HB 7069 on the District reduced its capital budget by approximately $2,717,067. For Fiscal Year 2018-19, there was no impact on the Board as Fiscal Year 2018-19 provides the baseline State funding for determining whether charter schools receive any Capital Outlay Millage revenues in future years. For Fiscal Years 2019-20 through 2022-23, sufficient State charter school capital outlay funds per unweighted FTE student were appropriated so that the Board was not required to share any Capital Outlay Millage revenues with charter schools in the District in such Fiscal Years.

The following table sets forth the Capital Outlay Millage levy that would provide 1.00x coverage of the maximum annual Basic Rent Payments represented by the Prior Certificates and the Eligible Portion of the Series 2023A Certificates, based on current law and assuming 96% collection of the taxes levied:

[Remainder of page intentionally left blank]

ANTICIPATED CAPITAL OUTLAY MILLAGE LEVY REQUIRED TO COVER MAXIMUM ANNUAL PAYMENTS REPRESENTED BY THE PRIOR CERTIFICATES AND THE ELIGIBLE PORTION OF THE SERIES 2023A CERTIFICATES

Fiscal Year 2022-23	
Net Taxable Assessed Valuation[1]	$59,967,982,716
Capital Outlay Millage Levy	1.500
Assumed Tax Collection Rate	96.0%
Total Revenue Generated by 1.50 mill Levy at 96% Collection	$86,353,895
Capital Outlay Millage Legally Required to Satisfy Maximum Annual Basic Rent Payments Represented by the Prior Certificates and the Eligible Portion of the Series 2023A Certificates	
Maximum Annual Basic Rent Payments Represented by the Prior Certificates and the Eligible Portion Series 2023A Certificates (Fiscal Year 20__-__)[2][3]	$_____
Minimum Capital Outlay Millage Needed to Satisfy Maximum Annual Basic Rent Payments Represented by the Prior Certificates and the Eligible Portion of the Series 2023A Certificates[2][3][4][5]	_____ mills
Capital Outlay Millage Available After Basic Rent Payments	
Capital Outlay Millage Available After Maximum Annual Basic Rent Payments[2][3][4]	_____ mills
Anticipated Minimum Capital Outlay Millage Revenue Remaining After Basic Rent Payments[2][3][4]	$_____

_____

(1) Such figure is subject to change through the value adjustment board process. See "AD VALOREM TAXATION – Property Assessment and County Property Appraiser."

(2) As described above, with respect to the Series 2023A Certificates, the Capital Outlay Millage is only available for payment of the Basic Rent Payments allocable to the portion of the Series 2023A Project not in excess of the Eligible Portion of the Series 2023A Project. For purposes of this table, such Basic Rent Payments represented by the Series 2023A Certificates represent 100% of the Basic Rent Payments under the Series 2023A Lease Agreement.

(3) Preliminary, subject to change. Assumes the issuance of $_____ in principal amount of Series 2023A Certificates with a true interest cost of _____% and a final maturity of July 1, 20__. Assumes the Outstanding Certificates have the financial arrangements, assumptions, and accounting practices described in footnotes under "CERTIFICATE PAYMENT SCHEDULE." See "ESTIMATED SOURCES AND USES OF FUNDS."

(4) The Series 2010A-QSCB Lease Agreement, the Series 2011A Lease Agreement, and the Series 2023A Lease Agreement are subject to the 75% limitation on the use of the Capital Outlay Millage revenues for the payment of lease-purchase agreements and, therefore, such limitation is taken into account in calculating the estimated millage levy that would satisfy the Maximum Annual Basic Rent Payments. Based on the current millage levy of 1.500 mills, the 75% limitation is 1.125 mills, of which the District is utilizing _____ mills.

(5) Pursuant to CS/HB 7055, the State appropriated the full amount of the charter school capital outlay funds per unweighted FTE student for the State Fiscal Year 2022-23. In future years, if the State does not appropriate an amount at least equal to the average charter school capital outlay per unweighted FTE student for Fiscal Year 2018-19, multiplied by the estimated number of charter school students for the applicable fiscal year and adjusted for inflation from the previous year, charter school capital outlay funds would also consist of the Capital Outlay Millage revenue. If the State had not appropriated any funds for such purpose for Fiscal Year 2022-23, the District would have been required to pay an estimated $10,842,851 or _____ mills of the Capital Outlay Millage to charter schools. At this time, the amount of the Capital Outlay Millage revenues to be shared with eligible charter schools in future years cannot be determined because the amount of State funds appropriated for the charter school capital outlay and charter school enrollment are unknown. See "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Sources" herein.

School Capital Outlay Surtax. Section 212.055(6), Florida Statutes, authorizes school boards to impose a discretionary sales surtax of 0.5% per dollar for fixed capital expenditures or fixed capital costs associated with the construction, reconstruction, or improvement of school facilities and campuses which have a useful life expectancy of five or more years, and any land acquisition, land improvement, design and engineering costs related thereto, as well as retrofitting and providing for technology implementation, including hardware and software for various sites within the District. Surtax revenues may be used for the purpose of servicing bond indebtedness to finance projects authorized by Section 212.055(6), Florida Statutes, and any interest accrued thereto may be held in trust to finance such projects. However, neither the surtax revenues nor any interest accrued thereto may be used for operational expenses. The levy of the surtax must be approved by a referendum of the electors of the county in which the school district is located. By statute, the sales amount above $5,000 on any item of tangible personal property is not subject to the surtax. On November 8, 2016, the citizens of the County approved an extension of the existing discretionary sales surtax of 0.5% (the "Surtax"), to be collected for a 15-year period commencing January 1, 2018, and, expiring on December 31, 2032. The proceeds of the Surtax are used to finance the costs of acquisition, construction, and installation of, and renovation to, certain capital improvements and educational facilities, as well as retrofitting and providing for technology implementation, including hardware and software for various sites, within the District.

The Board received Surtax revenues in the amounts of $30,599,625, $31,128,377, $31,282,122, $36,684,612, and $45,130,466 in Fiscal Years 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22 respectively, and has budgeted to receive $46,935,684 in Fiscal Year 2022-23. The amount of the Surtax revenues distributed to the District is subject to increase or decrease due to increases or decreases in the dollar volume of taxable sales within the County, legislative changes relating to the Surtax, which may include changes in the scope of taxable sales, and other factors which may be beyond the control of the District, including, but not limited to the potential for increased use of electronic commerce and other internet-related sales activity that could have a material adverse impact upon the amount of sales tax revenues distributed to the District. See "RISK FACTORS – Spread of Highly Contagious, Epidemic, or Pandemic Diseases (COVID-19)" herein.

The District issued its Sales Tax Revenue Bonds, Series 2017 (the "Sales Tax Revenue Bonds"). The Sales Tax Revenue Bonds are limited and special obligations of the District payable solely from and secured by a prior lien upon and pledge of the Surtax Revenues. The District may issue additional sales tax revenue bonds in the future. In the past, the District has used excess Surtax revenues for capital outlay projects and to pay the Basic Rent Payments represented by the Series 2015 Certificates.

ANTICIPATED COVERAGE FROM SURTAX REVENUES
OF THE SALES TAX REVENUE BONDS AND
THE BASIC RENT PAYMENTS REPRESENTED BY THE INELIGIBLE PORTION OF
THE SERIES 2023A CERTIFICATES

	Fiscal Year 2022-23
Surtax Revenues[1]	$46,935,684
Maximum Annual Debt Service of the Sales Tax Revenue Bonds	12,495,625
Maximum Annual Basic Rent Payments Represented by the Ineligible Portion the Series 2023A Certificates (Fiscal Year 20__-__)[2]	$_____
Coverage[2]	_____x

_____

(1) The Board has budgeted to receive $46,935,684 in Surtax revenue for Fiscal Year 2022-23, which amount includes approximately $4,042,475 of Surtax revenues budgeted to be shared with eligible charter schools in the District.
(2) Assumes the issuance of $_____ in principal amount of Series 2023A Certificates with a true interest cost of _____% and a final maturity of July 1, 20__.

WHILE THE BOARD EXPECTS TO USE THE SURTAX REVENUES TO PAY THE INELIGIBLE PORTION PORTION OF THE BASIC RENT PAYMENTS REPRESENTED BY THE SERIES 2023A CERTIFICATES, THE SURTAX REVENUES ARE NOT PLEDGED TO THE PAYMENT OF THE SERIES 2023A CERTIFICATES, AND THE HOLDERS OF THE SERIES 2023A CERTIFICATES WILL NOT HAVE A LIEN UPON ANY SURTAX REVENUES. ADDITIONALLY, THE SURTAX REVENUES ARE PLEDGED TO SECURE THE SALES TAX REVENUE BONDS AND MAY BE PLEDGED TO SECURE OTHER BONDS OR OBLIGATIONS ISSUED BY THE DISTRICT IN THE FUTURE AND THE HOLDERS OF SUCH BONDS OR INDEBTEDNESS HAVE OR WOULD HAVE A PRIOR LIEN UPON SUCH SURTAX REVENUES. NOTWITHSTANDING THE FOREGOING, THE DISTRICT DOES NOT CURRENTLY ANTICIPATE THE ISSUANCE OF ANY ADDITIONAL BONDS OR OBLIGATIONS SECURED BY A PLEDGE OF, AND LIEN UPON, THE SURTAX REVENUES; PROVIDED HOWEVER, THE DISTRICT MAY CAUSE THE ISSUANCE OF ADDITIONAL CERTIFICATES PAYABLE FROM SURTAX REVENUES.

Educational Impact Fees. The County imposes an educational impact fee based on an ordinance adopted by the Manatee County Board of County Commissioners (BOCC) in 2002. This ordinance was most recently amended in November 2017 when Ordinance 2017-046 established, in part, revised fees to be collected. The educational impact fees are collected for most new residential construction by the County and each municipality within the County based on an interlocal agreement. The educational impact fees are to be used solely for the purpose of providing capital improvements to the public educational system necessitated by new residential development and are not to be used for any expenditures that would be classified as maintenance or repair expense. The authorized uses include, but are not limited to, land acquisition; facility design and construction costs; furniture and equipment; and payment of principal, interest and related cost of indebtedness necessitated by new residential development.

For the Fiscal Years 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22 the District received $13,546,047, $17,236,868, $21,759,271, $29,073,369 and $31,150,906, respectively, in educational impact fee revenues. The Board has budgeted to collect $31,150,906 in educational impact fee revenues for the Fiscal Year 2022-23. There can be no assurance that educational impact fee revenues will be available to the Board in the future, as impact fee rates, as well as their levy, are subject to the discretion of the Board of County Commissioners of the County. In addition, educational impact fee revenue collections will also vary depending on the rate at which the educational impact fees are imposed, the categories of the buildings on which they are imposed, and the rate of new construction in the County, all of which are outside the control of the Board. Therefore, the educational impact fee collection numbers provided herein, are not a reliable indication of the amount of revenues the Board can expect to receive in future years from the levy of educational impact fees. THE DISTRICT DOES NOT ANTICIPATE USING THE EDUCATIONAL IMPACT FEES TO MAKE BASIC RENT PAYMENTS REPRESENTED BY THE SERIES 2023A CERTIFICATES.

The Surtax revenues and educational impact fee revenues may be pledged to secure other bonds or obligations issued by the Board in the future and the holders of such bonds or indebtedness would

have a prior lien upon such Surtax revenues and educational impact fee revenues. Notwithstanding the foregoing, the District does not currently anticipate the issuance of any additional bonds or obligations secured by the Surtax revenues or educational impact fee revenues.

OPERATING REVENUE OF THE DISTRICT

The District derives its operating income from a variety of federal, State, and local sources. Section 1013.15(2)(a), Florida Statutes, authorizes the use of operating revenues to make lease payments on lease-purchase agreements. While restrictions applicable to the use of certain types of operating revenues (such as federal revenues and State categorical revenues) may prohibit the use of such operating revenues by the Board to make Basic Rent Payments under Section 1013.15(2)(a), Florida Statutes, and there can be no assurance that such funds would be available to the Board to make Basic Rent Payments in the case of such conflicts. Prospective purchasers should assume that operating funds will not be available to make Basic Rent Payments represented by the Series 2023A Certificates and that such payments will be made solely from the Capital Outlay Millage. The major categories of these income sources for the operating revenues are briefly described below.

State Sources

The District's two major sources of funds from the State are (i) the basic Florida Education Finance Program ("FEFP") receipts and (ii) FEFP categorical program receipts.

Florida Education Finance Program. The major portion of State support is distributed under the provisions of the Florida Education Finance Program ("FEFP"), which was enacted by the State Legislature in 1973. Basic FEFP funds are provided on a weighted FTE student basis and through a formula that takes into account: (a) varying program costs; (b) cost differentials between districts; (c) differences in per student costs due to the density of student population; and (d) the required level of local support. Program cost factors are determined by the Florida Legislature each year. The amount of FEFP funds disbursed by the State is adjusted four times during each year to reflect changes in FTE and in other variables comprising the formula, as well as to compensate for increases or decreases in ad valorem tax revenue resulting from adjustments to the valuation of non-exempt property in each county. To participate in FEFP funding, the District must levy a minimum millage for operating purposes, which is set by the State Department of Education. The District's general fund receipts from the state for FEFP pursuant to the above formula for Fiscal Years 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22 were $112,617,761, $113,512,932, $123,838,026, $129,100,470 and $123,364,892, respectively, and are budgeted at $138,320,516 for Fiscal Year 2022-23.

As described above, FEFP funding is derived from two main sources: state sales tax revenues and local property taxes. The State determines the funding split between the two sources for each district. As a property rich county, the County property taxes have increasingly shouldered much of the financial burden. For Fiscal Year 2021-22, local property taxes provided 59% of the FEFP funds and were budgeted to provide 60% of the FEFP funds for Fiscal Year 2022-23.

FEFP Categorical Program. FEFP categorical programs are lump sum appropriations from the State intended to supplement local school district revenues to enhance the delivery of educational and support services by each school district. Categorical funds are restricted, meaning that funds must be expended according to guidelines set by State statute, FDOE and/or Florida Administrative Code. In recent years, most categorical programs have been eliminated and the funds are now earmarked within

the FEFP base student allocation. The only remaining categorical program is class size reduction. The allocation for class size reduction is based on a funding formula and the majority of the funds available require actual appropriation by the Board for the purposes for which they were provided. Class size reduction funds were $52,740,895, $53,068,613, $53,427,335, 54,355,701, and $49,965,296 for Fiscal Years 2017-18, 2018-19, 2019-20, and 2020-21, respectively, and are budgeted at $50,982,207 for Fiscal Year 2022-23.

Student enrollment has increased over the past 10 years by an average of 678 students per year. In the 2020-21 school year, the District allowed students to attend school virtually or in person due to the COVID-19 pandemic. Some families elected to utilize home schooling, private schools, or charter schools or delay younger students from starting kindergarten by one year; however, there was no enrollment decline as a result. See "RISK FACTORS – Spread of Highly Contagious, Epidemic, or Pandemic Diseases (COVID-19)" herein. The District expects continued enrollment increases over the next five years due to housing developments and growth trends in the County.

State Lottery Revenues. A portion of the revenues generated from the State lottery is distributed to each State school district as Discretionary Lottery revenue and Florida School Recognition Program revenue. The Florida School Recognition program recognizes schools that have received an "A" or improved at least one letter grade from the previous school year and, such revenues are required to be used for nonrecurring bonuses for school faculty and staff, nonrecurring expenditures for educational equipment or materials, for temporary personnel to assist schools in maintaining or improving student performance, or any combination of these. The District received $2,048,850, $2,176,166, and $2,193,119 in Florida School Recognition revenues for Fiscal Years 2017-18, 2018-19, and 2019-20 respectively. The Florida School Recognition program was not funded by the State for Fiscal Years 2020-21 and 2021-22, as the State waived its requirements for measuring school grade progress, which is the main component for awarding Florida School Recognition Funds. The District has not budgeted to receive any Florida School Recognition Funds for Fiscal Year 2022-23. The District received $86,023, $165,406, and $49,689 in Discretionary Lottery revenues for Fiscal Years 2017-18, 2018-19, and 2019-20, respectively. The Discretionary Lottery program was not funded by the State for Fiscal Years 2020-21 or 2021-22. The District has not budgeted to receive any Discretionary Lottery revenues for Fiscal Year 2022-23.

Local Sources

Local revenue for District operating support is derived almost entirely from ad valorem real and tangible personal property taxes. In addition, the District earns interest on cash invested and collects other miscellaneous revenues.

The Constitution of the State of Florida limits the non-voted millage rate that school boards may levy on an annual basis for operational funds to 10 mills ($10 per $1,000 of taxable real and personal property value). The millage limitation does not apply to taxes approved at referendum by qualified electors in the County for general obligation bonds and certain other short-term, voter approved levies. Chapter 1011, Florida Statutes, further limits the millage levy for operational purposes to an amount established each year by the State appropriations act and finally certified by the Commissioner of the State Department of Education. Within this operational limit, each school district desiring to participate in the State's appropriation of FEFP funds for current operations must levy a non-voted millage rate that is determined annually by the Florida Legislature and certified by the Commissioner (the "Required Local Effort"). The Required Local Effort levied by the District for the Fiscal Years 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22 were 4.360 mills, 4.083 mills, 3.887 mills, 3.725 mills, and 3.628 mills, respectively.

The Board has budgeted that the Required Local Effort to be levied by the District for Fiscal Year 2022-23 is 3.274 mills.

In addition to the Required Local Effort, school districts are entitled to an additional non-voted current operating discretionary millage not to exceed an amount established annually by the Florida Legislature (the "Current Operating Discretionary Millage"). The District levied a Current Operating Discretionary Millage of 0.748 mills for each of the Fiscal Years 2017-18 through 2021-22. The Board has budgeted that the Current Operating Discretionary Millage to be levied by the District for Fiscal Year 2022-23 is 0.748 mills.

School boards may, upon approval by voters in a local referendum or general election, levy an additional millage for operating needs up to an amount that when combined with the non-voted millage does not exceed 10 mills (the "Additional Voted Operating Millage"). The Additional Voted Operating Millage shall be for a maximum of four years. The Board chose to seek voter approval for the levy of up to an additional 1.00 mills for operating purposes for a period of three years. The voters in the County approved such levy and the District levied or will levy 1.00 mills from July 1, 2022 through June 30, 2025. The Board currently shares the revenues collected from the Additional Voted Operating Millage with charter schools based on their proportionate share of total District enrollment.

Ad valorem tax revenue collections for operating levies for the Fiscal Years 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22 were $177,675,400, $218,404,658, $227,345,430, $234,434,449, and $247,484,131, respectively. Ad valorem taxes for operating purposes are budgeted to be $289,112,841 for Fiscal Year 2022-23.

Federal Sources

The District receives certain federal moneys, both directly and through the State, substantially all of which are restricted for specific programs. Much of the revenue is derived from grants that are renewed annually. Many grants reimburse for actual eligible expenses, therefore revenue is not accurately available until projects are reconciled at year end. Federal revenue sources recorded for Fiscal Years 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22 were $59,713,987, $60,882,100, $60,685,692, $79,529,957, $120,242,865, respectively, and was budgeted at $55,524,121 for Fiscal Year 2022-23. Such funds are not available to make Lease Payments on the Lease Agreements.

AD VALOREM TAXATION

The following information is provided in view of the fact that a large portion of the Board's revenues are derived from ad valorem taxation.

Property Assessment and County Property Appraiser

General. Ad valorem taxes may be levied only by counties, school districts, municipalities, and certain special districts (railroad properties are centrally assessed at the State level). No State ad valorem taxes shall be levied upon real estate or tangible personal property. State law requires that all ad valorem taxation be assessed at a uniform rate within each taxing unit and, with certain exceptions, that real and personal property subject to ad valorem taxation be assessed at 100% of its just value. See "AD VALOREM TAXATION – Property Assessment and County Property Appraiser – Limitation on Increase in Assessed Value of Property." The following property is generally subject to taxation in the manner

provided by law: (a) all real and personal property in the State and all personal property belonging to persons residing in the State; and (b) all leasehold interests in property of the United States, of the State, or any political subdivision, municipality, agency, authority, or other public body corporate of the State. Pursuant to the Constitution of the State of Florida and State law, certain of such property may be exempt from ad valorem taxation. See "AD VALOREM TAXATION – Exemptions from Ad Valorem Taxation."

Determination of Property Valuation. The Property Appraiser of the County (the "Property Appraiser") determines property valuation on real and tangible personal property subject to ad valorem taxation as of January 1 of each year. By July 1 of each year, the Property Appraiser notifies the County, the District, each municipality within the County, and each other legally constituted special taxing district within the County as to its just valuation, the legal adjustments and exemptions, and the taxable valuation. The taxable valuation is then used by each taxing body to calculate its ad valorem millage for the budget year. See "AD VALOREM TAXATION – Millage Set by Local Governing Body" and "AD VALOREM TAXATION – Property Assessment and County Property Appraiser – Limitation on Increase in Assessed Value of Property" for limitations on increases in assessed value of property.

Limitation on Increase in Assessed Value of Property. The Constitution of the State of Florida limits the increases in assessed just value of homestead property to the lower of (a) 3% of the assessment for the prior year or (b) the percentage change in the Consumer Price Index for all urban consumers, U.S. City Average, all items 1967=100, or successor reports for the preceding calendar year as initially reported by the United States Department of Labor, Bureau of Labor Statistics. The accumulated difference between the assessed value and the just value is known as the "Save Our Homes Benefit." Further, any change of ownership of homestead property or upon termination of homestead status such property shall be reassessed at just value as of January 1 of the year following the year of sale or change of status; new homestead property shall be assessed at just value as of January 1 of the year following the establishment of the homestead; and changes, additions, reductions or improvements to the homestead shall initially be assessed as provided for by general law.

Owners of homestead property may transfer up to $500,000 of their Save Our Homes Benefit to a new homestead property purchased within three years of the sale of their previous homestead property to which such benefit applied if the just value of the new homestead is greater than or is equal to the just value of the prior homestead. If the just value of the new homestead is less than the just value of the prior homestead, then owners of homestead property may transfer a proportional amount of their Save Our Homes Benefit, such proportional amount equaling the just value of the new homestead divided by the just value of the prior homestead multiplied by the assessed value of the prior homestead.

For all levies other than school district levies, assessment increases for specified non-homestead real property may not exceed 10% of the assessment for the prior year. See "AD VALOREM TAXATION – Legislation Relating to Ad Valorem Taxation – Recent Amendments Relating to Ad Valorem Taxation."

Preparation of Tax Roll. The Property Appraiser applies the final certified millage of each taxing body to the assessed valuation on each item of real and tangible personal property, and prepares the final tax roll which is certified to the Tax Collector of the County (the "Tax Collector") by October 1. This permits the printing of tax bills for delivery on November 1 of each year. The tax bills contain all of the overlapping and underlying millages set by the various taxing bodies. All ad valorem taxes are collected by the Tax Collector and distributed to the various taxing bodies. See "AD VALOREM TAXATION – Tax Collection and Distribution by County Tax Collector."

Appealing Property Valuation. Concurrently with notification to the various taxing bodies, the Property Appraiser notifies each property owner of the proposed valuation and the proposed millage on his or her property. If the individual property owner believes that his or her property has not been appraised at just value, the owner may (a) request an informal conference with the Property Appraiser to resolve the issue, (b) file a petition with the clerk of the County value adjustment board (the "Adjustment Board"), or (c) appeal to the Circuit Court within 60 days of the certification for collection of the tax roll or within 60 days of the issuance of a final decision by the Adjustment Board. A petition to the Adjustment Board must be signed by the taxpayer or be accompanied at the time of filing by the taxpayer's written authorization for representation by a qualified person. A taxpayer receives notice of the hearing and is required to provide the Property Appraiser with a list of evidence, copies of documentation, and summaries of testimony prior to the hearing before the Adjustment Board. The Adjustment Board holds public hearings on such petitions and may make adjustments to the valuations made by the Property Appraiser if such valuations are found not to be fair and at market value. The Adjustment Board must complete all required hearings and certify its decision with regard to all petitions and certify to the Property Appraiser the valuation to be used by June 1 following the tax year in which the assessments were made. The June 1 requirement shall be extended until December 1 in each year in which the number of petitions filed with the Adjustment Board increased by more than 10% over the previous year. These changes are then made to the final tax roll.

Property owners appealing the assessed value or assigned classification of their property must make a required partial payment of taxes (generally equal to 75% of the ad valorem taxes due, less the applicable statutory discount, if any) with respect to the properties that will have a petition pending on or after the delinquency date (normally April 1). A property owner's failure to make the required partial payment before the delinquency date will result in the denial of the property owner's petition.

Assessed Valuation of Taxable Property

The following table shows the District's assessed and estimated taxable assessed value for the Fiscal Years shown.

ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS
(UNAUDITED)

	Just Value				Total School Taxable
Fiscal Year	Real Property	Personal Property	Centrally Assessed	Less Exemptions	Value[1]
2022	$78,207,126,900	$3,784,856,655	$8,933,050	$8,182,369,584	$47,666,050,988
2021	52,057,131,591	3,687,915,638	10,560,886	7,251,861,078	44,398,287,814
2020	49,354,143,540	3,544,713,849	9,171,688	6,866,037,268	41,780,543,525
2019	45,873,929,443	3,398,172,723	9,478,608	6,499,216,631	38,766,742,392
2018	45,930,429,514	3,283,760,529	9,471,191	6,464,230,674	35,999,618,456
2017	39,458,732,427	3,106,498,488	8,385,758	9,458,967,439	33,114,649,234
2016	35,990,421,239	3,095,531,886	7,971,396	8,477,293,975	30,616,630,546
2015	31,747,370,491	2,961,644,950	7,992,261	6,784,230,192	27,932,777,510
2014	28,598,236,142	2,724,593,216	8,008,955	5,458,863,540	25,871,974,773
2013	27,271,851,487	2,724,131,670	7,509,299	5,117,126,987	24,886,365,469

[1] The total school taxable value for Fiscal Year 2022-23 is equal to $59,967,982,716.

Source: Annual Comprehensive Financial Report of the School District of Manatee County, Florida for the Fiscal Year Ended June 30, 2022.

Millage Set by Local Governing Body

General. The Constitution of the State of Florida provides that ad valorem taxes shall not be levied in excess of the following millages upon the assessed value of real estate and tangible personal property: for all county purposes, ten mills; for all municipal purposes, ten mills; for all school purposes, ten mills; for water management purposes for the northwest portion of the state lying west of the line between ranges two and three east, 0.05 mill; for water management purposes for the remaining portions of the state, 1.0 mill; and for all other special districts a millage authorized by law approved by voters. There is no limit on the amount of ad valorem taxes a local government may levy for the payment of debt service on voter-approved general obligation bonds.

As described above, the Property Appraiser is required to certify to each taxing authority the aggregate taxable value of all non-exempt property within the jurisdiction of the taxing authority, as well as the prior year's tax revenues, for use in connection with the determination of the forthcoming budget and millage levy. The form on which such certification is made by the Property Appraiser is required to include instructions to each taxing authority describing the proper method of computing a millage rate, which, exclusive of new construction, additions to structures, deletions and property added due to geographic boundary changes, will provide the same ad valorem tax revenues for each taxing authority as was levied during the prior Fiscal Year. See "AD VALOREM TAXATION – Millage Set by Local Governing Body – Millage Rollback Legislation."

Each respective millage rate, except as limited by law, is set on the basis of estimates of revenue needs and the total taxable property valuation within the taxing authority's respective jurisdiction. Ad valorem taxes are not levied in excess of actual budget requirements. State law requires the Board to adopt and maintain a balanced tentative budget and a balanced final budget, in which anticipated revenues less certain required deductions combined with beginning fund balances equal appropriations. The Board is required to advertise its intent to adopt a tentative budget, including a capital outlay budget, within 29 days following receipt from the Property Appraiser of the preliminary certificate of taxable value. The Board holds a public hearing on the tentative budget and the proposed tax rates within five days of its advertisement, and officially adopts the tentative budget and tax rates at the hearing. Thereafter, the Property Appraiser prepares tax millage notices for property owners within the District. The final budget and tax rate are fixed in September of each year, following a final public hearing and in accordance with statutory timelines. The Superintendent is responsible for preparing the preliminary and tentative budgets for recommendation to the Board. Generally, the final budget is substantially the same as the tentative budget since the Board's hiring plans and materials purchases have been determined before the final Budget is adopted. The Board adopted the tentative budget for the Fiscal Year 2022-23 on July 26, 2022, and adopted the final budget for the Fiscal Year 2022-23 on September 6, 2022.

As part of the budget process, the District is required to provide advance notice of the purposes for which the District intends to spend budgeted amounts, including those derived from the revenues generated from the Capital Outlay Millage, and to adopt a budget that shows the capital outlay expenditures applicable to each project. For information regarding the Capital Outlay Millage, see "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Sources." The District currently lists in such notice all projects that may begin within the Fiscal Year which are reasonably anticipated to

be funded from revenues generated from the estimated Capital Outlay Millage. This listing is provided to allow for public input for all capital outlay projects that are reasonably anticipated to be funded from the revenues.

Millage Rollback Legislation. In 2007, the Florida Legislature adopted a property tax plan that significantly impacted ad valorem tax collections for State local governments (the "Millage Rollback Legislation"). One component of the Millage Rollback Legislation required counties, cities, and special districts to rollback their millage rates for the Fiscal Year 2007-08 to a level that, with certain adjustments and exceptions, would generate the same level of ad valorem tax revenue as in Fiscal Year 2006-07; provided, however, depending upon the relative growth of each local government's own ad valorem tax revenues from 2001 to 2006, such rolled back millage rates were determined after first reducing 2006-07 ad valorem tax revenues by 0% to 9%. In addition, the Rollback Legislation also limited how much the aggregate amount of ad valorem tax revenues may increase in future Fiscal Years. A local government may override certain portions of these requirements by a supermajority, and for certain requirements, a unanimous vote of its governing body. School districts are not required to comply with the particular provisions of the Millage Rollback Legislation relating to limitations on increases in future years.

District Millage Rates. The following table shows the millage rates levied by the District for the Fiscal Years shown:

PROPERTY TAX RATES
(PER $1,000 ASSESSED VALUATION)
(UNAUDITED)

	Fiscal Year Ended					
	2018	2019	2020	2021	2022	2023
General Fund						
Nonvoted School Tax:						
Required Local Effort	4.360	4.083	3.887	3.724	3.628	3.274
Basic Discretionary Local Effort	0.748	1.748	1.748	1.748	1.748	1.748
Capital Projects – Local Capital Improvement Fund						
Nonvoted School Tax:						
Local Capital Improvements	1.500	1.500	1.500	1.500	1.500	1.500
Total District Millage Levy	6.608	7.331	7.135	6.972	6.876	6.522

Sources: For the Fiscal Years 2017-18 through 2021-22, Annual Comprehensive Financial Report of the School District of Manatee County, Florida for the Fiscal Year Ended June 30, 2018 through 2022. For Fiscal Year 2022-23, District Summary Budget for the Fiscal Year ended June 30, 2023.

Tax Collection and Distribution by Tax Collector

General. All real and tangible personal property taxes are based on assessed values as certified and delivered to the Tax Collector by the Property Appraiser as described above. The Tax Collector mails to each property owner on the tax roll a tax bill for the taxes levied by the various taxing authorities in the County. Taxes may be paid upon receipt of such bill with discounts at the rate of 4% if paid in the month of November, 3% if paid in the month of December, 2% if paid in the month of January, and 1% if paid in

the month of February. Taxes paid during the month of March are without discount. Because of the discount in ad valorem taxes for payments made prior to March 1, taxes collected will likely never be 100% of the tax levy.

However, pursuant to Executive Order Number 22-242 issued by Florida Governor Ron DeSantis on October 20, 2022, with respect to certain property in the County that has been completely destroyed or otherwise rendered uninhabitable as a result of Hurricane Ian, ad valorem taxes are due and payable on January 1, 2023 and will become delinquent on June 1, 2023. In connection therewith, discounts of payments of ad valorem taxes for properties that have been completely destroyed or otherwise rendered uninhabitable are as follows: 4% if paid in the months of November 2022, December 2022 or January 2023; 3% if paid February 2023; 2% if paid in March 2023; 1% if paid in April 2023. Taxes paid in May 2023 are without discount. Notwithstanding the foregoing, the Board does not expect any delay in ad valorem tax collections as a result of Executive Order Number 22-242 to impact its ability to make Basic Rent Payments on the Series 2023A Certificates. At this time, the impact of Hurricane Ian on future taxable assessed valuations or ad valorem tax collections cannot be ascertained. See also, "RISK FACTORS – Climate Change and Natural Disasters" herein.

The Tax Collector is required to distribute the taxes collected to each governmental unit levying the tax. Such distribution is to be made four times during the first two months after the tax roll comes into its possession, and once per month thereafter.

Delinquent Taxes. Except as described above with respect to property destroyed by Hurricane Ian, all unpaid taxes on real and tangible property become delinquent on April 1 of the year following the year in which taxes were levied. Delinquent real property taxes bear interest at the rate of 18% per year from April 1 until paid, or until payment is no longer required or until a tax certificate is sold at auction (from which time the interest rate shall be as bid by the buyer of the tax certificate). Delinquent tangible personal property taxes also bear interest at the rate of 18% per year from April 1 until paid. Delinquent personal property taxes must be advertised within 45 days after delinquency, and after May 1, the property is subject to warrant, levy, seizure and sale.

Tax Certificates and Tax Deeds. On or before June 1 or the 60th day after the date of delinquency, whichever is later, the Tax Collector must advertise once each week for three weeks and must sell tax certificates on all real property that is the subject of delinquent taxes. The tax certificates are sold to those bidding the lowest interest rate. Such certificates include the amount of delinquent taxes, the penalty interest accrued thereon and the cost of advertising. Delinquent tax certificates not sold at auction become the property of the County. State law provides that real property tax liens are superior to all other liens, except prior Internal Revenue Service liens.

To redeem a tax certificate, the owner of the property must pay all delinquent taxes, the interest that accrued prior to the date of the sale of the tax certificate, charges incurred in connection with the sale of the tax certificate, omitted taxes, if any, and interest at the rate shown on the tax certificate (or interest at the rate of 5%, whichever is higher) from the date of the sale of the tax certificate to the date of redemption. If such tax certificates or liens are not redeemed by the property owner within two years, the holder of the tax certificates can cause the property to be sold to pay off the outstanding certificates and the interest thereon.

At any time after two years have elapsed since April 1 of the year of the issuance of a tax certificate and before the expiration of seven years, the holder of the tax certificate may apply for a tax

deed with respect to any tax certificate it holds. Two years after such April 1, the County may make application for a tax deed with respect to any tax certificate it holds. Upon receipt of such applications, a public sale is advertised and held (unless the property is redeemed), and the highest bidder at such sale receives a tax deed for the property. Provisions are also made for the collection of delinquent tangible personal property taxes, but in a different manner, which includes the possible seizure of the tangible personal property.

Exemptions from Ad Valorem Taxation

General. State law provides for numerous exemptions and limitations on ad valorem taxation of real property and tangible personal property. Real property used for the following purposes is generally exempt from ad valorem taxation: religious, educational, literary, charitable, scientific, and governmental uses. Certain additional exemptions and limitations are described below. This description does not purport to describe all exemptions available to property owners in the State, and reference is made to the Constitution of the State of Florida and Chapter 196, Florida Statutes, for a full description of such exemptions. In addition, State law allows for, but does not mandate, the imposition of some exemptions by local governments by ordinance. Certain recent amendments to existing provisions relating to ad valorem tax exemptions are described under "AD VALOREM TAXATION – Legislation Relating to Ad Valorem Taxation – Recent Amendments Relating to Ad Valorem Taxation."

Constitutional Exemptions. The Constitution of the State of Florida provides for the following exemptions from ad valorem taxation:

Exempt Entities/Exempt Purposes. The Constitution of the State of Florida provides that all property owned by a municipality and used exclusively by it for municipal or public purposes shall be exempt from taxation. A municipality, owning property outside the municipality, may be required by general law to make payment to the taxing unit in which the property is located. Such portions of property as are used predominantly for educational, literary, scientific, religious or charitable purposes (exempt purposes) may be exempted by general law from taxation. State law provides that all property owned by an exempt entity, including educational institutions, and used exclusively for exempt purposes shall be totally exempt from ad valorem taxation and all property owned by an exempt entity, including educational institutions, and used predominantly for exempt purposes (at least 50%) shall be exempted from ad valorem taxation to the extent of the ratio that such predominant use bears to the nonexempt use.

Household Goods and Personal Effects. The Constitution of the State of Florida provides that there shall be exempt from taxation, cumulatively, to every head of a family residing in the State, household goods and personal effects to the value fixed by general law, not less than $1,000 and to every widow or widower or person who is blind or totally and permanently disabled, property to the value fixed by general law not less than $500. State law exempts from taxation to every person residing and making his or her permanent home in the State, all household goods and personal effects and exempt property up to the value of $500 of every widow, widower, blind person, or totally and permanently disabled person who is a resident of the State.

Tangible Personal Property and Renewable Energy Devices. The Constitution of the State of Florida provides that by general law and subject to conditions specified therein, $25,000 of the assessed value of property subject to tangible personal property tax shall be exempt from ad valorem taxation. Effective January 1, 2018 through December 31, 2037, the assessed value of solar devices or renewable energy

source devices subject to tangible personal property tax may be exempt from ad valorem taxation, subject to limitations provided by general law.

Property Dedicated in Perpetuity for Conservation. The Constitution of the State of Florida provides that there shall be granted an ad valorem tax exemption for certain real property dedicated in perpetuity for conservation purposes, including real property encumbered by perpetual conservation easements or by other perpetual conservation protections, as defined by general law.

Homestead Exemption. The Constitution of the State of Florida provides for a homestead exemption. Every person who has the legal title or beneficial title in equity to real property in the State and who resides thereon and in good faith makes the same his or her permanent residence or the permanent residence of others legally or naturally dependent upon such person is eligible to receive a homestead exemption of up to $50,000. The first $25,000 applies to all property taxes, including school district taxes. The additional exemption, up to $25,000, applicable to the assessed value of the property between $50,000 and $75,000, applies to all levies other than school district levies. A person who is receiving or claiming the benefit of an ad valorem tax exemption or a tax credit in another state where permanent residency, or residency of another legally or naturally dependent upon the owner, is required as a basis for the granting of that ad valorem tax exemption or tax credit is not entitled to the homestead exemption. In addition to the general homestead exemption described in this paragraph, the following additional homestead exemptions are authorized by State law.

Certain Active Duty Military and Veterans. A military veteran who was honorably discharged, is a resident of the State, and who is disabled to a degree of 10% or more because of misfortune or while serving during wartime may be entitled to a $5,000 reduction in the assessed value of his or her property. This exemption is not limited to homestead property. Under certain circumstances, the veteran's surviving spouse may be entitled to carry over these exemptions.

Permanently and Totally Disabled Veterans. A military veteran who is a resident of the State and was honorably discharged with a service-related total and permanent disability may be eligible for a total exemption from taxes on property they own and use as their homesteads. A similar exemption is available to disabled veterans confined to wheelchairs. Under certain circumstances, the veteran's surviving spouse may be entitled to carry over these exemptions.

Discounts for Disabled Veterans. Each veteran who is age 65 or older and is partially or totally permanently disabled may receive a discount on the assessed value of the property that the veteran owns and uses as a homestead. The discount is a percentage equal to the percentage of the veteran's permanent, service-connected disability as determined by the United States Veteran's Affairs. Under certain circumstances, the veteran's surviving spouse may be entitled to carry over these exemptions.

Deployed Military Personnel. Each person who receives a homestead exemption; who was a member of the United States military or military reserves, the United States Coast Guard or its reserves, or the Florida National Guard; and who was deployed during the preceding calendar year on active duty outside the continental United States, Alaska, or Hawaii in support of military operations designated by the Florida Legislature shall receive an additional exemption equal to a percentage of the taxable value of his or her homestead property. The applicable percentage shall be calculated as the number of days during the preceding calendar year the person was deployed on active duty outside the continental United States, Alaska, or Hawaii in support of military operations designated by the legislature divided by the number of days in that year.

Exemption for Disabled First Responders. First responders who are totally and permanently disabled as a result of injuries sustained in the line of duty receive ad valorem tax relief on their homestead property. The amount of tax relief, to be defined by general law, can equal the total amount or a portion of the ad valorem tax otherwise owed on the homestead property. The State defines first responders as law enforcement officers, correctional officers, firefighters, emergency medical technicians, and paramedics.

Survivors of First Responders. Any real estate that is owned and used as a homestead by the surviving spouse of a first responder (law enforcement officer, correctional officer, firefighter, emergency medical technician or paramedic), who died in the line of duty may be granted a total exemption on homestead property if the first responder and his or her surviving spouse were permanent residents of the State on January 1 of the year in which the first responder died.

Certain Totally and Permanently Disabled Persons. Any real estate used and owned as a homestead by a quadriplegic, less any portion used for commercial purposes, is exempt from all ad valorem taxation. Real estate used and owned as a homestead by a paraplegic, hemiplegic, or other totally and permanently disabled person, who must use a wheelchair for mobility or who is legally blind, is exempt from taxation if the gross household income is below statutory limits.

Other Exemptions. Other exemptions include, but are not limited to, nonprofit homes for the aged (subject to income limits for residents), proprietary continuing care facilities, not for profit sewer water/wastewater systems, certain hospital facilities and nursing homes for special services, charter schools, certain historic property used for commercial purposes, and certain tangible personal property.

Legislation Relating to Ad Valorem Taxation

Recent Amendments Relating to Ad Valorem Taxation. In recent legislative sessions, several legislative proposals and proposed constitutional amendments were passed (and in the case of constitutional amendments, approved by voters) affecting ad valorem taxation, including classification of agricultural lands during periods of eradication or quarantine, deleting requirements that conservation easements be renewed annually, providing that just value of real property shall be determined in the first tax year for income restricted persons age 65 or older who have maintained such property as the permanent residence for at least 25 years, authorizing a first responder who is totally and permanently disabled as a result of injuries sustained in the line of duty to receive relief from ad valorem taxes assessed on homestead property, revising procedures with respect to assessments, hearings and notifications by the value adjustment board, and revising the interest rate on unpaid ad valorem taxes.

Future Amendments Relating to Ad Valorem Taxation. Historically, various legislative proposals and constitutional amendments relating to ad valorem taxation have been introduced in each session of the Florida Legislature. Many of these proposals have provided for new or increased exemptions to ad valorem taxation and limited increases in assessed valuation of certain types of property or otherwise restricted the ability of local governments in the State to levy ad valorem taxes at current levels. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would have a material adverse effect upon the collection of ad valorem taxes by the District, the District's finances in general or the District's ad valorem taxing power.

Property Tax Levies and Collections

The following table shows the District's property tax levies and collections for the Fiscal Years shown.

PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	Taxes Levied For the Fiscal Year	Collected Within the Fiscal Year of Levy		Collections in Subsequent Years[1]	Total Collections to Date	
		Amount[1]	Percentage of Levy		Amount[1]	Percentage of Levy
2022	$328,162,533	$316,058,394	96.31%	-	$316,058,394	96.31%
2021	309,957,923	298,411,731	96.27	$506,766	298,918,497	96.44
2020	298,101,730	287,630,908	96.49	310,207	287,941,115	96.59
2019	284,196,769	274,393,270	96.55	256,097	274,649,367	96.64
2018	237,884,607	229,598,848	96.52	100,227	229,699,075	96.56
2017	229,325,697	221,040,158	96.39	270,897	221,311,055	96.51
2016	222,703,404	215,050,457	96.56	226,283	215,276,740	96.67
2015	206,282,880	194,849,908	94.46	335,140	195,185,048	94.62
2014	196,145,025	189,060,242	96.39	243,210	189,303,452	96.51
2013	189,012,670	182,738,394	96.68	176,736	182,915,130	96.77

[1] Net of allowable discounts.

Note: Property Taxes become due and payable on November 1st of each year. A four percent (4%) discount is allowed if taxes are paid in November, with the discounts declining by one percent (1%) each month thereafter. Accordingly, taxes collected will never be 100% of the tax levy. Taxes become delinquent on April 1st of each year and tax certificates for the full amount of any unpaid taxes and assessments must be sold not later than June 1st of each year. Accordingly, majority of taxes are collected in the fiscal year levied.

Source: Comprehensive Annual Financial Report of the School District of Manatee County, Florida for the Fiscal Year Ended June 30, 2022.

Principal Property Taxpayers

The following table contains the list of the principal property taxpayers in the County as of September 30, 2022:

PRINCIPAL PROPERTY TAX PAYERS
(AMOUNTS EXPRESSED IN THOUSANDS)
(UNAUDITED)

Taxpayer	Taxable Value	Percentage of Total Taxable Value[(1)]
Florida Power & Light Co. – Plant	$1,229,316	2.74%
Tropicana Products, Inc.	323,335	0.72
Mosaic Fertilizer, LLC	208,802	0.46
Peace River Electric Coop, Inc.	136,780	0.30
Manatee Memorial Hospital LP	134,038	0.30
Gulfstream Natural Gas System LLC	126,734	0.28
Gulf Coast Factory Shops	111,450	0.25
Publix Super Markets, Inc.	92,288	0.21
93 FLRPT LLC	88,263	0.20
IMG Academy LLC	87,674	0.20
Total	$2,538,680	5.66%

(1) Percent of total taxable value is calculated using total school taxable value.

Source: Comprehensive Annual Financial Report of Manatee County, Florida for the Fiscal Year Ended September 30, 2022.

LEGISLATIVE CHANGES AFFECTING DISTRICT REVENUES

General

During recent years, various other legislative proposals and constitutional amendments relating to ad valorem taxation and District revenues have been introduced in the State Legislature. Many of these proposals provide for new or increased exemptions to ad valorem taxation, limit increases in assessed valuation of certain types of property or otherwise restrict the ability of local governments in the State to levy ad valorem taxes at recent, historical levels. Other proposals have sought to restrict the ability of local governments to use certain revenues for payment of debt service, to provide for additional procedures and notices to issue tax-supported debt or to require certain local revenues to be shared with charter schools in the school district. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would, or might apply to, or have a material adverse effect upon, the District or its finances.

Class Size Reduction

Amendment 9 to the Constitution of the State of Florida requires that the Florida Legislature provide funding for sufficient classrooms so that class sizes can be reduced to certain constitutional class size maximums and Sections 1003.03 and 1013.735, Florida Statutes, implements Amendment 9 (together with Amendment 9, the "Class Size Legislation").

The Class Size Legislation establishes constitutional class size maximums limiting students per class to no more than 18 for pre-kindergarten through third grade, 22 for grades fourth through eighth and 25 for grades ninth through 12th. Compliance is determined on a period-by-period basis. In the event a school district is not in compliance with such requirements, the legislation provides that the State shall reduce the FEFP categorical funds and the base student allocation due to such school district for operational purposes. For those school districts that are in compliance with the constitutional amendment additional funds shall be distributed. The additional distribution is calculated by taking 25% of the total funds reduced from those school districts not in compliance and distributing an amount up to 5% of the base student allocation multiplied by the total district full-time equivalent students. School districts not in compliance are required to submit to the Commissioner a corrective action plan that describes specific actions the district will take in order to fully comply with the requirements by October of the following year. If the district submits the certified plan by the required deadline, the funds remaining after the reallocation to school districts will be reallocated based upon each school district's proportion of the total reduction. However, no district shall have an amount added back that is greater than the amount that was reduced.

The Class Size Legislation also created an "Operating Categorical Fund for Class Size Reduction," the "Classroom for Kids Program," the "District Effort Recognition Grant Program" and the "Class Size Reduction Lottery Revenue Bond Program" to provide funding programs for capital outlays and operating expenditures necessary in relation to these mandated class size reductions.

The Class Size Legislation requires each school board to consider implementing various policies and methods to meet these constitutional class sizes, including encouraging dual enrollment courses, encouraging the Florida Virtual School, maximizing instructional staff, reducing construction costs, using joint-use facilities, implementing alternative class scheduling, redrawing attendance zones, implementing evening and multiple sessions and implementing year-round and non-traditional calendars.

Due to the District's student assignment process, the District is on a school wide average for its schools of choice. The District complied with the requirements of the Class Size Legislation for Fiscal Year 2022-23. There can be no assurances that the District will be able to maintain its class size in the manner currently mandated by the Class Size Legislation. While the Class Size Legislation requires that the Florida Legislature, and not local school districts, is generally responsible for the cost of compliance, there can be no assurance that the Florida Legislature will provide funds sufficient to meet the ongoing capital, facility, and operating needs of the District required by the Class Size Legislation. Further, there can be no assurance that the District will have funds sufficient to meet the ongoing capital, facility and operating needs of the District required by the Class Size Legislation or that compliance therewith will not adversely affect other capital needs and operating costs of the District.

Pre-K Programs

The Constitution of the State of Florida provides that every four year old child in the State shall be offered a free, high quality pre-kindergarten learning opportunity by the State. Chapter 1002, Part V, Florida Statutes, creates a statewide Voluntary Pre-kindergarten Education Program (together with the Constitutional amendment, the "Pre-K Legislation"). Among other things, the Pre-K Legislation provides eligibility and enrollment requirements, authorizes parents to enroll their children in a school-year pre-kindergarten ("Pre-K") program delivered by a private Pre-K provider, a summer program delivered by a public school or private Pre-K provider or, if offered in a school district that meets class-size reduction requirements, a school year Pre-K program delivered by a public school. The Pre-K Legislation also requires school districts to deliver summer Pre-K programs and permits school districts to deliver school year Pre-K programs. Additionally, the Pre-K Legislation appropriates State funds to finance the Pre-K programs and provides the method for calculating the funds allocated to each Pre-K program provider.

There can be no assurance that the Florida Legislature will provide funds sufficient to meet the ongoing capital and facility needs of the District required by the Pre-K Legislation. Further, there can be no assurance that the District will have funds sufficient to meet the ongoing capital and facility needs of the District required by the Pre-K Legislation or that ongoing compliance therewith will not adversely affect other capital needs and operating costs of the District.

Educational Choice

In 2016, the Florida Legislature enacted House Bill 7029 ("HB 7029"). Among other things, HB 7029 allows a parent whose child is not subject to a current expulsion or suspension order may seek enrollment in and transport his or her child to any public school in the State, including a charter school, which has not reached capacity. The school district or charter school shall accept and report the student for purposes of funding through the FEFP. The school district or charter school may provide student transportation at their discretion. HB 7029 requires the capacity determinations of each school district and charter school to be current and identified on their respective school websites. Each school must provide preferential treatment in its controlled open enrollment process to: (a) dependent children of active duty military personnel who moved as a result of military orders, (b) children relocated due to foster care placement in a different school zone, (c) children relocated due to a court ordered change in custody as a result of separation or divorce, or the serious illness or death of a parent, and (d) students residing in the school district. Students residing in the school district may not be displaced by a student from another school district. A student who transfers may remain at the school until the student completes the highest grade level offered. This law took effect with the 2017-18 school year. At present, the impact of the school choice provisions of HB 7029 on the District's finances has been minimal.

HB 7029 also revised the method for enforcing compliance with the Class Size Legislation to clarify that for purposes of enforcing compliance, the calculation is based upon the statutory formula used to determine the reduction in class size categorical funding for noncompliance. See "LEGISLATIVE CHANGES AFFECTING DISTRICT REVENUES – Class Size Reduction." At present, it is not anticipated that the Class Size Legislation compliance enforcement provisions of HB 7029 have not had any significant impact on the District's finances.

House Bill No. 7045 ("HB 7045") was passed during the 2021 Florida legislative session and signed into law by Governor DeSantis. HB 7045 merges the State's school choice programs for certain disabled students and expands eligibility for school voucher programs for low- and middle-income

students and students subject to harassment, consolidates existing school-choice programs, increases the amount of State funding for the consolidated school-choice programs to $200 million and allows the use of scholarship funds for private school tuition and other expenses such as tutoring, computers, and internet access. If a significant number of eligible students transition to private schools, it is likely to have an adverse impact on the District's finances. See "RISK FACTORS – State Revenues" herein.

Distribution of Capital Outlay Millage Revenues to Charter Schools

During the Florida Legislature's 2017 Regular Session, the Florida Legislature passed HB 7069 ("HB 7069") which, among other things, requires school districts to distribute local capital outlay funds from the Capital Outlay Millage to charter schools. HB 7069 establishes the calculation methodology to determine the amount of local capital outlay funds from the Capital Outlay Millage a school district must distribute to each eligible charter school. Such calculation provides that the amount of local capital outlay funds from the Capital Outlay Millage a school district must distribute to each eligible charter school will be reduced by the school district's annual debt service obligation incurred as of March 1, 2017 (which include certain of the Prior Leases, but not the Series 2023A Lease Agreement) that are being satisfied by Capital Outlay Millage revenues.

On March 11, 2018, then Governor Rick Scott approved CS/HB 7055. CS/HB 7055, among other things, revised certain of the requirements of HB 7069 relating to the required sharing of the Capital Outlay Millage revenues with charter schools. CS/HB 7055, among other things, specifies that charter school capital outlay funds shall consist of State funds when such funds are appropriated. However, if in any given year, the amount of State funds is not equal to, or is less than, the average charter school capital outlay funds per unweighted FTE student for the Fiscal Year 2018-19, multiplied by the estimated number of charter school students for the applicable fiscal year and adjusted for inflation from the previous year, charter school capital outlay funds shall also consist of the Capital Outlay Millage revenue. CS/HB 7055 also clarified that the debt service obligation that can be reduced from the distribution to charter schools is the debt service obligation incurred as of March 1, 2017, which has not been subsequently retired, and also requires each school district to annually certify to the State of Florida Department of Education the amount of the debt service obligation that can be reduced from the distribution to charter schools. The provisions of HB 7069 were subject to lawsuits filed by certain affected school boards, including the Board. However, none of such suits were successful in challenging the legality of HB 7069. For Fiscal Year 2017-18, the impact of HB 7069 and CS/HB 7055 on the District reduced its capital budget by $2,717,067. For Fiscal Year 2018-19, there was no impact on the District as Fiscal Year 2018-19 provided the baseline State funding for determining whether charter schools receive any Capital Outlay Millage revenues in future years. For Fiscal Years 2019-20 through 2022-23 sufficient State charter capital outlay funds per FTE student were appropriated so that the District was not required to share any Capital Outlay Millage revenues with charter schools in the District in such Fiscal Years. However, no assurance can be given that the State will continue to allocate sufficient State funds in future years. See "RISK FACTORS – State Revenues" and " – Coronavirus (COVID-19)" herein.

Schools of Hope

In addition to requiring school districts to share the Capital Outlay Millage with charter schools, HB 7069, as amended by HB 7070 in 2019, also establishes the Schools of Hope Program to encourage traditional public schools within the State and charter operators throughout the country to replicate their model and service students from persistently low-performing schools and students who reside in a Florida Opportunity Zone (as defined therein). These provisions of HB 7069, now codified in Section

1002.333, Florida Statutes, provide for the establishment of Schools of Hope, which are charter schools operated by a Hope Operator to service students from one or more persistently low-performing schools; are located within a Florida Opportunity Zone or in the attendance zone of the persistently low-performing school or within a five mile radius of such school, whichever is greater; and is a Title I eligible school. Section 1002.333, Florida Statutes, defines "persistently low-performing schools" as schools that have earned three consecutive school grades below a "C" pursuant to Section 1008.34, Florida Statutes, in at least three of the previous five years and has not earned a school grade of "B" or higher in the most recent two school years, and a school that was closed pursuant to Section 1008.33(4), Florida Statutes within two years of a notice of intent, and defines "Hope Operators" as nonprofit organizations that operate three or more charter schools with a record of serving students from low-income families and receives such designation from the Florida Department of Education. Pursuant to Section 1002.333, Florida Statutes, the statutory requirements for the application, approval, and contract that apply to charter schools do not apply to Schools of Hope; instead, a Hope Operator submits a notice of intent to a school district in order to open a School of Hope and the school district is required to enter into a performance based agreement with a Hope Operator within 60 days of receiving a notice of intent.

In addition, Section 1002.333, Florida Statutes, also (a) provides Schools of Hope with certain statutory authority, including, but not limited to, allowing a School of Hope to be designated as a local educational agency for the purposes of receiving federal funds; (b) provides that Schools of Hope are exempt from Chapters 1000-1013, Florida Statutes, and all school board policies, except any laws related to (i) the student assessment program and school grading system, (ii) student progression and graduation, (iii) provisions of services to students with disabilities, (iv) civil rights, (v) student health, safety, and welfare, (vi) public meetings, (vii) public records, and (viii) the code of ethics for public officers and employees.; (c) provides provisions for facilities for Schools of Hope; (d) provides provisions for funding Schools of Hope, including that they be funded in accordance with the statutory provisions relating to funding for charter schools and be considered a charter school for purposes of charter school capital outlay; (e) establishes the School of Hope Program to cover specified operational expenses for Schools of Hope; and (f) establishes the Schools of Hope Revolving Loan Program to help Schools of Hope cover school building construction and startup costs.

The District has two schools that are considered "persistently low-performing schools" under Section 1002.333, Florida Statutes. At this time, the Board cannot determine what impact HB 7069 will have if any other District's schools becoming persistently low-performing schools

Public Safety Mandate

In 2018, the Florida Legislature passed Senate Bill 7026 ("SB 7026") which, among other things, includes provisions designed to: enhance school safety policies, procedures, and personnel at the State and local level; improve and expand mental health services; and revise laws and empower law enforcement and the courts to limit access to firearms by young adults or by individuals exhibiting a risk of harming themselves or others. Specifically, SB 7026 requires each school board and superintendent to partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing any combination of the following options: (a) establish school resource officer programs through cooperative agreements with law enforcement agencies; (b) commission one or more school safety officers for the protection and safety of school personnel, property, and students within the school district; (c) at a school district's discretion, and if established by the sheriff's office, participate in the Guardian Program, which allows certain school employees (but not employees who exclusively perform classroom duties as classroom teachers) to carry a firearm on school

grounds if such employee volunteers and completes the statutorily required training. During the Florida Legislature's 2019 Regular Session, the Florida Legislature enacted Committee Substitute for Senate Bill SB 7030 ("SB 7030"), which, among other things, removes the prohibition on individuals who perform exclusively classroom duties as a teacher from participating in the Guardian Program. However, the decision to allow teachers to be armed guardians remains with each individual school board. It is the consensus of the Board to not allow the arming of teachers in any fashion in the District. The District has complied with the mandate by adding school resource officers or Guardian trained security guards to every school and adding additional security features at every school.

For Fiscal Year 2021-22, the FDOE allocated $3,655,485 to the District for school safety, an increase of $562,365 from Fiscal Year 2020-21. Of this, approximately $654,925 will be allocated to charter schools. The remaining $3,000,560 will be applied to the total cost of implementing SB 7026. The additional cost to the District has been funded from the general fund.

RISK FACTORS

The purchasers of the Series 2023A Certificates are subject to certain risks. Each prospective investor in the Series 2023A Certificates is encouraged to read this Offering Statement in its entirety. Particular attention should be given to the factors described below which, among others, could affect the market price of the Series 2023A Certificates to an extent that cannot be determined. The following is not, and is not intended to be, a complete description of all the risk factors that may affect the repayment of the Series 2023A Certificates.

Annual Right of the Board to Terminate the Series 2023A Lease Agreement

Although the Board has determined in the Master Lease that the Series 2023A Project is necessary to its operations and currently intends to continue the Series 2023A Lease Agreement with respect to the Series 2023A Project for the Maximum Lease Term and has covenanted in the Series 2023A Lease Agreement that the Superintendent will include a sufficient amount in the tentative Budget and final Budget to enable the Board to pay the Basic Rent Payments due in each Fiscal Year, the Board is not required to appropriate funds to pay the Basic Rent Payments. If for any Fiscal Year the Board does not approve a tentative Budget and a final Budget which appropriates sufficient funds from Available Revenues in a line item specifically identified for payment of its obligations under the Master Lease, the Series 2023A Lease Agreement shall terminate as of the last day of the Initial Lease Term or last Renewal Lease Term for which moneys have been budgeted and appropriated with respect to the Series 2023A Project, the Prior Projects, and all other Projects financed thereunder, and the Board will not be obligated to make Basic Rent Payments accruing or arising thereafter, and the Board shall be required to surrender use, possession and control of the Series 2023A Project, the Prior Projects, and all other Projects (in each case, excluding Designated Equipment) to the Trustee within 30 Business Days after the date on which such Event of Non-Appropriation occurs.

THE LIKELIHOOD THAT THE SERIES 2023A LEASE AGREEMENT WILL BE TERMINATED AS THE RESULT OF AN EVENT OF NON-APPROPRIATION IS DEPENDENT UPON CERTAIN FACTORS THAT ARE BEYOND THE CONTROL OF THE CERTIFICATE OWNERS, INCLUDING THE CONTINUING FUTURE UTILITY OF THE SERIES 2023A PROJECT AND THE PRIOR PROJECTS TO THE BOARD AND CHANGES IN POPULATION OR DEMOGRAPHICS WITHIN THE COUNTY (WHICH MAY IMPACT SUCH FUTURE UTILITY).

Limitation Upon Disposition; Ability to Sell or Relet

Following an Event of Default under the Series 2023A Trust Agreement (which includes an Event of Non-Appropriation or Event of Default under the Master Lease), the Trustee may take possession of all or a portion of the Series 2023A Project (other than Designated Equipment). However, due to the governmental nature of the Series 2023A Project, it is not certain whether a court would permit the exercise of the remedies to sell, relet or dispose of the Series 2023A Project. Also, there is no assurance that the Trustee will be able to sell, relet or dispose of the components of the Series 2023A Project or that the Owners of the Series 2023A Certificates will obtain payment of all or any portion of the Principal Component or the Interest Component thereof upon an Event of Default under the Series 2023A Trust Agreement.

No Series 2023A Reserve Account

There is no Reserve Account for the Series 2023A Certificates. However, pursuant to a Supplemental Trust Agreement authorizing the issuance of any Series of Certificates, there may be established and maintained a separate Reserve Account to secure the payment of the principal and/or interest portion of the Basic Rent Payments related to such Series of Certificates. Each such Reserve Account shall secure only the Series of Certificates for which it has been established. See "APPENDIX C – MASTER TRUST AGREEMENT AND FORM OF SERIES 2023A SUPPLEMENTAL TRUST AGREEMENT."

Tax Exempt Status

Upon termination of the Master Lease, there is no assurance that payments made by the Trustee or the Insurer, if any, with respect to the Series 2023A Certificates and the Interest Component of Basic Rent Payments represented by the Series 2023A Certificates will be excludable from gross income for federal income tax purposes. See "TAX EXEMPTION" herein.

Applicability of Securities Laws

In the event of the termination of the Master Lease, the transfer of the Series 2023A Certificates may be subject to or conditioned upon compliance with the registration provisions of applicable federal and state securities laws. Accordingly, there is no assurance that liquidity of the Series 2023A Certificates will not be impaired following termination of the Master Lease.

Capital Outlay Millage Levy

The amount which can be realized by the District derived from the Capital Outlay Millage can be affected by a variety of factors not within the control of the District or the Board including, without limitation, fluctuations in the level of the assessed valuation of property within the District. See "AD VALOREM TAXATION – Assessed Valuation of Taxable Property." Moreover, the maximum Capital Outlay Millage that may be levied and used for Lease Payments is subject to legislative change. See "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Sources" and "LEGISLATIVE CHANGES AFFECTING DISTRICT REVENUES – Distribution of Capital Outlay Millage Revenues to Charter Schools."

The maximum lawful Capital Outlay Millage is also subject to change pursuant to changes in applicable law and may be subject to sharing with charter schools in the District in future years. See "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Sources" herein and "LEGISLATIVE AFFECTING DISTRICT REVENUES – Distribution of Capital Outlay Revenues to Charter Schools" herein for information regarding legislation that requires the Board to share Capital Outlay Millage revenues with charter schools in the District.

State Revenues

A large portion of the District's funding is derived from State sources. See "FINANCIAL RESULTS AND LIABILITIES OF THE DISTRICT." A significantly large percentage of such State revenues is generated from the levy of the State sales tax. The amounts budgeted for distribution from the State to the District are subject to change in the event that projected revenues are not realized, particularly in light of the economic downturn in the State as a result of the coronavirus pandemic. See "RISK FACTORS – Spread of Highly Contagious, Epidemic, or Pandemic Diseases (COVID-19)" herein.

On June 2, 2022, Governor DeSantis approved the State fiscal year 2022-23, which commences July 1, 2022, providing for an approximately $1.4 billion or 6.19% increase in State and local FEFP funding for K-12 public schools over State Fiscal Year 2021-22, reflecting a per-pupil increase of approximately $385 per student or 4.96% over Fiscal Year 2021-22. The adopted budget includes $800 million for teacher salary increases and provides that funds earmarked for teacher salary increases shall be allocated based on each district's share of the base FEFP allocation, and that such funds may be provided in multiple years in order to achieve a particular salary goal. Based upon the adopted budget, the estimated increase for the District is approximately $30,048,355 (inclusive of charter school students and McKay and Family Empowerment Scholarship students) in State and local FEFP funds over Fiscal Year 2021-22. However, there can be no assurance that funding for K-12 public schools will increase exactly as provided for in the current adopted budget.

Additional Lease Schedules

The Board may enter into other Schedules in addition to Lease Schedule No. 2007, Lease Schedule No. 2009, Lease Schedule No. 2010A-QSCB, Lease Schedule No. 2011A, and Lease Schedule No. 2023A. Failure to appropriate funds to pay Basic Rent under any such Schedules will, or an Event of Default under any such Schedules may, result in the termination of all Schedules, including the Lease Schedule No. 2022. Upon any such termination of all Lease Schedules, the Board must surrender all Projects (other than Designated Equipment), including the Series 2023A Project, to the Trustee for sale or lease. The proceeds of any such disposition of Projects will be applied to the payment of the applicable Certificates. In no event will Owners of the Series 2023A Certificates have any interest in or right to any proceeds of the disposition of facilities financed with the proceeds of another Series of Certificates, except for the Series 2023A Project (excluding components of the Projects classified as Designated Equipment). In no event will Series 2023A Certificate holders have any interest in or rights to Designated Equipment. There can be no assurance that the remedies available to the Trustee upon any such termination of all Lease Schedules and the disposition of the Series 2023A Project will produce sufficient amounts to pay the Series 2023A Certificates.

Additional Indebtedness

The Board has in the past, and may in the future, issue additional indebtedness other than in connection with the Master Lease secured by or payable from Available Revenues without the consent of the Owners of the Series 2023A Certificates. Incurring such additional indebtedness may adversely affect the Board's ability to make Lease Payments under the Master Lease. See "SECURITY FOR THE SERIES 2023A CERTIFICATES – Additional Series of Certificates; Outstanding Certificates" herein.

Legislative Changes

In recent years, legislation has been introduced that has reduced State funding for school districts, required that certain percentages of school district funding be spent on particular activities and imposed additional funding restrictions and other requirements on school districts. Many proposals have sought to provide for new or increased exemptions to ad valorem taxation, limit increases in assessed valuation of certain types of property or otherwise restrict the ability of local governments in the State to levy ad valorem taxes at historical levels. Other proposals have sought to restrict the ability of local governments to use certain revenues for payment of debt service or provide for additional procedures and notices in order to issue tax-supported debt. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would, or might apply to, or have a material adverse effect upon, the District or its finances.

Constitutional Amendments

See "AD VALOREM TAXATION – Legislation Relating to Ad Valorem Taxation," and "LEGISLATIVE CHANGES AFFECTING DISTRICT REVENUES" for information concerning certain amendments to the Constitution of the State of Florida and other legislative proposals that could materially adversely affect the District's financial situation.

Property and Casualty Insurance

As a result of the substantial property damage caused by hurricanes and other storms in the State and other parts of the United States over the last few years, property insurance premiums have risen dramatically for State property owners. It has become impossible or economically impracticable for many school districts within the State, including the District, to obtain property insurance with the level of coverage they have historically secured.

Under the current provisions of the Master Lease, the District is required to purchase property insurance in an amount equal to the lesser of (i) 100% of the replacement cost of the Projects, (ii) the Principal Component of the Basic Rent Payments then remaining unpaid, whichever is greater (except that such insurance may be subject to deductible clauses not to exceed $100,000 for any one loss), or (iii) such amount as may be agreed to by the Insurer, if any, and set forth in the Lease Schedule related to such Project. [The District has entered into agreements with various insurance companies to provide specific excess coverage of property claim amounts above the self-insured retention amount. Currently $100,000 for property excluding named storm, wind/hail, and flood damages. Named windstorm deductible is 3% of replacement value per building, per occurrence for wind and hail damages with $250,000 minimum.]

Currently, the District is not in compliance with the property insurance requirements contained within the Master Lease provisions for the Fiscal Year 2022-23. However, in lieu of the provisions contained in the Master Lease, the Board has covenanted in the Series 2023A Lease Agreement, with respect to the Series 2023A Certificates and the Series 2023A Project, that during the term of the Series 2023A Lease Agreement, the Board shall procure and maintain, or cause to be procured and maintained, subject to the requirements of State law, insurance against loss or damage to any part of the Projects by fire or lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, also cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be maintained in such amounts per occurrence as are available at commercially reasonable costs and in minimum amounts necessary to qualify for federal disaster relief programs. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried or required to be carried by the Board. In the event the Board determines that such insurance is unavailable at commercially reasonable rates, such insurance may be maintained in whole or in part in the form of self-insurance by the Board, provided such self-insurance complies with the provisions of the Master Trust Agreement and is in at least the minimum amount necessary to comply for federal disaster relief programs. See "APPENDIX D – MASTER LEASE-PURCHASE AGREEMENT AND FORM OF SERIES 2023A LEASE AGREEMENT" attached hereto. In the event the District suffers substantial damage to its property that is not covered by its current insurance or is not eligible for Federal reimbursement, the District's financial condition could be adversely impacted.

Climate Change and Natural Disasters

Numerous scientific studies on climate change show that, among other effects on the global ecosystem, sea levels may rise, extreme temperatures may become more common, and extreme weather events may become more frequent as a result of increasing global temperatures attributable to atmospheric pollution. Sea levels may continue to rise in the future due to the increasing temperature of the oceans causing thermal expansion and growing ocean volume from glaciers and ice caps melting into the ocean. Coastal areas like the District are at risk of substantial flood damage over time, affecting private development and public infrastructure, including roads, utilities, emergency services, schools, and parks. As a result, the District could lose considerable tax revenues and many residents, businesses, and governmental operations along the waterfront could be displaced. However, the District is unable to predict whether seal level rise or other impacts of climate change or flooding from a major storm will occur, when they may occur, and if any such events occur, whether, they will have a material adverse effect on the business operations or financial condition of the District. Additionally, climate change concerns have led, and may continue to lead, to new laws and regulations at the federal and state levels (including but not limited to air, water, hazardous substances, and waste regulations) that could have a material adverse effect on the operations and/or financial condition of the District.

The State is naturally susceptible to the effects of extreme weather events and natural disasters including floods, droughts, tornadoes, and hurricanes, which could result in negative economic impacts on communities including the District. Such effects can be exacerbated by a longer term shift in the climate over several decades (commonly referred to as climate change as described in the preceding paragraph), including increasing global temperatures and rising sea levels. The occurrence of such extreme weather events could damage local infrastructure that provides essential services to the District. The economic impacts resulting from such extreme weather events could include a loss of revenue, interruption of service, and escalated recovery costs. No assurance can be given as to whether future

extreme weather events will occur that could materially impair the financial condition of the District or damage the Projects.

On September 28, 2022, Hurricane Ian struck the State as a Category 4 storm causing damage to property in the County (including District-owned facilities), with the primary issues being flooding, power outage and downed trees. However, none of the Projects under the Master Lease suffered significant damage. The District estimates costs from Hurricane Ian to be approximately $2,743,000, with approximately $450,000 of that being shelter costs, which are expected to be reimbursed by the County. The Board anticipates seeking reimbursement for all costs not covered by insurance from the Federal Emergency Management Agency ("FEMA"), including both federal and State reimbursement payments. The District currently expects costs not covered by insurance or FEMA reimbursements to be approximately $1.5 million. Notwithstanding the foregoing, the District does not expect any adverse impact on its ability to make Basic Rent Payments under the Master Lease as a result of the storm.

Cybersecurity

The District, like many other school districts, relies on a technology environment to conduct its operations. As such, it may face multiple cybersecurity threats, including, but not limited to, hacking, viruses, malware, and other attacks on computer or other sensitive digital systems and networks. There can be no assurance that any security and operational control measures implemented by the District will be completely successful to guard against and prevent cyber threats and attacks. The result of any such attack could impact operations and/or digital networks and the costs of remedying any such damage could be significant. The District has a multilayered information security program with several established protocols and procedures which include acceptable usage policies and information security guidelines. The District has a comprehensive Security Awareness Program and requires annual training for all staff users and additional required training for high risk users. The District has an approved Cyber Incident Response Team and Risk Assessment Plan.

Construction Cost Maximums

Section 1013.64(6)(b), Florida Statutes, prohibits a district school board from using funds from any sources (including the Surtax and educational impact fees) for new construction of educational plant space with a total cost per student station, including change orders, greater than the amounts set forth in Section 1013.64(6)(b)1., Florida Statutes, as adjusted. However, as of July 1, 2019, if the new construction of educational plant space is subject to a lease-purchase agreement entered into pursuant to Section 1011.71(2)(e), Florida Statutes, a district school board (i) may use certain local funding sources (including the Surtax, school impact fees, and voter approved ad valorem taxes, in each case if legally available for such purpose) to pay for the new construction of educational plant space, and (ii) may, but is not required to, use Capital Outlay Millage revenues and certain state funding sources to pay for the portion of the cost for new construction of educational plant space which does not exceed the total cost per student station requirements or for certain other costs that are not included in cost per student station calculation (such as legal and administrative costs, site improvement costs and school security hardening/capital costs). Since the Series 2023A Project is being financed pursuant to a lease-purchase agreement and a portion of the Series 2023A Project is expected to exceed the total cost per student station limits, such portion of the Series 2023A Project that exceeds the Maximum Cost Per Student Station will be paid with other local revenues such as school impact fees or other legally available funds as described herein.

Effects of Sequestration on Lease Payments

Pursuant to the Balanced Budget and Emergency Deficit Control Act, as amended, the President of the United States ordered that certain automatic spending cuts be implemented pursuant to calculations provided by the United States Office of Management and Budget in its Report to the Congress on sequestration dated March 1, 2013. The cuts include mandatory reductions in the amounts scheduled to be paid by the federal government to issuers of Build America Bonds, Qualified Zone Academy Bonds, Qualified School Construction Bonds, New Clean Renewable Energy Bonds and Qualified Energy Conservation Bonds (collectively, "Direct-Pay Bonds") under Section 6431 of the Internal Revenue Code.

Payments to issuers of Direct-Pay Bonds from the budget accounts associated with these bonds were originally subject to an effective reduction of 8.7% of the amount budgeted for such payments on and after March 1, 2013 through September 30, 2013. For payments to issuers of Direct-Pay Bonds during federal fiscal year 2014, which ended September 30, 2014, the annual sequester rate was reduced to 7.2%. For federal fiscal year 2016, which ended September 30, 2016, the annual sequestration rate was reduced to 6.8%. For payments to issuers of Direct-Pay Bonds for federal fiscal year 2017, which ended September 30, 2017, the annual sequester rate was 6.9%. For payments to issuers of Direct-Pay Bonds for federal fiscal year 2018, which ended September 30, 2018, the annual sequester rate was 6.6%. For payments to issuers of Direct-Pay Bonds for federal fiscal year 2019, which ended September 30, 2019, the annual sequester rate was 6.2%. For payments to issuers of Direct-Pay Bonds for federal fiscal year 2020, which ends September 30, 2020, the annual sequester rate is 5.9%. For payments to issuers of Direct-Pay Bonds for federal fiscal years 2021 through 2030, the annual sequester rate is 5.7%. Unless otherwise resolved, sequestration may continue through the end of federal fiscal year 2030, with reductions in subsidy payments expected of 5.7% of what would otherwise be received.

For federal Fiscal Year 2021-22, the Board anticipates its aggregate expected annual Issuer Subsidy of $_____ to be reduced by 5.7%, resulting in a corresponding increase in interest costs for the District that must be paid from other revenue sources. Payment of the Lease Payments on the Series 2010A-QSCB Certificates is not contingent upon receipt by the Board of such subsidy payments and the Board does not expect that any such reduction in its subsidy payments will affect its ability to make Lease Payments on the Series 2010A-QSCB Certificates.

Spread of Highly Contagious, Epidemic, or Pandemic Diseases (COVID-19)

The Coronavirus 2019 ("COVID-19") pandemic, along with various governmental measures taken to protect public health in light of the pandemic, has had an adverse impact on global financial markets and economies, including financial markets and economic conditions in the United States. The impact of the COVID-19 pandemic on the U.S. economy has been broad based and to negatively impact national, state, and local economies and such impact is expected to continue. In response to such expectations, on March 13, 2020, then-President Trump declared a "national emergency," which, among other effects, allows the executive branch to disburse disaster relief funds to address the COVID-19 pandemic and related economic dislocation.

On March 9, 2020, Governor Ron DeSantis declared a state of emergency in Florida due to the spread of COVID-19 (the "Gubernatorial Disaster Proclamation"). In addition, Governor DeSantis signed various executive orders that, among other effects, (i) closed all bars and restaurants to dine-in customers, (ii) suspended new reservations for vacation rentals through April 30, 2020 and (iii) issued a "Safer at

Home" order which closed non-essential businesses and prohibited all public and private gatherings of 10 people or more for the duration of the Gubernatorial Disaster Proclamation, other than for religious activities. On April 29, 2020, Governor DeSantis announced that many parts of Florida, excluding Palm Beach, Broward and Miami-Dade counties, could begin phase one of the reopening process on May 4, 2020, which allowed, among other things, elective surgeries to resume, restaurants to offer outdoor seating while practicing safe social distancing and indoor seating at 25% capacity and retail establishments to operate at 25% of indoor capacity. The County began phase one of the reopening process on May 4, 2020, and the parts of Florida which began such phase on May 4, 2020 moved to full phase one reopening which, among other things, allows restaurants and retail establishments to operate at 50% capacity and gyms to reopen at 50% capacity. On June 5, 2020, most of Florida, excluding the Palm Beach, and Broward and Miami-Dade counties, entered phase two of reopening with bars and movie theaters, among others, reopening at 50% capacity and restaurants, retail establishments and gyms allowed to operate at full capacity, and gatherings of up to 50 people permitted. However, on June 26, 2020, due to a significant increase in COVID-19 cases, the State suspended on-premises consumption of alcohol at bars. The County moved to phase two of reopening on July 6, 2020. On September 25, 2020, Governor DeSantis issued an executive order immediately moving the State to the final phase of reopening. The executive order, among other things, lifts all restrictions on restaurants and other businesses in the State, although local governments may limit capacity at restaurants to between 50-100% for public health reasons. In December 2020, COVID-19 vaccines were approved and began to be administered under emergency use authorizations. The County is currently administering vaccines for, among other groups, all adults and children over age 5 in the County. The efficacy of the vaccines could be impacted by the spread of new variants of COVID-19, such as Omicron and its sub-variants, which may be more highly transmissible. If the COVID-19 pandemic worsens, it is uncertain whether there will be any reinstatement of governmental restrictive measures in the State.

The State's finances were expected to be adversely affected by the continued spread of COVID-19, the various governmental actions in response thereto and changes in the behavior of businesses and people. The State derives a significant portion of its annual revenues from the collection of sales tax. The impact of COVID-19 was expected to result in significant decreases in state and local sales tax revenues as a result of decreased tourism and commercial activity throughout the State, but sales tax revenue has generally rebounded to pre-pandemic levels. The State has released a voluntary disclosure on the impacts of COVID-19, which is available on the State of Florida Division of Bond Finance website. The District currently cannot predict what impact this will have on the level of State funding the District receives or on the District's collection of local revenues, including ad valorem tax revenues, or its credit rating. In anticipation of potential budget reductions or State funding prorations, the District implemented cost containment measures during Fiscal Year 2019-20, which resulted in savings from the closure of school facilities. Notwithstanding the foregoing, no State budget reductions took place in Fiscal Years 2020-21, 2021-22, or 2022-23. See "OPERATING REVENUES OF THE DISTRICT – State Sources," "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – State Sources" and "Local Sources" and "RISK FACTORS – State Revenues" herein.

On March 17, 2020, the Florida Department of Education issued guidance closing all schools in the State through April 15, 2020, which was subsequently extended to May 1, 2020. Commencing March 23, 2020, the District began distance learning for its students. Additionally, all employees were advised to work from home. On April 18, 2020, Governor DeSantis announced all schools in Florida would remain closed for the remainder of the 2019-20 school year. While the District schools were physically closed to students, instruction and services to students continued at all schools through the end of the 2019-20 school year. All District faculty prepared plans that continued instructional delivery and the District had

in place an operational strategy for all essential operations through the end of the 2019-20 school year. To date, there has been no short-term adverse impact on the revenues of the District as a result of school closings and distance learning and the District's expenses for Fiscal Year 2019-20 were reduced, resulting in an increase in fund balance for the beginning of Fiscal Year 2020-21.

On March 27, 2020, the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act") was signed into law. Among other provisions, the CARES Act created an Education Stabilization Fund to support K-12 schools and colleges and universities during the COVID-19 outbreak. The Educational Stabilization Fund includes a total of $30.75 billion in relief divided into three separate pools: (1) funds to K-12 schools; (2) funds to higher education; and (3) funds to governors. Florida received approximately $873.8 million in funds for K-12 schools, approximately $770.2 million in funds for higher education and approximately $173 million in funds to the Governor for use as grants to local educational agencies. Funds for K-12 schools were distributed to school districts and charter schools based on their share of Title I-A funds. To date, the District has received approximately $55,813,882 of such CARES Act funds. However, such funds are also required to be shared with charter schools and private schools in the County. Funds to local districts can be used for coronavirus-response activities, such as planning for and coordinating during long-term school closures, purchasing educational technology to support online learning for all students, and additional activities authorized by federal elementary and secondary education laws. Funds in the Governor's Education Relief Fund can be used at the Governor's discretion to provide emergency support grants to K-12 schools, colleges and universities and child care/early education providers. The CARES Act requires that any entity that receives funds from the Education Stabilization Fund must continue to pay its employees and contractors to the extent practicable during the period of any disruptions or closures related to coronavirus. The District cannot currently predict the full impact of the CARES Act on the District's operations.

On July 6, 2020, the Commissioner of the Florida Department of Education (the "FDOE") issued an Emergency Order (the "Fall 2020 Emergency Order") regarding, among other things, the reopening of brick and mortar schools for the 2020-21 school year and eliminating or adjusting certain State requirements to allow State revenues for the Fall 2020 semester to be distributed to school districts based on pre-COVID-19 enrollment forecasts pursuant to the adopted State budget signed by Governor DeSantis. The Fall 2020 Emergency Order required all school boards to open brick and mortar schools at least five days per week for all students in order to provide a full panoply of services to families who wish to educate their children in traditional brick and mortar schools, subject to advice and orders of health experts. The Fall 2020 Emergency Order also allowed for alternative instructional approaches (i.e., distance learning and/or hybrid models) outside of the traditional in-person instruction and virtual school. Each school district providing for alternative instructional options were required to submit a plan to the FDOE for approval in order to have students in such alternative instruction models count for purposes of State FEFP funding. Such alternative instructional plans were required to (1) ensure students receive the same number of instructional hours, the same content and same level of feedback and interaction that students in a physical setting would receive, (2) allow students to transition off the alternative plan and return to traditional in-person instruction and (3) share monitoring data to demonstrate the students learning remotely are progressing. The Board allowed parents to select from three instructional models for the 2020-21 school year comprised of (1) full-time eLearning connected to and provided by district schools, (2) full-time face-to-face instruction contingent upon health and safety guidance and (3) full-time enrollment in the District's virtual school. On August 17, 2020, the District students began learning via their selected instructional model. The District's reopening plan was approved by FDOE.

On November 30, 2020, the Commissioner of the FDOE issued an additional Emergency Order (the "Spring 2021 Emergency Order") that provides for funding stability for school districts and a release from strict adherence to certain State requirements for the Spring 2021 semester. The Spring 2021 Emergency Order provides that State revenues for the Spring 2021 semester will continue to be distributed to school districts based upon pre-COVID-19 enrollment forecasts for such period, with modifications to ensure that any school district with increased actual enrollment is funded for that increase. The funds to cover an increase in enrollment in any individual school district or school districts will be proportionally spread across all school districts. In order to take advantage of the benefits of the Spring 2021 Emergency Order, each school district must continue to comply with the requirements of the Fall 2020 Emergency Order and also submit a Spring 2021 Educational Plan to FDOE for approval, which, among other things, provides for (1) an intervention plan for students identified for expanded learning and supplemental interventions and services, (2) transitioning students who are not making adequate progress in an innovative instructional model to another learning model (in-person or virtual) and (3) not unreasonably restricting parents from changing the learning modality for their child. The District's Spring 2021 Educational Plan has been approved by FDOE.

On December 27, 2020, the Coronavirus Response and Relief Supplemental Appropriations Act (the "CRRSA") was signed into law. Among other provisions, the CRRSA created a second Education Stabilization Fund ("ESSER II") to support K-12 schools and colleges and universities during the COVID-19 outbreak. Funds for elementary and secondary public schools were allocated to each state as a grant and each state is required to allocate at least 90% of such funds as sub-grants to local education agencies (including charter schools classified as local education agencies) in the state based upon their share of Title I-A funds. The ESSER II Fund includes a total of $81.88 billion in relief. The State is expected to receive approximately $2.82 billion in ESSER II funds for use as sub-grants to K-12 schools. The District expects to receive approximately $41,565,737 in ESSER II funds for use through September 30, 2023. However, such funds are also required to be shared with charter schools and private schools in the County. Funds to local districts can be used for coronavirus-response activities, such as planning, coordinating and implementing activities during long-term school closures, purchasing educational technology to support online learning for all students, addressing learning loss, school repairs and improvements to reduce risk of virus transmission and additional activities authorized by federal elementary and secondary education laws. The District cannot currently predict the full impact of the CRRSA on the District's operations.

On March 11, 2021, President Biden signed The American Rescue Plan Act of 2021 (the "Rescue Act") into law to address the impacts of COVID-19. The Rescue Act, among other things, provides (1) $123.8 billion in emergency relief funds to elementary and secondary public schools, (2) $2.75 billion in emergency assistance to non-public schools (including an estimated $7 billion for Florida) and (3) $39.6 billion in emergency relief for higher education. Funds for elementary and secondary public schools will be allocated to each state as a grant and each state is required to allocate at least 90% of such funds as sub-grants to local education agencies (including charter schools classified as local education agencies) in the state based upon their share of Title I-A funds. Under the Rescue Act, at least 20% of the funds allocated to local education agencies must be used to address learning loss. School districts may use the remaining funds for certain activities specified in the Rescue Act to help schools reopen safely, including repairing ventilation systems, reducing class size to ensure social distancing and purchasing personal protective equipment. Each state is required to grant allocations of such funds within 60 days of receipt, and such funds shall remain available for allocation through September 30, 2024. Based on award notifications, the District expects to receive approximately $101,519,821 in Rescue Act funds.

Due to the evolving nature of the outbreak and federal, State and local responses thereto, the long-term impacts of the COVID-19 crisis are unknown and dependent on factors such as the length of any shutdown or partial inaccessibility of school facilities, the extent to which the faculty and staff or the student population is directly affected and is unable to attend class, teach or provide services, and the impact on the economy as a whole within the State. While the District has seen increased costs associated with the reopening of District schools, including an increase in operational costs incurred to implement distance learning strategies, to provide students and staff with personal protective equipment or to clean, sanitize and maintain its facilities, such increased costs are expected to be offset with CARES Act funds, Rescue Act funds or other federal funds, in combination with the District's cost-reduction strategies that have been in place since March 2020. At this time, the Board also cannot predict with certainty the impacts of the outbreak on the District's revenues for the 2022-23 Fiscal Year and beyond, including whether there will be a reduction in State funding, a decline in student enrollment, a reduction in taxable assessed values of properties in the District, or a reduction in ad valorem tax collections.

Municipal Bond Insurance Risk Factors

The Board has received a commitment from the Insurer for the Policy to guarantee the scheduled payment of principal and interest on the Insured Series 2023A Certificates, if any. The Board has yet to determine whether the Policy will be purchased. If the Policy is purchased, the following are risk factors relating to the Policy would apply to the Insured Series 2023A Certificates.

In the event of default of the payment of principal or interest with respect to the insured Series 2023A Certificates, if any, when all or some becomes due, any owner of the insured Series 2023A Certificates shall have a claim under the Policy for such payments. However, in the event of any acceleration of the due date of such principal by reason of optional or mandatory prepayment or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments are to be made in such amounts and at such times as such payments would have been due had there not been any such acceleration. The Policy does not insure against redemption premium, if any. The payment of principal and interest in connection with mandatory or optional prepayment of the insured Series 2023A Certificates by the Board, which is recovered by the Board from the certificate owner as a voidable preference under applicable bankruptcy law is covered by the Policy; however, such payments will be made by the Insurer at such time and in such amounts as would have been due absent such prepayment by the Board unless the Insurer chooses to pay such amounts at an earlier date.

Under most circumstances, default of payment of principal and interest does not obligate acceleration of the obligations of the Insurer without appropriate consent. The Insurer may direct and must consent to any remedies and the Insurer's consent may be required in connection with amendments to the Series 2023A Trust Agreement and the Series 2023A Lease Agreement.

In the event the Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the insured Series 2023A Certificates are payable solely from the moneys received pursuant to the Series 2023A Trust Agreement and the Series 2023A Lease Agreement. In the event the Insurer becomes obligated to make payments with respect to the insured Series 2023A Certificates no assurance is given that such event will not adversely affect the market price of the insured Series 2023A Certificates or the marketability (liquidity) for the insured Series 2023A Certificates.

The long-term ratings on the insured Series 2023A Certificates are dependent in part on the financial strength of the Insurer and its claim paying ability. The Insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Insurer and of the ratings on the insured Series 2023A Certificates will not be subject to downgrade and such event could adversely affect the market price of the insured Series 2023A Certificates or the marketability (liquidity) for the insured Series 2023A Certificates. See "RATINGS" herein.

The obligations of the Insurer are contractual obligations and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

Neither the Board nor the Underwriters have made independent investigation into the claims paying ability of the Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the Board to pay principal and interest on the insured Series 2023A Certificates and the claims paying ability of the Insurer, particularly over the life of the investment. See "MUNICIPAL BOND INSURANCE POLICY OPTION" herein for further information provided by the Insurer and the Policy, which includes further instructions for obtaining current financial information concerning the Insurer.

No Right of Series 2023A Certificate Owners to Direct Remedies or Consent to Amendments

If the Board determines to purchase the Policy, termination of the Series 2023A Lease Agreement will not result in termination of the Policy. Unless the Insurer is in default of its payment obligations under the Policy, the Insurer is entitled to control and direct any of the rights or remedies of the Trustee with respect to the insured Series 2023A Certificates, including the right to direct the Trustee as to whether or not to relet or sell the Series 2023A Project (excluding Designated Equipment). The Insurer, to the extent it insures a majority of the Series 2023A Certificates, may elect, subsequent to the termination of the Series 2023A Lease Agreement, to accelerate the maturity of all of the Series 2023A Certificates then outstanding, in which case the Principal Component and the Interest Component of the Basic Rent Payments represented by the Series 2023A Certificates shall become due and payable immediately. If the Insurer, to the extent it insures a majority of the Series 2023A Certificates, does not elect to accelerate the maturity of all Series 2023A Certificates outstanding, it has an obligation to continue to make payments to Owners of the insured Series 2023A Certificates in accordance with the original schedule of Basic Rent Payments represented by the insured Series 2023A Certificates. However, the Insurer has no fiduciary responsibility to the Owners of the insured Series 2023A Certificates with respect to the direction of such remedies and has no obligation to preserve the exclusion from gross income for federal income tax purposes of amounts paid to insured Series 2023A Certificate Owners by the Insurer and designated as interest.

If the Board determines to purchase the Policy, the Insurer is deemed to be the owner of the insured Series 2023A Certificates for certain purposes, including consenting to certain amendments to the Series 2023A Trust Agreement, the Series 2023A Assignment, the Series 2023A Lease Agreement, and other documents executed to facilitate the issuance of the Series 2023A Certificates.

SHORT TERM FINANCING

On October 27, 2022, the District issued its Tax Anticipation Notes, Series 2022 (the "TAN") in the amount of $50,000,000. The TAN matures on June 30, 2023. The TAN is payable from ad valorem taxes collected for operating purposes and, if necessary, legally available non-ad valorem revenues and is not payable from the Capital Outlay Millage Levy.

CONTINUING DISCLOSURE

The Board has covenanted and undertaken for the benefit of Series 2023A Certificate holders to execute and deliver a Disclosure Dissemination Agent Agreement with Digital Assurance Certification, L.L.C., as its dissemination agent (the "Disclosure Agreement") wherein the Board will agree to provide certain financial information and operating data relating to the Board, the District and the Series 2023A Certificates in each year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. Such undertaking shall only apply so long as the Series 2023A Certificates remain Outstanding under the Series 2023A Trust Agreement, the Series 2023A Lease Agreement has not been terminated or there has not occurred an Event of Non-Appropriation resulting in a termination of the Master Lease. The covenant shall also terminate upon the termination of the Rule 15c2-12(b)(5) of the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934, each as amended (the "Rule"), by legislative, judicial or administrative action. The Annual Report and the notices of material events, if any, will be filed by the Board or its dissemination agent with the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access System described in the Disclosure Agreement. The specific nature of the information to be contained in the Annual Report and the notices of material events, are described in the Disclosure Agreement to be dated and delivered at the time of issuance of the Series 2023A Certificates. See "APPENDIX H – FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT" attached hereto. With respect to the Series 2023A Certificates, no party other than the Board is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the Rule.

LEGAL MATTERS

Certain legal matters in connection with the issuance of the Series 2023A Certificates are subject to an approving legal opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Special Counsel, whose approving opinion (a form of which is attached hereto as "APPENDIX G – FORM OF OPINION OF SPECIAL COUNSEL") will be available at the time of delivery of the Series 2023A Certificates. The actual legal opinion to be delivered by Special Counsel may vary from that text if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date and subsequent distribution of it by recirculation of this Offering Statement or otherwise shall create no implication that Special Counsel has reviewed or expresses any opinion concerning any of the matters referenced in the opinion subsequent to its date. Certain legal matters will be passed on for the Board and the Corporation by Upchurch, Bailey & Upchurch, P.A., St. Augustine, Florida, Counsel to the Board and the Corporation. Certain legal matters will be passed on for the Board by Bryant Miller Olive P.A., Tallahassee, Florida, Disclosure Counsel to the Board. Certain legal matters will be passed on for the Underwriters by their Counsel, Greenberg Traurig, P.A., Miami, Florida. Nabors, Giblin & Nickerson, P.A. and Bryant Miller Olive P.A. may, from time to time, serve as counsel to the Underwriters. The Underwriters have not identified any potential or actual material conflicts that require disclosure.

LITIGATION

Concurrently with the delivery of the Series 2023A Certificates, Counsel to the Board will deliver an opinion which states, among other things, that there is no litigation or other proceedings pending or, to the best knowledge of Counsel to the Board, threatened against the Board (i) that seeks to restrain or enjoin the issuance or delivery of the Series 2023A Certificates, the Series 2023A Trust Agreement, the Series 2023A Ground Lease, or the Series 2023A Lease Agreement or (ii) questioning or affecting the validity of the Series 2023A Certificates, the Series 2023A Trust Agreement, the Series 2023A Ground Lease, or the Series 2023A Lease Agreement or any proceedings of the Board or actions of the Trustee with respect to the authorization, sale, execution, or issuance of the Series 2023A Certificates or the transactions contemplated by this Offering Statement, the Series 2023A Trust Agreement, the Series 2023A Lease Agreement, the Series 2023A Ground Lease, or any other agreement or instrument to which the Board is a party in connection therewith and which is used or contemplated for use in the transactions contemplated by this Offering Statement or (iii) questioning or affecting the creation, organization or existence of the Board and which would have an adverse effect on the actions taken by the Board with respect to the issuance of the Series 2023A Certificates.

The Board experiences claims, litigation, and various legal proceedings which individually are not expected to have a material adverse effect on its operations or financial condition, but may, in the aggregate, have a material impact thereon. There is no litigation, claim or series of claims currently pending, or, to the best knowledge of the Board, threatened that would have a material adverse consequence on the financial condition of the District.

RATINGS

If the School Board elects to insure any of the Series 2023A Certificates, S&P Financial Services LLC ("S&P") is expected to assign a rating of "_____" (stable outlook), to the Insured Series 2023A Certificates, with the understanding that, upon delivery of the Insured Series 2023A Certificates, the Policy will be issued by the Insurer. In addition, Moody's Investors Service Inc. ("Moody's") have assigned ratings of "_____" to the Series 2023A Certificates without regard to the Policy.

Such ratings and outlook reflect only the views of such organization and any desired explanation of the significance of such ratings and outlook should be obtained from the rating agency furnishing the same at the following addresses: Moody's Investors Service Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007; and S&P Global Ratings, 25 Broadway, New York, New York 10004. Generally, a rating agency bases its rating and outlook on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings and outlook will continue for any given period of time or that such ratings and outlook will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such ratings and outlook may have an adverse effect on the market price of the Series 2023A Certificates.

CONTINGENT FEES

The Board has retained Special Counsel, Disclosure Counsel, the Underwriters (who in turn engaged Underwriters' counsel), the Financial Advisor, and the Trustee (who in turn engaged Trustee's Counsel), and the Corporation has retained Counsel to the Corporation, with respect to the authorization, sale, execution, and delivery of the Series 2023A Certificates. Payment of the fees of such professionals are each contingent upon the issuance of the Series 2023A Certificates.

UNDERWRITING

The Series 2023A Certificates are to be purchased by Raymond James & Associates, Inc. and PNC Capital Markets LLC and (collectively, the "Underwriters"). The Series 2023A Certificates are being purchased by the Underwriters at a price of $_____ (which represents the par amount of the Series 2023A Certificates plus/less [net] original issue premium/discount of $_____ and less an Underwriters' discount of $_____). The Underwriters' obligations are subject to certain conditions precedent, and they will be obligated to purchase all of the Series 2023A Certificates if any Series 2023A Certificates are purchased. The Series 2023A Certificates may be offered and sold to certain dealers (including dealers depositing such Series 2023A Certificates into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriters. The Underwriters have reviewed the information in this Offering Statement in accordance with and, as part of their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guaranty the accuracy or completeness of such information.

PNC Capital Markets LLC and PNC Bank, National Association are both wholly-owned subsidiaries of The PNC Financial Services Group, Inc. PNC Capital Markets LLC is not a bank, and is a distinct legal entity from PNC Bank, National Association. PNC Bank, National Association may presently or in the future have other banking and financial relationships with the Board.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Under certain circumstances, the Underwriters and their affiliates may have certain creditor and/or other rights against the District in connection with such activities. In the various course of their various business activities, the Underwriters and their respective affiliates, officers, directors, and employees may purchase, sell, or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the District (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the District. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

FINANCIAL ADVISOR

The School Board has retained PFM Financial Advisors LLC, Orlando, Florida, as financial advisor in connection with the School Board's financing plans and with respect to the issuance of the Series 2023A Certificates. The Financial Advisor is not obligated to undertake and has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Offering Statement. The Financial Advisor did not participate in the underwriting of the Series 2023A Certificates.

TAX EXEMPTION

General

The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain requirements that must be met subsequent to the issuance and delivery of the Series 2023A Certificates in order that the Interest Component of the Basic Rent Payments received by the Owners of the Series 2023A Certificates be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause such Interest Component to be included in federal gross income retroactive to the date of issuance of the Series 2023A Certificates, regardless of the date on which such non-compliance occurs or is ascertained. The Board and the Corporation have covenanted in the Series 2023A Lease Agreement to comply with such requirements in order to maintain the exclusion from federal gross income of the Interest Component.

In the opinion of Special Counsel, the form of which are included as APPENDIX G hereto, under existing statutes, regulations, rulings and court decisions, and assuming compliance with the aforementioned covenants, prior to the termination of the Series 2023A Lease Agreement resulting from an Event of Non-Appropriation or Event of Default thereunder, the Interest Component of the Basic Rent Payments is excludable from gross income for federal income tax purposes and is not an item of preference for purposes of the federal alternative minimum tax; provided, however, with respect to certain corporations, the Interest Component of Basic Rent Payments is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on such corporations for tax years beginning after December 31, 2022.

Internal Revenue Code of 1986

The Code contains a number of provisions that apply to the Series 2023A Certificates, including among other things, restrictions relating to the use or investment of the proceeds of the Series 2023A Certificates and the payment of certain arbitrage earnings in excess of the "yield" on the Series 2023A Certificates to the Treasury of the United States. Noncompliance with such provisions may result in the Interest Component of the Basic Rent Payments being included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2023A Certificates.

Collateral Tax Consequences

Except as described above, Special Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Series 2023A Certificates. Prospective purchasers of the Series 2023A Certificates should be aware that the ownership of the Series 2023A Certificates may result in collateral tax consequences to various types of corporations relating to (1) the branch profits tax, (2) the denial of interest deductions to purchase or carry such Series 2023A Certificates, and (3) the inclusion of the Interest Component of the Basic Rent Payments in passive income for certain Subchapter S corporations. In addition, the Interest Component may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2023A CERTIFICATES AND THE RECEIPT OR ACCRUAL OF THE INTEREST COMPONENT OF THE BASIC RENT PAYMENTS MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE SERIES 2023A CERTIFICATE HOLDERS, INCLUDING, BUT NOT LIMITED TO,

THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE SERIES 2023A CERTIFICATE HOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Other Tax Exemption

The Interest Component of the Basic Rent Payments related to the Series 2023A Certificates may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2023A Certificates should consult their own tax advisors as to the income tax status of such Interest Component in their particular state or local jurisdiction.

During recent years legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2023A Certificates. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alterations of federal tax consequences may have affected the market value of obligations similar to the Series 2023A Certificates. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2023A Certificates and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2023A Certificates.

Original Issue Discount

Certain of the Series 2023A Certificates (the "Discount Certificates") may be offered and sold to the public at an original issue discount, which is the difference between the principal amount of the Discount Certificates and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Discount Certificates of the same maturity was sold. Original issue discount represents interest which is excluded from gross income for federal income tax purposes. Original issue discount will accrue over the term of a Discount Certificate at a constant interest rate compounded semi-annually. A purchaser who acquires a Discount Certificate at the initial offering price thereof to the public will be treated as receiving, prior to the termination of the Series 2023A Lease Agreement resulting from an Event of Non-Appropriation or Event of Default thereunder, an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he holds such Discount Certificates and will increase its adjusted basis in such Discount Certificates by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Certificates. The federal income tax consequences of the purchase, ownership and prepayment, sale or other disposition of Discount Certificates which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Owners of Discount Certificates should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, prepayment or other disposition of such Discount Certificates and with respect to the state and local tax consequences of owning and disposing of such Discount Certificates.

Special Counsel expresses no opinion regarding the federal income tax consequences resulting from the accrual of original issue discount on the Discount Certificates following the termination of the Series 2023A Lease Agreement resulting from an Event of Non-Appropriation or Event of Default thereunder.

Original Issue Premium

Certain of the Series 2023A Certificates (collectively, the "Premium Certificates") may be offered and sold to the public at a price in excess of the principal amount of such Premium Certificate, which excess constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for Federal income tax purposes. The amount of amortizable certificate premium for a taxable year is determined actuarially on a constant interest rate basis over the term of the Premium Certificates which term ends on the earlier of the maturity or call date for each Premium Certificate which minimizes the yield on said Premium Certificates to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Certificate, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Certificate annually by the amount of amortizable certificate premium for the taxable year. The amortization of certificate premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Certificates. The federal income tax consequences of the purchase, ownership and sale or other disposition of Premium Certificates which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Owners of the Premium Certificates are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Certificates.

Special Counsel expresses no opinion regarding the federal income tax consequences resulting from the accrual of original issue premium on the Premium Certificates following the termination of the Series 2023A Lease Agreement resulting from an Event of Non-Appropriation or Event of Default thereunder.

NOTWITHSTANDING THE FOREGOING, SPECIAL COUNSEL EXPRESSES NO OPINION REGARDING THE FEDERAL INCOME TAX OR FLORIDA TAX CONSEQUENCES RESULTING FROM THE OWNERSHIP OF THE SERIES 2023A CERTIFICATES OR THE RECEIPT BY THE OWNERS THEREOF OF PAYMENTS ON THE SERIES 2023A CERTIFICATES FOLLOWING THE TERMINATION OF THE SERIES 2023A LEASE AGREEMENT, AS APPLICABLE, RESULTING FROM AN EVENT OF NON-APPROPRIATION OR EVENT OF DEFAULT THEREUNDER.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations of such entity that have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private businesses). The District is not and has not since December 31, 1975, been in default as to principal and interest on its bonds or other debt obligations.

FINANCIAL STATEMENTS

The Comprehensive Annual Financial Report of the District for the Fiscal Year ended June 30, 2022, included in this Offering Statement have been audited by the Auditor General of the State, P.A. (the "Auditor"), as set forth in its report dated December 14, 2022. The Auditor has not participated in the preparation or review of this Offering Statement and the financial statements are included as a publicly available record.

Budgeted figures for the Fiscal Year 2022-23 set forth in this Offering Statement reflect the final adopted budget which was approved by the Board on September 6, 2022, and are subject to change throughout the Fiscal Year.

ACCURACY AND COMPLETENESS OF OFFERING STATEMENT

The references, excerpts, and summaries of all documents, statutes, and information concerning the School Board and the Projects financed under the Master Lease and certain reports and statistical data referred to herein do not purport to be complete, comprehensive, and definitive and each such summary and reference is qualified in its entirety by reference to each such document for full and complete statements of all matters of fact relating to the Series 2023A Certificates, the security for the payment of the Series 2023A Certificates and the rights and obligations of the owners thereof and to each such statute, report or instrument.

Any statements made in this Offering Statement involving matters of opinion or of estimates, whether or not so expressly stated are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Offering Statement nor any statement that may have been made verbally or in writing is to be construed as a contract with the owners of the Series 2023A Certificates.

The Appendices attached hereto are integral parts of this Offering Statement and must be read in their entirety together with all foregoing statements.

[Remainder of page intentionally left blank]

AUTHORIZATION OF OFFERING STATEMENT

The execution and delivery of this Offering Statement has been duly authorized and approved by the School Board. At the time of delivery of the Series 2023A Certificates, the undersigned will furnish a certificate to the effect that nothing has come to their attention which would lead them to believe that the Offering Statement (except for the information related to DTC and its book-entry-only system of registration, as to all of which no opinion will be expressed), as of its date and as of the date of delivery of the Series 2023A Certificates, contains an untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Offering Statement is intended to be used, which is necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA

By: _____
Chair of The School Board of Manatee County, Florida

By: _____
Superintendent of Schools, Ex-Officio Secretary of the Board

APPENDIX A

GENERAL INFORMATION RELATING TO MANATEE COUNTY, FLORIDA

APPENDIX B

THE COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA FOR THE FISCAL YEAR ENDED JUNE 30, 2022

APPENDIX C

MASTER TRUST AGREEMENT AND
FORM OF SERIES 2023A SUPPLEMENTAL TRUST AGREEMENT

APPENDIX D

MASTER LEASE-PURCHASE AGREEMENT AND FORM OF LEASE SCHEDULE NO. 2023A

APPENDIX E

ASSIGNMENT OF LEASE AGREEMENT AND FORM OF THIRTEENTH AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT

APPENDIX F

SERIES 2023A GROUND LEASE AND SERIES 2023A GROUND LEASE ASSIGNMENT

APPENDIX G

FORM OF OPINION OF SPECIAL COUNSEL

APPENDIX H

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

APPENDIX I

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

EXHIBIT G

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of _____, 2023, is executed and delivered by The School Board of Manatee County, Florida (the "Issuer") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Series 2023A Certificates (hereinafter defined) and in order to assist the Issuer in processing certain continuing disclosure with respect to the Series 2023A Certificates in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided by DAC under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a "Municipal Advisor" as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Offering Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f) hereof, by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Annual Report" means an Annual Report containing Annual Financial Information described in and consistent with Section 3 of this Disclosure Agreement.

"Audited Financial Statements" means the annual financial statements of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event

Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Series 2023A Certificates and the 9-digit CUSIP numbers for all Series 2023A Certificates to which the document applies.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Disclosure Representative" means the Superintendent or the Director of Finance of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

"Financial Obligation" as used in this Disclosure Agreement is defined in the Rule, as may be amended, as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shutdown of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2023A Certificates (including persons holding Series 2023A Certificates through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2023A Certificates for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements, the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2023A Certificates (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown in Exhibit A.

"Offering Statement" means that Offering Statement prepared by the Issuer in connection with the Series 2023A Certificates, as listed on Exhibit A.

"Series 2023A Certificates" means the certificates as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Trustee" means the institution identified as such in the document under which the Series 2023A Certificates were issued.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(10) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than each April 30th following the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2023. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone

and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 10:00 a.m. Eastern time on the Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide at such time an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) hereof with the MSRB;

(iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) hereof with the MSRB;

(iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) hereof (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. Principal and interest payment delinquencies;

2. Non-Payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2023A Certificates, or other material events affecting the tax-exempt status of Series 2023A Certificates;"

7. Modifications to rights of securities holders, if material;

8. Series 2023A Certificate calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the obligated person;

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional Trustee, or the change of name of a Trustee, if material;

15. Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) hereof with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. "amendment to continuing disclosure undertaking;"

2. "change in obligated person;"

3. "notice to investors pursuant to bond documents;"

4. "certain communications from the Internal Revenue Service other than those communications included in the Rule;"

5. "secondary market purchases;"

6. "bid for auction rate or other securities;"

7. "capital or other financing plan;"

8. "litigation/enforcement action;"

9. "change of tender agent, remarketing agent, or other on-going party;"

10. "other event-based disclosures."

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) hereof with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information;"

2. "change in fiscal year/timing of annual disclosure;"

3. "change in accounting standard;"

4. "interim/additional financial information/operating data;"

5. "budget;"

6. "investment/debt/financial policy;"

7. "information provided to rating agency, credit/liquidity provider or other third party;"

8. "consultant reports;" and

9. "other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, the Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Anything in this Disclosure Agreement to the contrary notwithstanding, any Information received by the Disclosure Dissemination Agent before 10:00 a.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the financial and statistical information provided in the Offering Statement:

1. The tables entitled:

(i) "Summary of Statistical Data;"

(ii) "Summary of General Fund Operations;"

(iii) "Assigned and Unassigned Fund Balance for the District's General Fund;"

(iv) "Summary of Capital Projects Funds Operations;"

(v) "Direct and Overlapping Governmental Activities Debt;"

(vi) "Anticipated Capital Outlay Millage Levy Required to Cover Maximum Annual Payments Represented by the Prior Certificates and the LOML Eligible Portion of the Series 2023A Certificates;"

(vii) "Assessed Value and Estimated Actual Value of Taxable Property;"

(viii) "Property Tax Rates;" and

(ix) "Property Tax Levies and Collections."

2. Description of any additional series of Certificates issued under the Trust Agreement.

3. Description of any material litigation which would have been disclosed in the Offering Statement if such litigation had occurred and been ongoing at the time the Offering Statement was dated.

(b) Audited Financial Statements as described in the Offering Statement will be included in the Annual Report. If audited financial statements are not available, then, unaudited financial statements, prepared in accordance with Generally Accepted Accounting Principles as described in the Offering Statement will be included in the Annual Report. In such event, Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including offering statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final offering statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

If the Annual Financial Information contains modified operating data or financial information different from the Annual Financial Information agreed to in the continuing disclosure undertaking related to the Series 2023A Certificates, the Board is required to

explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Series 2023A Certificates constitutes a Notice Event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2023A Certificates, or other material events affecting the tax status of the Series 2023A Certificates;

7. Modifications to rights of Certificate holders, if material;

8. Certificate calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Series 2023A Certificates, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or

governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obligated Person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of an Obligated Person, any of which reflect financial difficulties.

The Issuer shall, in a timely manner not in excess of nine (9) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth (10th) business day after the occurrence of the Notice Event, if

the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that either (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. The Board will provide the Dissemination Agent with the CUSIP numbers for (i) new Certificates at such time as they are issued or become subject to the Rule and (ii) any Certificates to which new CUSIP numbers are assigned in substitution for the CUSIP numbers previously assigned to such Certificates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) hereof to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2023A Certificates upon the legal defeasance, prior redemption or payment in full of all of the Series 2023A Certificates, when the Issuer is no longer an obligated person with respect to the Series 2023A Certificates, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty (30) days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of

Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2023A Certificates. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable to the Disclosure Dissemination Agent until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty (30) days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Series 2023A Certificates or under any other document relating to the Series 2023A Certificates, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Series 2023A Certificates or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Series 2023A Certificates.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2023A Certificates and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than twenty (20) days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within ten (10) days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee, the Disclosure Dissemination Agent, the underwriters, and the Holders from time to time of the Series 2023A Certificates, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida.

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank.]

The Disclosure Dissemination Agent and the Issuer have caused this Agreement Disclosure to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION,
L.L.C., as Disclosure Dissemination Agent

By: _____
Name: Diana O'Brien
Title: Senior Vice President

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, as Issuer

By: _____
Name: Chad Choate III
Title: Chair

EXHIBIT A

NAME AND CUSIP NUMBERS OF SERIES 2023A CERTIFICATES

Name of Issuer: The School Board of Manatee County, Florida

Obligated Person(s): The School Board of Manatee County, Florida

Name of Bond Issue: Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2023A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida

Date of Issuance: _____, 2023

Date of Offering Statement: _____ 1, 2023

Maturity (July 1)	Principal Amount	Interest Rate	Initial CUSIP Numbers

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	The School Board of Manatee County, Florida
Obligated Person:	The School Board of Manatee County, Florida
Name of Bond Issue:	Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2023A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida
Date(s) of Issuance:	_____, 2023
Date(s) of Disclosure Agreement:	_____, 2023
CUSIP Number:	

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual report with respect to the above-named Series 2023A Certificates as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. [The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.]

Dated: _____

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as Disclosure Dissemination Agent, on behalf of the Issuer

_____

cc:

EXHIBIT C-1

EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: The School Board of Manatee County, Florida

Issuer's Six-Digit CUSIP Number:

_____

Or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

_____

Number of pages attached: _____

_____ Description of Notice Events (Check One):

1. _____ Principal and interest payment delinquencies;
2. _____ Non-payment related defaults, if material;
3. _____ Unscheduled draws on debt service reserves reflecting financial difficulties;
4. _____ Unscheduled draws on credit enhancements reflecting financial difficulties;
5. _____ Substitution of credit or liquidity providers, or their failure to perform;
6. _____ Adverse tax opinions, IRS notices or events affecting the tax status of the security;
7. _____ Modifications to rights of securities holders, if material;
8. _____ Series 2023A Certificate calls, if material; Tender offers;
9. _____ Defeasances;
10. _____ Release, substitution, or sale of property securing repayment of the securities, if material;
11. _____ Rating changes;
12. _____ Bankruptcy, insolvency, receivership or similar event of the obligated person;
13. _____ Merger, consolidation, or acquisition, if material;
14. _____ Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. _____ Incurrence of a Financial Obligation of the Issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or obligated person, any of which affect security holders, if material; and
16. _____ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of obligated person, any of which reflect financial difficulties.

_____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

_____

Name: _____ Title: _____

Digital Assurance Certifications, L.L.C.
315 E. Robinson Street, Suite 300
Orlando, FL 32801
407-515-1100

Date: _____

EXHIBIT C-2

VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement, dated as of _____, 2023, between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name: The School Board of Manatee County, Florida

Issuer's Six-Digit CUSIP Number:

_____
_____

Or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

_____

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ Amendment to continuing disclosure undertaking;
2. _____ Change in obligated person;
3. _____ Notice to investors pursuant to bond documents;
4. _____ Certain communications from the Internal Revenue Service;
5. _____ Secondary market purchases;
6. _____ Bid for auction rate or other securities;
7. _____ Capital or other financing plan;
8. _____ Litigation/enforcement action;
9. _____ Change of tender agent, remarketing agent, or other on-going party;
10. _____ Other Event-based disclosures.

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

_____

Name: _____ Title: _____

Digital Assurance Certifications, L.L.C.
315 E. Robinson Street, Suite 300
Orlando, FL 32801
407-515-1100

Date: _____

EXHIBIT C-3

VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement, dated as of _____, 2023. between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name: The School Board of Manatee County, Florida

Issuer's Six-Digit CUSIP Number:

_____

_____

Or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

_____

Number of pages attached: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. _____ Quarterly/monthly financial information;
2. _____ Change in fiscal year/timing of annual disclosure;
3. _____ Change in accounting standard;
4. _____ Interim/additional financial information/operating data;
5. _____ Budget;
6. _____ Investment/debt/financial policy;
7. _____ Information provided to rating agency, credit/liquidity provider or other third party;
8. _____ Consultant reports; and
9. _____ Other financial/operating data.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

_____

Name: _____ Title: _____

Digital Assurance Certifications, L.L.C.
315 E. Robinson Street, Suite 300
Orlando, FL 32801
407-515-1100

Date: _____

EXHIBIT H

FORM OF ASSIGNMENT OF GROUND LEASE

This document prepared by:

Ritesh S. Patel, Esq.
Nabors, Giblin & Nickerson, P.A.
2502 Rocky Point Drive, Suite 1060
Tampa, Florida 33607

ASSIGNMENT OF GROUND LEASE

from the

MANATEE SCHOOL BOARD LEASING CORPORATION

to

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as successor Trustee

ASSIGNMENT OF GROUND LEASE

KNOW ALL MEN BY THESE PRESENTS, that the **MANATEE SCHOOL BOARD LEASING CORPORATION,** a Florida single-purpose, not-for-profit corporation (the "Corporation"), for and in consideration of good and valuable considerations to it in hand paid by **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, not in its individual capacity, but solely as successor trustee (the "Trustee"), the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over unto the Trustee the instrument of ground lease and the leasehold estate created by said instrument of ground lease, being that certain Ground Lease Agreement, dated as of **[**MONTH**]** 1, 2023, as the same may be supplemented, modified or amended from time to time (the "Ground Lease"), a Memorandum of Ground Lease Agreement describing which has been duly recorded in the public records of Manatee County, Florida, granted by the School Board of Manatee County, Florida, (the "Board"), acting as the governing body of the School District of Manatee County, Florida to the Corporation in and to the Premises described therein; and

TO HAVE AND TO HOLD THE said instrument of ground lease, the leasehold estate created thereby, and any buildings and improvements thereon, unto Trustee, its successors and assigns forever; and

SECTION 1. ACCEPTANCE. The Trustee hereby accepts such assignment in trust for the purpose of securing payment of the Certificates relating to the Series 2023A Project and securing the rights of the Owners of such Certificates issued pursuant to the Trust Agreement.

SECTION 2. CONDITIONS. This Assignment of Ground Lease shall confer no rights and impose no duties upon the Trustee beyond those expressly provided in the Trust Agreement relating to the Series 2023A Project.

SECTION 3. REPRESENTATIONS AND AGREEMENTS. (a) With respect to the sale, assignment and conveyance of the rights, title and interest of the Corporation under the Ground Lease, the Corporation represents, warrants and covenants to and with the Trustee, for the benefit of the Owners of the Certificates, that:

(i) The Corporation is a not-for-profit educational corporation duly organized, validly existing and in good standing under the laws of the State of Florida, with corporate powers and authority to own its property and carry on its business as now being conducted.

(ii) The Corporation is duly qualified to transact business and hold property and is in good standing in the State of Florida and wherever necessary to perform its obligations under the Ground Lease, the Trust Agreement and this Assignment of Ground Lease.

(iii) The Corporation has full power, authority and legal right to enter into and perform its obligations under the Ground Lease, the Trust Agreement and this Assignment of Ground Lease; and the execution, delivery and performance of the Ground Lease, the Trust Agreement and this Assignment of Ground Lease by the Corporation have been duly authorized by all necessary corporate actions on the part of the Corporation, do not require any stockholder approval or the approval or consent of any trustee or holder of any indebtedness or obligations of the Corporation or any other Person or such required approvals and consents have heretofore been duly obtained.

(iv) The execution, delivery and performance of the Ground Lease, the Trust Agreement and this Assignment of Ground Lease do not contravene any provision of any Articles of Incorporation or Bylaws of the Corporation, and do not and will not conflict with, violate or result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Corporation is a party or by which it or any of its property is bound or any constitutional or statutory provision, or order, rule, regulation, decree or ordinance of any federal or state court, government or governmental body having jurisdiction over the Corporation or any of its properties and by which the Corporation or any of its property is bound.

(v) To the Corporation's knowledge, the Ground Lease and the Trust Agreement are in full force and effect and the Corporation is not in default thereunder; and, the Ground Lease, the Trust Agreement and this Assignment of Ground Lease are legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their respective terms, all such enforcement being subject to certain laws relating to bankruptcy, reorganizations, moratoriums and creditors' rights generally and to the exercise of judicial discretion in accordance with general principles of equity.

(vi) The Corporation has complied, and will at all times hereafter comply, with and duly perform its obligations under the Ground Lease, the Trust Agreement and this Assignment of Ground Lease.

(vii) There is no pending, or to the knowledge of the Corporation, threatened, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental agency in any way affecting the ability of the Corporation to perform its obligations under the Ground Lease, the Trust Agreement or this Assignment of Ground Lease.

(viii) The Ground Lease and the lease rights thereunder being herein assigned are free and clear of all claims, liens, mortgages, security interests and encumbrances arising through any act or omissions of the Corporation or any Person claiming by, through or under it, except the rights of the Board under the Ground

Lease and encumbrances permitted thereunder, including the Permitted Encumbrances.

(b) The Corporation does hereby covenant with the Trustee as grantee and assignee, its successors and assigns, that the Corporation (i) is the true and lawful owner of the leasehold estate created thereby, (ii) has good right to bargain, sell and transfer the same hereby, (iii) such leasehold estate of the Corporation is free and clear of any lien or encumbrance created by the Corporation, except for the "Lease Agreement" (as defined in the Ground Lease), (iv) that as of the date hereof there is no default under the terms of said Ground Lease, and (v) from and after this assignment, the Corporation will have no further interest in such Ground Lease or the leasehold estate thereby created except to enter into supplements thereto pursuant to Section 21 of the Ground Lease.

(c) The Corporation agrees to execute and deliver to the Trustee, upon request by the Trustee or the Owners of a majority in principal amount of the Certificates, any documents deemed necessary by the Trustee or such Owners to evidence further the assignment and conveyance herein made with respect to the Ground Lease.

(d) In order to secure payment of the Certificates, the Corporation hereby authorizes the Trustee to take possession of the Projects, and title thereto in accordance with the provisions of the Trust Agreement and Lease Agreement, and sell or relet such Projects, or any portion thereof, in the circumstances described in the Trust Agreement.

SECTION 4. NON-RECOURSE. The parties hereto agree that the assignment contained in this Assignment of Ground Lease shall be non-recourse with respect to the Corporation, and the Corporation shall have no liability hereunder to the Trustee or the Owners of any Certificates, with respect to the occurrence of an Event of Default or Event of Non-Appropriation by the Board under the Ground Lease.

SECTION 5. NO INDIVIDUAL LIABILITY. All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this Assignment of Ground Lease shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not of any member, officer, employee or agent of the parties hereto in an individual capacity, and no recourse shall be had for the assignment effected by Section 2 hereof or for any claim based thereon under this Assignment of Ground Lease against any member, officer, employee or agent of the parties hereto.

SECTION 6. COUNTERPARTS. This Assignment of Ground Lease may be executed in counterparts, and each of said counterparts shall be deemed an original for all purposes of this Assignment of Ground Lease. All of such counterparts taken together shall be deemed to be one and the same instrument.

SECTION 7. DEFINITIONS. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Ground Lease.

IN WITNESS WHEREOF, the Manatee School Board Leasing Corporation, by its officer thereunto duly authorized, has affixed its corporate name and seal as of the 1st day of **[**MONTH**]**, 2023.

(SEAL)

MANATEE SCHOOL BOARD LEASING CORPORATION, as Lessor

Witness: _____

Name: _____

Witness: _____

Name: _____

By: _____
Name: Chad Choate III
Title: President
Address: 215 Manatee Avenue W.
Bradenton, Florida 34205

ATTEST:

Witness: _____

Name: _____

Witness: _____

Name: _____

By: _____
Name: Cynthia Saunders
Title: Secretary
Address: 215 Manatee Avenue W.
Bradenton, Florida 34205

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor Trustee

Witness: _____

Name: _____

Witness: _____

Name: _____

By: _____
Name: Paul Henderson
Title: Assistant Vice President
Address: 225 Water Street
Suite 700
Jacksonville, Florida 32202

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2023, by Chad Choate III and Cynthia Saunders, the President and Secretary/Treasurer, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2023, by Paul Henderson, Assistant Vice President of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

EXHIBIT A

The Premises subject to the Ground Lease Agreement are the real property (together with all buildings, structures and improvements now or hereafter erected or situated thereon, including, without limitation, the Series 2023A Project (as defined in the Ground Lease Agreement), all fixtures, additions, alterations or replacements thereto, now or hereafter located in, or used in connection with or attached or made to such land, to the extent title thereto may rest in the Board, any easements or other rights or privileges in adjoining property inuring to the fee simple owner of such land) described as follows:

1. Blackburn Elementary School Addition and Renovation. **[**To come**]**

2. Haile Middle School Addition and Renovation. **[**To come**]**

3. Oneco Elementary School Renovation. **[**To come**]**

4. Tara Elementary School Addition and Renovation. **[**To come**]**

AGENDA ITEM NO. 14.1

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of Resolution No. 2023-02 Authorizing Issuance of Certificates of Participation, Series 2023A, Not to Exceed $135,000,000.00

Executive Summary
On October 27, 2020 the Leasing Corporation approved Resolution No. 2020-08 authorizing the issuance of Certificates of Participation to finance various educational facilities projects in the District. Due to changes in market conditions and projects to be financed it is necessary to adopt Resolution No. 2023-02, which repeals Resolution No. 2020-08 in certain respects, and approves the various financing documents for the Certificates of Participation (COPS), Series 2023A (the "Series 2023A Certificates").

The resolution authorizes the issuance of the Series 2023A Certificates in an aggregate principal amount not exceeding $135,000,000.00 (the "Series 2023A Certificates").

The Series 2023A Certificates shall be issued for the principal purpose of financing the cost of acquiring, constructing and equipping the Series 2023A Project consisting of renovations and/or additions to Blackburn Elementary School, Haile Middle School, Oneco Elementary School and Tara Elementary School, pursuant to the School Board's Master Lease (COPS) Program with the Leasing Corporation and paying certain costs and expenses incurred in connection with the issuance of the Series 2023A Certificates.

The Resolution provides certain terms and details of the Series 2023A Certificates and approves the forms of certain documents related thereto. The Resolution authorizes a negotiated sale of the Series 2023A Certificates as long as certain parameters (described below under "Financial Impact") set forth in a Resolution of the School Board adopted on a date hereof are met. The Resolution authorizes the President and Secretary to determine certain details of the Series 2023A Certificates, upon the advice of the School Board's financial advisor.

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

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

Recommendation
The Superintendent recommends approval of Resolution No. 2023-02 authorizing the issuance of Certificates of Participation, Series 2023A, not to exceed $135,000,000.00.

Financial Impact
Offer to provide for, among other things, (i) not exceeding $135,000,000.00 aggregate principal amount of Series 2023A Certificates, (ii) an underwriting discount (including management fee and all expenses) not in

excess of 0.40% of the par amount of the Series 2023A Certificates, (iii) a true interest cost of not more than 5.00% per annum, and (iv) the maturities of the Series 2023A Certificates, with the final maturity being not later than 2043.

Contact
Submitting Department: Business Services
Initiated By: Rachel Sellers

Attachments:
Revised Corporate Resolution with Exhibits

MANATEE SCHOOL BOARD LEASING CORPORATION
CORPORATE RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MANATEE SCHOOL BOARD LEASING CORPORATION AUTHORIZING THE LEASE-PURCHASE FINANCING OF CERTAIN EDUCATIONAL FACILITIES PROJECTS; AUTHORIZING THE EXECUTION AND DELIVERY OF LEASE SCHEDULE NO. 2023A RELATING TO THE LEASE-PURCHASE OF SUCH PROJECTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A SERIES 2023A SUPPLEMENTAL TRUST AGREEMENT WITH U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE, PURSUANT TO WHICH THE TRUSTEE WILL EXECUTE, AUTHENTICATE AND DELIVER NOT EXCEEDING $135,000,000 AGGREGATE PRINCIPAL AMOUNT OF CERTIFICATES OF PARTICIPATION (THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA MASTER LEASE PROGRAM), SERIES 2023A EVIDENCING AN UNDIVIDED PROPORTIONATE INTEREST OF OWNERS THEREOF IN BASIC RENT PAYMENTS TO BE MADE UNDER A MASTER LEASE-PURCHASE AGREEMENT BY THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA; AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AGREEMENT RELATING TO THE LEASE OF CERTAIN REAL PROPERTY; AUTHORIZING THE EXECUTION AND DELIVERY OF A THIRTEENTH AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT WITH THE TRUSTEE AND AN ASSIGNMENT OF GROUND LEASE WITH RESPECT TO SUCH CERTIFICATES OF PARTICIPATION; DELEGATING TO THE PRESIDENT, VICE-PRESIDENT AND THEIR DESIGNEES THE AUTHORITY TO EXECUTE AND DELIVER A CERTIFICATE PURCHASE CONTRACT IN CONNECTION WITH A DELEGATED NEGOTIATED SALE OF SUCH CERTIFICATES OF PARTICIPATION IN ACCORDANCE WITH THE PARAMETERS SET FORTH IN A RESOLUTION OF THE SCHOOL BOARD ADOPTED ON THE DATE HEREOF; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MANATEE SCHOOL BOARD LEASING CORPORATION:

SECTION 1. DEFINITIONS. The following capitalized terms shall have the following meanings herein, unless the text otherwise expressly requires. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Act" means Chapters 1001 through 1013 and 617, Florida Statutes, as amended, and other applicable provisions of law.

"Assignment of Ground Lease" means the Assignment of Ground Lease Agreement from the Corporation to the Trustee, the substantially final form of which is attached hereto as Exhibit F.

"Board" means the Board of Directors of the Corporation.

"Certificate Purchase Contract" means the Certificate Purchase Contract, to be dated the date of sale of the Series 2023A Certificates, among the Underwriters, the School Board and the Corporation, the substantially final form of which is attached hereto as Exhibit D.

"Corporation" means the Manatee School Board Leasing Corporation, a Florida not-for-profit corporation.

"District" means the School District of Manatee County, Florida.

"Ground Lease" means the Ground Lease Agreement, between the School Board and the Corporation, the substantially final form of which is attached hereto as Exhibit C.

"Lease Agreement" means the Master Lease-Purchase Agreement, dated as of June 1, 1996, between the Corporation and the School Board, as amended and supplemented.

"Lease Schedule No. 2023A" means Lease Schedule No. 2023A to the Lease Agreement, between the Corporation and the School Board, the substantially final form of which is attached hereto as Exhibit A.

"President" means the President of the Corporation and, in his or her absence or unavailability, the Vice-President of the Corporation or such other person as may be duly authorized to act on his or her behalf.

"School Board" means The School Board of Manatee County, Florida, acting as the governing body of the District.

"Secretary" means the Secretary of the Corporation, and, in his or her absence or unavailability, the Vice-President of the Corporation or such other person as may be duly authorized to act on his or her behalf.

"Series 2023A Certificates" means the Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2023A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida, to be dated as of their date of issuance (or such other date as may be set forth in the Certificate Purchase Contract) and to be executed, authenticated and delivered by the Trustee under the Trust Agreement.

"Series 2023A Project" shall have the meaning as ascribed thereto in Lease Schedule No. 2023A.

"Series 2023A Supplemental Trust Agreement" means the Series 2023A Supplemental Trust Agreement relating to the Series 2023A Certificates, among the Corporation, the School Board and the Trustee, the substantially final form of which is attached hereto as Exhibit B.

"Thirteenth Amendment to Assignment of Lease Agreement" means the Thirteenth Amendment to Assignment of Lease Agreement between the Corporation and the Trustee, the substantially final form of which is attached hereto as Exhibit E.

"Trust Agreement" means the Master Trust Agreement, dated as of June 1, 1996, among the Corporation, the School Board and the Trustee, as amended and supplemented, particularly as amended and supplemented by the Series 2023A Supplemental Trust Agreement.

"Trustee" means U.S. Bank Trust Company, National Association, or any successor thereto.

"Underwriter(s)" means, collectively, Raymond James & Associates, Inc., PNC Capital Markets LLC and the other underwriters, if any, named in the Certificate Purchase Contract.

SECTION 2. FINDINGS. It is hereby found and determined that:

(A) The Corporation is authorized and empowered by the Act to enter into transactions such as that contemplated by this Resolution, the Lease Agreement, Lease Schedule No. 2023A, the Trust Agreement, the Ground Lease, the Assignment of Ground Lease and the Thirteenth Amendment to Assignment of Lease Agreement, and to fully perform its obligations thereunder in order to acquire, construct and install the Series 2023A Project and lease it to the School Board.

(B) Due to the present volatility of the market for tax-exempt obligations such as the Series 2023A Certificates and the complexity of the transactions relating to such Series 2023A Certificates, it is in the best interest of the Corporation that the Series 2023A Certificates be sold by a delegated negotiated sale, allowing market entry at the most advantageous time, rather than at a specified advertised date, thereby obtaining the best possible price and interest rate for the Series 2023A Certificates.

(C) The Corporation and the School Board have been advised by their Financial Advisor, PFM Financial Advisors LLC, as to the market appropriateness of preparing for the purchase proposal of the Underwriters in light of current market levels and conditions and as to the acceptance of a Certificate Purchase Contract pursuant to a delegated, negotiated sale, subject to the conditions provided herein.

(D) The Series 2023A Certificates shall be secured solely as provided in the Trust Agreement, the Lease Agreement, Lease Schedule No. 2023A, the Ground Lease, the Assignment of Ground Lease and the Thirteenth Amendment to Assignment of Lease Agreement, it being understood that neither the Series 2023A Certificates nor the interest represented thereby shall be or constitute a general obligation of the Corporation or the District, the School Board, Manatee County, Florida or the State of Florida, or any political subdivision or agency thereof, a pledge of the faith and credit of the Corporation or the District, the School Board, Manatee County, Florida or the State of Florida, or any political subdivision or agency thereof, or a lien upon any property of or located within the boundaries of the District.

SECTION 3. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Corporation's Articles of Incorporation, the Act and other applicable provisions of law.

SECTION 4. AUTHORIZATION OF LEASE-PURCHASE OF SERIES 2023A PROJECT. The Corporation hereby authorizes the acquisition, construction and installation of the Series 2023A Project and the lease-purchase of it to the School Board in accordance with the terms of the Lease Agreement and Lease Schedule No. 2023A.

SECTION 5. APPROVAL OF LEASE SCHEDULE NO. 2023A. Subject to the provisions of Section 12 hereof, the Board hereby authorizes and directs the President to execute Lease Schedule No. 2023A, and the Secretary to attest the same under the seal of the Corporation, and to deliver Lease Schedule No. 2023A to the School Board for its execution. Lease Schedule No. 2023A shall be in substantially the form attached hereto as Exhibit A, with such changes, modifications, deletions and additions as may be approved by such President. Execution by the President of Lease Schedule No. 2023A shall be deemed to be conclusive evidence of approval of such changes. The authorization to execute and deliver Lease Schedule No. 2023A is expressly conditioned upon compliance with the terms and conditions set forth in the Certificate Purchase Contract for execution, authentication and delivery of the Series 2023A Certificates. The Board hereby approves

the Basic Rent Payments to be described in Lease Schedule No. 2023A in accordance with the duly executed Certificate Purchase Contract.

SECTION 6. APPROVAL OF SERIES 2023A SUPPLEMENTAL TRUST AGREEMENT. Subject to the provisions of Section 12 hereof, the Board hereby authorizes and directs the President to execute the Series 2023A Supplemental Trust Agreement, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Series 2023A Supplemental Trust Agreement to the School Board and the Trustee for their execution. The Series 2023A Supplemental Trust Agreement shall be in substantially the form attached hereto as Exhibit B, with such changes, modifications, deletions and additions as may be approved by said President. Execution by the President of the Series 2023A Supplemental Trust Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 7. APPROVAL OF GROUND LEASE. Subject to the provisions of Section 12 hereof, the Board hereby authorizes and directs the President to execute the Ground Lease, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Ground Lease to the School Board for its execution. The Ground Lease shall be in substantially the form attached hereto as Exhibit C, with such changes, modifications, deletions and additions as may be approved by said President. Execution by the President of the Ground Lease shall be deemed to be conclusive evidence of approval of such changes. If the Board acquires additional sites for the Series 2023A Project, the President and Secretary are authorized to sign such amendatory or supplemental documents as shall be necessary to subject such property to the terms of the Ground Lease.

SECTION 8. APPROVAL OF CERTIFICATE PURCHASE CONTRACT. Subject to the provisions of Section 12 hereof, the Board hereby authorizes and directs the President to execute the Certificate Purchase Contract and the Secretary to attest the same, and to deliver the Certificate Purchase Contract to the Underwriters and the School Board for their execution. The Series 2023A Certificates shall be sold to the Underwriters at the purchase price indicated in the Certificate Purchase Contract. The Certificate Purchase Contract shall be substantially in the form attached hereto as Exhibit D, with such changes, modifications, deletions and additions as may be approved by said President. Execution by the President of the Certificate Purchase Contract shall be deemed to be conclusive evidence of approval of such changes.

SECTION 9. APPROVAL OF THIRTEENTH AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT. Subject to the provisions of Section 12 hereof, the Board hereby authorizes and directs the President to execute the Thirteenth Amendment to Assignment of Lease Agreement, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Thirteenth Amendment to Assignment of Lease Agreement to the Trustee for its execution. The Thirteenth Amendment to Assignment of Lease Agreement shall be in substantially the form attached hereto as

Exhibit E which such changes, modifications, deletions and additions as may be approved by said President. Execution by the President of the Thirteenth Amendment to Assignment of Lease Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 10. APPROVAL OF ASSIGNMENT OF GROUND LEASE. Subject to the provisions of Section 12 hereof, the Board hereby authorizes and directs the President to execute the Assignment of Ground Lease, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Assignment of Ground Lease to the Trustee. The Assignment of Ground Lease shall be in substantially the form attached hereto as Exhibit F which such changes, modifications, deletions and additions as may be approved by said President. Execution by the President of the Assignment of Ground Lease shall be deemed to be conclusive evidence of approval of such changes.

SECTION 11. AUTHORIZATION OF EXECUTION AND DELIVERY OF REQUEST AND AUTHORIZATION CERTIFICATE. Subject to the provisions of Section 12 hereof, the Board hereby authorizes and directs the President to execute and deliver a Request and Authorization Certificate substantially in the form attached to the Trust Agreement as Exhibit C, authorizing the Trustee to execute and deliver not in excess of $135,000,000 aggregate principal amount of Series 2023A Certificates and containing such other details as shall be necessary to conform such Request and Authorization Certificate to the final terms and details of the Series 2023A Certificates as set forth in Lease Schedule No. 2023A, the Series 2023A Supplemental Trust Agreement and the Certificate Purchase Contract.

SECTION 12. AUTHORIZATIONS SUBJECT TO CONDITIONS SUBSEQUENT. The authorizations set forth in Sections 4 through 11 hereof with respect to the lease-purchase financing of the Series 2023A Project and the execution and delivery of Lease Schedule No. 2023A, the Series 2023A Supplemental Trust Agreement, the Ground Lease, the Thirteenth Amendment to Assignment of Lease Agreement, the Assignment of Ground Lease and the Certificate Purchase Contract are subject in all respects to satisfaction of the requirements set forth in Section 9 of the School Board Certificate Resolution of even date herewith (the "School Board Resolution") and relating to the issuance of the Series 2023A Certificates. Execution and delivery of said documents by the Chair and Superintendent (as such terms are defined in the School Board Resolution) of the School Board shall be deemed conclusive evidence of the satisfaction of the requirements set forth in said Section 9 of the School Board Resolution and this Section 12.

SECTION 13. APPOINTMENT OF TRUSTEE. U.S. Bank Trust Company, National Association is hereby appointed as Trustee in connection with the Series 2023A Certificates.

SECTION 14. GENERAL AUTHORITY. Subject to the provisions of Section 12 hereof, the President, Secretary and the other officers, attorneys and other agents or employees of the Corporation are hereby authorized to do all acts and things required of them by this Resolution or the Certificate Purchase Contract, or desirable or consistent with the requirements of this Resolution, the School Board Resolution, the Lease Agreement, Lease Schedule No. 2023A, the Trust Agreement, the Ground Lease, the Assignment of Ground Lease, the Thirteenth Amendment to Assignment of Lease Agreement or the Certificate Purchase Contract for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or therein, and each member, employee, attorney and officer of the Corporation is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. The foregoing officers are authorized to change the dated date of the documents authorized herein or to change the series designation of the Series 2023A Certificates, if necessary or desirable, for accomplishing the acts herein authorized.

SECTION 15. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 16. REPEAL OF INCONSISTENT DOCUMENTS. All prior resolutions, particularly Resolution 2020-08 adopted by the Board on October 27, 2020, or parts thereof, in conflict herewith are hereby superseded and repealed to the extent of such conflict.

[Signature page to follow]

SECTION 17. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 28th day of February, 2023.

MANATEE SCHOOL BOARD LEASING CORPORATION

(SEAL)

By: _____
President

ATTEST:

_____
Secretary

EXHIBIT A

FORM OF LEASE SCHEDULE NO. 2023A

LEASE SCHEDULE NO. 2023A
to the
Master Lease-Purchase Agreement,
dated as of June 1, 1996,
between
Manatee School Board Leasing Corporation (the "Corporation")
and
The School Board of Manatee County, Florida (the "Board")

THIS LEASE SCHEDULE NO. 2023A (the "Lease Schedule") is hereby entered into under and pursuant to that certain Master Lease-Purchase Agreement, dated as of June 1, 1996 (the "Lease Agreement"), pursuant to which the Corporation has agreed to lease-purchase to the Board and the Board has agreed to lease-purchase from the Corporation, subject to the terms and conditions of the Lease Agreement, the Series 2023A Project as herein described. All capitalized terms not otherwise defined herein shall have the respective meanings therefor set forth in the (i) Lease Agreement or (ii) Master Trust Agreement, dated as of June 1, 1996, among the Corporation, the Board and the Trustee, as amended and supplemented by the Series 2023A Supplemental Trust Agreement (the "Series 2023A Supplemental Trust Agreement"), dated as of **[**MONTH**]** 1, 2023, among the Corporation, the Board and the Trustee (collectively, the "Trust Agreement"). Reference to "Lease Agreement" herein shall include the terms of this Lease Schedule.

1. Series 2023A Project. The leased property, which is described in Section 6 of this Lease Schedule (the "Series 2023A Project"), and has a Maximum Cost of $**[**PROJECT ACCOUNT DEPOSIT**]** (plus any investment earnings), shall be acquired, constructed and installed, and lease-purchased, by the Board from the Corporation pursuant to the terms of the Lease Agreement.

2. Commencement Date; Lease Term; Other Definitions. For purposes of this Lease Schedule and the Lease Agreement:

(a) The Commencement Date for the Series 2023A Project is **[**DATED DATE**]**, 2023.

(b) The Initial Lease Termination Date of the lease of the Series 2023A Project shall be June 30, 2023. The Maximum Lease Term shall commence on the Commencement Date hereof and terminate on June 30, 20___.

(c) The Estimated Completion Date of the Series 2023A Project is **[**MONTH**]** 1, 2026.

3. Certificates of Participation.

(a) The Certificates of Participation issued under the Trust Agreement and related to this Lease Schedule are identified as "Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2023A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida" (the "Series 2023A Certificates").

(b) The Credit Enhancer for the Series 2023A Certificates maturing on July 1 in the years 20___ through 20__, inclusive, and 20__ (the "Insured Series 2023A Certificates") shall be _____, or any successor thereto or assignee thereof ("**[**INSURER**]**"). The Series 2023A Certificates not constituting Insured Series 2023A Certificates shall not be subject to credit enhancement.

(c) The Reserve Requirement for the Series 2023A Subaccount established in the Reserve Account under the Trust Agreement shall be zero ($0.00).

(d) The Optional Prepayment Date shall be July 1, 20___ and any date thereafter.

(e) No Prepayment Amount is designated for purposes of 6.03(g) of the Master Trust Agreement.

(f) The Closure Date of the Series 2023A Subaccount of the Project Account established for the Series 2023A Certificates, for purposes of Section 6.03(g) of the Master Trust Agreement, shall be **[**MONTH**]** 1, 2026.

4. Basic Rent and Basic Rent Payment Dates. The Basic Rent payable by the Board to the Corporation with respect to the Series 2023A Project under the Lease Agreement is described in Schedule A attached hereto. The Basic Rent Payment Dates with respect to the Series 2023A Certificates shall be June 15 and December 15 of each year, commencing **[**December 15, 2023.**]**

5. Use of Certificate Proceeds. The proceeds of the Series 2023A Certificates (net of Underwriters' discount of $**[**UW DISCOUNT**]**) shall be disbursed as follows:

Deposit to Series 2023A Subaccount of Project Account
established for the Series 2023A Certificates ..... $**[**PROJECT ACCOUNT DEPOSIT**]**

Deposit to Series 2023A Subaccount of Costs of Issuance Account established for the Series 2023A Certificates..$[COI ACCOUNT DEPOSIT]*

*$[INSURANCE PREMIUM] of which shall be wired directly to [INSURER] at closing.

6. The Series 2023A Project. The Project Description, Project Budget and Project Schedule for the Series 2023A Project are attached hereto as Schedule B.

7. Designated Equipment. The Designated Equipment for the Series 2023A Project is attached hereto as part of Schedule B.

8. The Land. A description of the Land, including any Ground Leases, is attached as Schedule C attached hereto.

9. Title Insurance. For purposes of Section 6.03(c) of the Trust Agreement, the amount of title insurance applicable to each Series 2023A Project site shall be $1,000,000.

10. Insurance. In lieu of the provisions contained in Sections 5.05 and 5.06 of the Lease Agreement and unless otherwise waived by [INSURER], with respect to the Series 2023A Certificates and to Series 2023A Project, the following provisions shall apply:

(a) The Board shall procure and maintain, or cause to be procured and maintained, throughout the Lease Term, subject to the requirements of State law, insurance against loss or damage to any part of the Projects by fire or lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, also cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be maintained in such amounts per occurrence as are available at commercially reasonable costs and in minimum amounts necessary to qualify for federal disaster relief programs. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried or required to be carried by the Board. In the event the Board determines that such insurance is unavailable at commercially reasonable rates, such insurance may be maintained in whole or in part in the form of self-insurance by the Board, provided such self-insurance complies with the provisions of Section 5.07 of the Master Trust Agreement and is in at least the minimum amount necessary to comply for federal disaster relief programs. The Net Proceeds of such insurance shall be applied as provided in Section 5.08 of the Master Trust Agreement, as modified by Section 14 hereof.

(b) Flood insurance shall be maintained by the Board for any property included in a Project which is located in a federally designated flood plain, in such

amounts per occurrence as are available at commercially reasonable costs and in minimum amounts necessary to qualify for federal disaster relief programs. Such flood insurance may be maintained in whole or in part in the form of self-insurance by the Board as long as the aggregate amount of the flood insurance is in at least such minimum amount as shall qualify for federal disaster relief programs.

11. Other Documents. The documents required by Section 3.01(c) of the Lease Agreement to be submitted with this Lease Schedule are attached hereto as Schedule D.

12. Assignment of Lease Agreement and Assignment of Ground Lease. The Corporation hereby acknowledges that all Lease Payments and its rights, title and interest in this Lease Schedule and, with certain exceptions, the Lease Agreement have been assigned to the Trustee pursuant to the Assignment of Lease Agreement, dated as of June 1, 1996, as supplemented and amended pursuant to the Thirteenth Amendment to Assignment of Lease Agreement, dated as of **[**MONTH**]** 1, 2023, between the Corporation and the Trustee and that all of its right, title and interest in the Ground Lease Agreement, dated as of _ **[**MONTH**]** 1, 2023, between the Board and the Corporation, have been assigned to the Trustee pursuant to the Assignment of Ground Lease, dated as of **[**MONTH**]** 1, 2023.

13. Other Permitted Encumbrances. Those encumbrances set forth in the title policies delivered in connection with any Series 2023A Project component site.

14. Section 5.08(c) and (d) of Lease Agreement Not Applicable. Notwithstanding the provisions set forth in Sections 5.08(c) and (d) of Lease Agreement, the Board may elect not to repair, restore or replace the Series 2023A Project or any portion thereof which has been destroyed, damaged or lost or condemned, with the Net Proceeds of any insurance or condemnation award, by filing a certificate with the Trustee for the Series 2023A Certificates stating that (i) the Board has made such an election and (ii) it is not in the best interests of the Board to repair, restore or replace such Series 2023A Project or portion thereof. Upon such an election, if the Net Proceeds are not greater than the amount of the Lease Payments coming due in the current and immediately following Fiscal Year under Lease Schedule No. 2023A, then such amounts shall be used first, to pay the Interest Component of the Series 2023A Certificates for the next two interest Payment Dates and then to pay the Principal Component next coming due. In the event the Net Proceeds are greater than the amount of the Lease Payments coming due under Lease Schedule No. 2023A in the current and immediately following Fiscal Year, at the option of the Board, the Board shall apply the Net Proceeds of such insurance or condemnation award to (i) the acquisition, construction and installation of other Land and/or Buildings to be used for educational purposes that will be subject to Lease Schedule No. 2023A or (ii) upon receipt of an approving opinion of Special Counsel, to the Series 2023A Subaccount of the Interest Account, or Series 2023A Subaccount of the Principal Account, as applicable, to be credited against the payments next due to such accounts or subaccounts.

The provisions of Section 5.08(d) of the Lease Agreement shall not apply to the Series 2023A Project.

15. Special Terms and Conditions for Lease Schedule No. 2023A.

(a) Representations.

(1) The Board hereby represents, covenants and warrants that adequate water, sanitary sewer and storm sewer utilities, electric power, telephone and other utilities are available to the Series 2023A Project.

(2) The Board hereby confirms its representations, covenants and warranties set forth in the Lease Agreement. The Corporation hereby confirms its representations, covenants and warranties set forth in the Lease Agreement.

(3) The Board and the Corporation hereby represent that the Lease Agreement is in effect and that to their knowledge there are no defaults on the date of execution of this Lease Schedule No. 2023A under the Lease Agreement, the Ground Lease or the Trust Agreement.

16. Notices. Copies of all notices required to be given to a Credit Enhancer pursuant to the Lease Agreement shall be given to **[**INSURER**]** at the following address:

[To Come]

17. Special Terms and Conditions Required by **[**INSURER**]**. For purposes of this Lease Schedule, the following provisions shall apply:

[To Come]

[Remainder of page intentionally left blank]

IN **WITNESS WHEREOF,** each of the parties hereto have caused this Lease Schedule No. 2023A to be executed by their proper corporate officers, all as of the 1st day of **[**MONTH**]** 2023.

MANATEE SCHOOL BOARD LEASING CORPORATION

By: _____
President

(SEAL)

Attest: _____
Secretary

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____
Chairman

(SEAL)

Attest: _____
Superintendent

SCHEDULE A

TOTAL BASIC RENT SCHEDULE

(Rent due on June 15 and December 15 next preceding each Certificate Payment Date)

Certificate Payment Date	Principal Component	Interest Component	Total Basic Rent Payment	Remaining Principal Component

BASIC RENT SCHEDULE BY GROUP

SCHEDULE B

SERIES 2023A PROJECT DESCRIPTION, SERIES 2023A PROJECT BUDGET, PROJECT SCHEDULE AND DESIGNATED EQUIPMENT

PROJECT DESCRIPTION

1. Blackburn Elementary School Renovation. Project consists of replacement of one building and removal of one building; complete renovations of the existing campus that will include the replacement of roof systems, mechanical systems, and plumbing systems. Building envelope improvements including window, door, and insulation systems; improve Campus Safety/Security including fire alarm, site improvements and on-site traffic queuing.

2. Haile Middle School Renovation. Project consists of roof systems replacement, mechanical systems, and associated piping, plumbing systems, and associated piping, building envelope improvements including window, door and insulation systems, improve campus safety/security, replace life safety systems including fire alarm, kitchen reconfiguration with partial equipment replacement, site improvements to include canopies, concrete walks and associated drainage, and deep energy retrofit.

3. Oneco Elementary School Renovation. Project consists of complete renovation of the existing facility, demolish of select structures, minor non-student station capacity buildings, replacing mechanical systems and associated piping, replace plumbing systems and associated piping, building envelope improvements including window, door, and insulation systems, improve Technology infrastructure, improve Campus Safety/Security, replace Life Safety Systems including fire alarm, site improvements including storm water and improve on-site traffic queuing.

4. Tara Elementary School Addition and Renovation. Project consists of a campus-wide renovation and addition; included are required site improvements, adding four (4) classrooms, improve traffic queuing, roof replacement, cabinetry and mill work as needed, doors and windows, painting, acoustical tile, flooring (VCT and carpet), building signage, plumbing, new mechanical system, upgrade to LED lighting throughout the campus, security upgrades to include fencing and Administration/ Reception Areas and removal of portables.

ESTIMATED PROJECT BUDGET

Facility	Site Improvement	Planning	Acquisition/ Construction	Total Project Cost
Blackburn Elementary School Renovation	$6,962,308	$1,625,422	$21,339,636	$29,927,366
Haile Middle School Renovation	5,011,300	2,843,849	35,849,851	43,705,000
Oneco Elementary School Renovation	3,631,00	2,848,849	27,670,151	34,150,000
Tara Elementary School Addition and Renovation	4,256,207	5,597,263	25,407,330	35,260,800

ESTIMATED DRAWDOWN SCHEDULE

Year/ Month	Amount

DESIGNATED EQUIPMENT

The _____ School component of the Series 2023A Project and**]** all equipment components not constituting fixtures of the educational facilities described under the heading "PROJECT DESCRIPTION" above.

EXHIBIT A TO SCHEDULE B

EDUCATIONAL PLANT SURVEY EXCERPTS RELATED TO THE PROJECT COMPONENTS

[Not Applicable**]**

SCHEDULE C

DESCRIPTION OF THE LAND

SCHEDULE D

DOCUMENTS REQUIRED BY SECTION 3.01(C)
OF THE LEASE AGREEMENT

1. Resolution of the School Board. See Tab __.__.

2. Certificate of the School Board. See Tab __.__.

3. Ground Lease Agreement. See Tab__.__.

4. Series 2023A Supplemental Trust Agreement. See Tab__.__.

5. Memorandum of Lease with respect to the Series 2023A Project. See Tab __.__.

6. Memorandum of Ground Lease with respect to the Series 2023A Project. See Tab __.__.

EXHIBIT B

FORM OF SERIES 2023A SUPPLEMENTAL TRUST AGREEMENT

SERIES 2023A SUPPLEMENTAL TRUST AGREEMENT

by and among

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as successor Trustee

and

MANATEE SCHOOL BOARD LEASING CORPORATION,
as Lessor

and

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,
as Lessee

Dated as of [MONTH] 1, 2023

Relating to
Certificates of Participation
(The School Board of Manatee County, Florida
Master Lease Program), Series 2023A
Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS

SECTION 101. DEFINITIONS 3

ARTICLE II
THE SERIES 2023A CERTIFICATES

SECTION 201. AUTHORIZATION OF SERIES 2023A CERTIFICATES 11
SECTION 202. ISSUANCE OF SERIES 2023A CERTIFICATES 12
SECTION 203. THE SERIES 2023A PROJECT 12
SECTION 204. LETTER OF INSTRUCTIONS 12
SECTION 205. FULL BOOK-ENTRY 12

ARTICLE III
APPLICATION OF SERIES 2023A CERTIFICATE PROCEEDS

SECTION 301. APPLICATION OF SERIES 2023A CERTIFICATE PROCEEDS 14

ARTICLE IV
ESTABLISHMENT OF SERIES 2023A PLEDGED ACCOUNTS

SECTION 401. ESTABLISHMENT OF SERIES 2023A PLEDGED ACCOUNTS 15
SECTION 402. SECURITY FOR SERIES 2023A CERTIFICATES 15
SECTION 403. CREDIT ENHANCEMENT 15

ARTICLE V
PREPAYMENT OF SERIES 2023A CERTIFICATES

SECTION 501. PREPAYMENT OF SERIES 2023A CERTIFICATES 17

ARTICLE VI
PROVISIONS RELATING TO SERIES 2023A CERTIFICATES

SECTION 601. PROVISIONS REGARDING MUNICIPAL BOND INSURANCE POLICY; ADDITIONAL OBLIGATIONS OF THE BOARD 19

ARTICLE VII
MISCELLANEOUS

SECTION 701. PROVISIONS OF MASTER TRUST AGREEMENT NOT OTHERWISE MODIFIED 20
SECTION 702. THIRD PARTY BENEFICIARIES 20
SECTION 703. CONFIRMATION OF SECURITY TRANSACTIONS. 20

SECTION 704. PATRIOT ACT OF REQUIREMENTS OF TRUSTEE. 20
SECTION 705. COUNTERPARTS..... 20
SECTION 706. HEADINGS 21
SECTION 707. LAWS..... 21

SCHEDULE 1 LETTER OF INSTRUCTIONS S-1

SERIES 2023A SUPPLEMENTAL TRUST AGREEMENT

THIS SERIES 2023A SUPPLEMENTAL TRUST AGREEMENT, dated as of **[**MONTH**]** 1, 2023 (the "Series 2023A Supplemental Trust Agreement"), amending and supplementing the Master Trust Agreement, dated as of June 1, 1996, as amended and supplemented (the "Master Trust Agreement," and together with the Series 2023A Supplemental Trust Agreement, the "Trust Agreement"), by and among **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association with corporate trust powers qualified to accept trusts of the type set forth in the Trust Agreement, as successor trustee (the "Trustee"), the **MANATEE SCHOOL BOARD LEASING CORPORATION,** a not-for-profit educational corporation duly organized and existing under the laws of the State of Florida (the "Corporation"), and **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** acting as the governing body of the School District of Manatee County, Florida (the "Board").

W I T N E S E T H:

WHEREAS, the Board has heretofore deemed it in its best interests to lease-purchase certain real and/or personal property from time to time and has heretofore entered into a Master Lease-Purchase Agreement, dated as of June 1, 1996, as amended and supplemented (the "Lease Agreement"), between the Corporation, as lessor, and the Board, as lessee; and

WHEREAS, pursuant to the Lease Agreement, the Board may from time to time, by execution of a Lease Schedule to the Lease Agreement (each a "Lease Schedule"), direct the Corporation to acquire, construct and lease-purchase to the Board the items of property described in the applicable Lease Schedule (which items of property are collectively referred to herein as the "Projects"); and

WHEREAS, provision for the payment of the cost of acquiring, constructing and installing each Project will be made by the issuance and sale from time to time of a Series (as defined in the Master Trust Agreement) of Certificates of Participation issued under the Trust Agreement (the "Certificates"), which shall be secured by and be payable from the right of the Corporation to receive Basic Rent Payments (as defined in the Master Trust Agreement) to be made by the Board pursuant to the Lease Agreement and related Lease Schedule; and

WHEREAS, the Trustee has agreed to deliver a Series of Certificates pursuant to and upon receipt of a Request and Authorization (as defined in the Master Trust Agreement) from the Corporation and the terms of this Series 2023A Supplemental Trust Agreement; and

WHEREAS, the Corporation has assigned by absolute outright assignment to the Trustee all of its right, title and interest in and to the Lease Agreement and the Lease

Payments (as defined in the Master Trust Agreement), other than its rights of indemnification, its obligations pursuant to Section 6.03 of the Lease Agreement and its right to enter into Lease Schedules from time to time, pursuant to the Assignment of Lease Agreement, dated as of June 1, 1996, as amended and supplemented (the "Assignment of Lease Agreement"), between the Corporation and the Trustee; and

WHEREAS, each Series of Certificates (other than Completion Certificates and partial Refunding Certificates) shall be secured independently from each other Series of Certificates; and

WHEREAS, simultaneously herewith, the Board and the Corporation shall enter into Lease Schedule No. 2023A, dated as of the date hereof, for the lease-purchase of various educational facilities more particularly described in said Lease Schedule No. 2023A; and

WHEREAS, the Trustee has received a Request and Authorization from the Corporation relating to the issuance of $**[**PAR AMOUNT**]** aggregate principal amount of "Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2023A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida" (the "Series 2023A Certificates"); and

WHEREAS, the Series 2023A Certificates shall be secured in the manner provided in the Trust Agreement and shall have the terms and provisions contained in this Series 2023A Supplemental Trust Agreement; and

WHEREAS, all things necessary to make the Series 2023A Certificates, when authenticated by the Trustee and issued as provided herein and in the Trust Agreement, the valid, binding and legal obligations according to the terms thereof, have been done and performed, and the creation, execution and delivery of this Series 2023A Supplemental Trust Agreement, and the creation, execution and issuance of the Series 2023A Certificates subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS SERIES 2023A SUPPLEMENTAL TRUST AGREEMENT WITNESSETH:

ARTICLE I
DEFINITIONS

SECTION 101. DEFINITIONS. Capitalized words and terms which are defined in the Trust Agreement shall have the same meanings ascribed to them when used herein, unless the context or use indicates a different meaning or intent. In addition to the capitalized words and terms elsewhere defined in this Series 2023A Supplemental Trust Agreement, the following capitalized words and terms as used in this Series 2023A Supplemental Trust Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Assignment of Ground Lease" means the Assignment of Ground Lease, dated as of **[**MONTH**]** 1, 2023, from the Corporation to the Trustee.

"Ground Lease" means the Ground Lease Agreement, dated as of **[**MONTH**]** 1, 2023, between the Board and the Corporation**.**

"Insured Series 2023A Certificates" means the Series 2023A Certificates maturing on July 1 in the years 20__ through 20__, inclusive, and 20__.

"[INSURER]" or **"Insurer"** or **"Credit Enhancer"** means _____ or any successor thereto or assignee thereof, as the issuer of the Municipal Bond Insurance Policy, or any successor thereto.

"Lease Schedule No. 2023A" means Lease Schedule No. 2023A relating to the Series 2023A Project, dated as of **[**MONTH**]** 1, 2023 which shall be part of the Lease Agreement.

"Municipal Bond Insurance Policy" or **"Policy"** means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal and interest on the Insured Series 2023A Certificates when due.

"Payment Date" shall mean January 1 and July 1 of each year, commencing **[**January 1, 2024.**]**

"Permitted Investments" means:

1. (a) Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"), (b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described

above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

2. Federal Housing Administration debentures.

3. The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

- Federal Home Loan Mortgage Corporation (FHLMC)
  - Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)
  - Senior Debt obligations

- Farm Credit Banks (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives)
  - Consolidated system-wide bonds and notes

- Federal Home Loan Banks (FHL Banks)
  - Consolidated debt obligations

- Federal National Mortgage Association (FNMA)
  - Senior debt obligations
  - Mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)

- Student Loan Marketing Association (SLMA)
  - Senior debt obligations (excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date)

- Financial Corporation (FICO)
  - Debt obligations

- Resolution Funding Corporation (REFCORP)
  - Debt obligations

4. Unsecured certificates of deposit, time deposits and bankers' acceptances (having maturities of not more than 30 days) of any bank the short-term obligations of which are rated "A-1" or better by S&P.

5. Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks which have capital and surplus of at least $5 million.

6. Commercial paper (having original maturities of not more than 270 days) rated "A-1+" by S&P and "Prime-1" by Moody's.

7. Money market funds rated "AAm" or "AAm-G" by S&P, or better.

8. "State Obligations," which means:

A. Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated "A3" by Moody's and "A" by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

B. Direct general short-term obligations of any state agency or subdivision or agency thereof described in (A) above and rated "A-1+" by S&P and "MIG-1" by Moody's.

C. Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (A) above and rated "AA" or better by S&P and "Aa" or better by Moody's.

9. Pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:

A. the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

B. the municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

C. the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification");

D. the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

E. no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

F. the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

10. Repurchase agreements with (1) any domestic bank, or domestic branch of a foreign bank, the long-term debt of which is rated at least "A" by S&P and Moody's; or (2) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "A" by S&P and Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated "A" or better by S&P and Moody's and acceptable to the Insurer, provided that:

A. The market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach);

B. The Trustee or a third party acting solely as agent therefor or for the Board (the "Holder of the Collateral") has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

C. The repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

D. All other requirements of S&P in respect of repurchase agreements shall be met; and

E. The repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must, at the direction of the Board or the Trustee (who shall give such direction if so directed by the Insurer), within 10 days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the Board or Trustee.

Notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified in (A) above, so long as such collateral levels are 103% or better and the provider is rated at least "A" by S&P and Moody's, respectively.

11. Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "A" by S&P and "A" by Moody's; provided that, by the terms of the investment agreement:

A. interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) on the Bonds;

B. the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice; the Board and the Trustee hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

C. the investment agreement shall state that it is the unconditional and general obligation of, and is not subordinated to any other obligation or, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

D. the Board or the Trustee receives the opinion of domestic counsel (which opinion shall be addressed to the Board, the Trustee and the Insurer) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the Insurer;

E. the investment agreement shall provide that if during its term:

(1) the provider's rating by either S&P or Moody's falls below "A" or "A," respectively, the provider shall, at its option, within 10 days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the Board, the Trustee or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and

upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) repay the principal of and accrued but unpaid interest on the investment, and

(2) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3," respectively, the provider must, at the direction of the Board or the Trustee (who shall give such direction if so directed by the Insurer), within 10 days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Board or Trustee;

F. The investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

G. the investment agreement must provide that if during its term:

(1) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Board or the Trustee (who shall give such direction if so directed by the Board), be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Board or Trustee, as appropriate, and

(2) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Board or Trustee, as appropriate.

12. Nonnegotiable Certificates of Deposit with a qualified public depository in accordance with Chapter 280, Florida Statutes.

13. Such other obligations as shall be permitted to be legal investments of the Board by the laws of the State.

14. Units of participation in the Local Government Surplus Funds Trust Fund established pursuant to Part IV, Chapter 218, Florida Statutes, as amended.

15. Other forms of investments approved in writing by a majority of the Owners of the Series 2023A Certificates.

For purposes of the foregoing, compliance with any minimum rating requirement shall be determined at the time the investment is made; and the Trustee shall have no duty to monitor rating levels of investments on an ongoing basis.

"Related Documents" means the Trust Agreement, the Lease Agreement, Lease Schedule No. 2023A, the Ground Lease, the Thirteenth Amendment to Assignment of Lease Agreement and the Assignment of Ground Lease, as all such documents are supplemented and amended.

"Reserve Requirement" means, with respect to the Series 2023A Certificates, zero dollars ($0.00).

"Series 2023A Account of the Prepayment Fund" means the account established in the Prepayment Fund established pursuant to Section 6.02 of the Master Trust Agreement and Section 401 hereof.

"Series 2023A Certificates" means the $**[**PAR AMOUNT**]** aggregate principal amount of Certificates of Participation authorized to be issued under Section 4.01 of the Master Trust Agreement and Section 201 hereof.

"Series 2023A Pledged Accounts" means the Series 2023A Subaccount of the Project Account, the Series 2023A Subaccount of the Costs of Issuance Account, the Series 2023A Subaccount of the Principal Account, the Series 2023A Subaccount of the Interest Account and the Series 2023A Account of the Prepayment Fund.

"Series 2023A Project" means the property and improvements described as the "Series 2023A Project" in Lease Schedule No. 2023A, as the same may be amended or modified from time to time.

"Series 2023A Subaccount of the Costs of Issuance Account" means the subaccount established in the Costs of Issuance Account pursuant to Sections 6.02 and 6.04 of the Master Trust Agreement and Section 401 hereof.

"Series 2023A Subaccount of the Interest Account" means the subaccount established in the Interest Account pursuant to Sections 6.02 and 6.06 of the Master Trust Agreement and Section 401 hereof.

"Series 2023A Subaccount of the Principal Account" means the subaccount established in the principal account pursuant to Sections 6.02 and 6.06 of the Master Trust Agreement and Section 401 hereof.

"Series 2023A Subaccount of the Project Account" means the subaccount established in the Project Account pursuant to Section 6.02 and 6.03 of the Master Trust Agreement and Section 401 hereof.

"Series 2023A Supplemental Trust Agreement" means this instrument, as may be amended and supplemented.

"Thirteenth Amendment to Assignment of Lease Agreement" means the Thirteenth Amendment to Assignment of Lease Agreement, dated as of **[**MONTH**]** 1, 2023, from the Corporation to the Trustee.

"Trustee" means U.S. Bank Trust Company, National Association and any successor thereto.

ARTICLE II
THE SERIES 2023A CERTIFICATES

SECTION 201. AUTHORIZATION OF SERIES 2023A CERTIFICATES. (a) There is hereby created a Series of Certificates to be issued under the Trust Agreement to be known as "Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2023A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida." The aggregate principal amount of Series 2023A Certificates which may be issued is hereby expressly limited to $**[**PAR AMOUNT**]**; provided, however, Completion Certificates may be issued in the manner provided in Section 4.12 of the Master Trust Agreement. The Series 2023A Certificates shall be issued for the purposes of (a) financing (including through reimbursement) the acquisition, construction and installation of the Series 2023A Project to be leased to the Board, and (b) paying Costs of Issuance of the Series 2023A Certificates. The Series 2023A Certificates shall bear interest from their dated date and shall be issuable as fully registered Certificates without coupons in denominations of $5,000 and integral multiples thereof. The Series 2023A Certificates shall be lettered and numbered R-1 and upward.

(b) Except as otherwise provided in the Trust Agreement, the Series 2023A Certificate shall be dated as of their date of delivery. Interest on the Series 2023A Certificates shall be payable on each Payment Date, commencing **[**January 1, 2024.**]** The Series 2023A Certificates shall be payable in the manner provided in the Trust Agreement.

(c) The Series 2023A Certificates shall bear interest at the respective rates and shall mature on July 1 of each of the years in the respective principal amounts set opposite each year in the following schedule:

Maturity (July 1)	Principal Amount	Interest Rate

_____
*Insured Series 2023A Certificates.

(d) The Series 2023A Certificates maturing on July 1 in the years 20___ through 20__, inclusive, shall be Serial Certificates. The Series 2023A Certificates maturing on July 1 in the year 20__ shall be Term Certificates. The Series 2023A Certificates shall be substantially in the form set forth in Exhibit B to the Master Trust Agreement.

SECTION 202. ISSUANCE OF SERIES 2023A CERTIFICATES. The Series 2023A Certificates shall be issued upon delivery to the Trustee of the documents referred to in Section 4.02(a) of the Master Trust Agreement and the payment of the purchase price therefor.

SECTION 203. THE SERIES 2023A PROJECT. The Series 2023A Project shall be acquired, constructed and installed as provided in the Trust Agreement, the Lease Agreement and Lease Schedule No. 2023A.

SECTION 204. LETTER OF INSTRUCTIONS. Attached hereto as Schedule 1 is the Letter of Instructions relating to the Series 2023A Certificates as required by Section 6.12 of the Master Trust Agreement. The Trustee, the Corporation and the Board agree to abide by the applicable provisions of such Letter of Instructions in accordance with and to the extent of the terms of the Trust Agreement.

SECTION 205. FULL BOOK-ENTRY. Notwithstanding the provisions set forth in Section 201 hereof or Section 4.06 of the Master Trust Agreement, and pursuant to Section 4.11 of the Master Trust Agreement, the Series 2023A Certificates shall be initially issued in the form of a separate single certificated fully registered Series 2023A Certificate for each of the maturities of the Series 2023A Certificates. Except as described in this Section 205, upon initial issuance, the ownership of each such Series 2023A Certificate shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). As long as the Series 2023A Certificates shall be registered in the name of Cede & Co., all payments of principal and interest on the Series 2023A Certificates shall be made by the Trustee by check or draft or by wire transfer to Cede & Co., as Holder of the Series 2023A Certificates.

With respect to Series 2023A Certificates registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, the Board, the Corporation and the Trustee shall have no responsibility or obligation to any participant in the DTC book-entry program or to any indirect participant (collectively, a "Participant"). Without limiting the immediately preceding sentence, the Board, the Corporation and the Trustee shall have no responsibility or obligation with respect to (A) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Series 2023A Certificates, (B) the delivery to any Participant or any other Person other than a Certificate Owner, as shown in the registration books kept by the Trustee, of any notice with respect to the Series 2023A Certificates, including any notice of prepayment, or (C) the payment to any Participant or any other Person, other than a Certificate Owner, as shown in the registration books kept by the Trustee, of any amount with respect to principal

of, premium, if any, or interest on the Series 2023A Certificates. The Board, the Corporation and the Trustee shall treat and consider the Person in whose name each Series 2023A Certificate is registered in the registration books kept by the Trustee as the Holder and absolute owner of such Series 2023A Certificate for the purpose of payment of principal of, premium, if any, and interest with respect to such Series 2023A Certificate, for providing notices with respect to such Series 2023A Certificate, for the purpose of registering transfers with respect to such Series 2023A Certificate, for the purpose of providing notices of prepayment, and for all other purposes whatsoever. The Trustee shall pay all principal of, premium, if any, and interest on the Series 2023A Certificates only to or upon the order of the respective holders, as shown in the registration books kept by the Trustee, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the Board's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2023A Certificates to the extent of the sum or sums so paid. No Person other than a holder, as shown in the registration books kept by the Trustee, shall receive a certificated Series 2023A Certificate evidencing the obligation of the Board to make payments of principal of, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the Board of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in the Trust Agreement with respect to transfers during certain time periods, the words "Cede & Co." herein shall refer to such new nominee of DTC; and upon receipt of such notice, the Board shall promptly deliver a copy of the same to the Trustee.

Upon (A) receipt by the Board of written notice from DTC (i) to the effect that a continuation of the requirement that all of the outstanding Series 2023A Certificates be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Series 2023A Certificates or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, or (B) determination by the Board, in its sole discretion upon compliance with applicable DTC policies and procedures, that such book-entry only system is burdensome to the Board, the Series 2023A Certificates shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names holders shall designate, in accordance with the provisions hereof. In such event, the Board shall issue and the Trustee shall authenticate, transfer and exchange Series 2023A Certificates of like principal amount and maturity, in denominations of $5,000 or any integral multiple thereof to the holders thereof in accordance with the provisions of the Trust Agreement. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the Blanket Issuer Letter of Representations previously executed by the Board and delivered to DTC shall apply to the payment of principal of and interest on the Series 2023A Certificates.

ARTICLE III
APPLICATION OF SERIES 2023A CERTIFICATE PROCEEDS

SECTION 301. APPLICATION OF SERIES 2023A CERTIFICATE PROCEEDS. The proceeds of the Series 2023A Certificates (net of the underwriting discount of $**[**UW DISCOUNT**]**) shall be applied by the Trustee as follows:

(1) Deposit to the credit of the Series 2023A Subaccount of the Costs of Issuance Account an amount equal to the Costs of Issuance of the Series 2023A Certificates ($**[**COI ACCOUNT DEPOSIT**]**) ($**[**INSURANCE PREMIUM**]** of which shall be wired directly to **[**INSURER**]** by the Underwriters in order to pay the Municipal Bond Insurance Policy premium);

(2) Deposit to the credit of the Series 2023A Subaccount of the Project Account the balance of the proceeds from the sale of the Series 2023A Certificates ($**[**PROJECT ACCOUNT DEPOSIT**]**).

All moneys on deposit in the Subaccounts described in this Section 301 shall be disbursed by the Trustee in the manner and for the purposes described in the Trust Agreement.

ARTICLE IV
ESTABLISHMENT OF SERIES 2023A PLEDGED ACCOUNTS

SECTION 401. ESTABLISHMENT OF SERIES 2023A PLEDGED ACCOUNTS. In accordance with Section 6.02(b) of the Master Trust Agreement, there is hereby established with the Trustee, solely for the benefit of the Owners of the Series 2023A Certificates, the following accounts and subaccounts:

(a) The "School Board of Manatee County, Florida Master Lease Series 2023A Subaccount of the Project Account."

(b) The "School Board of Manatee County, Florida Master Lease Series 2023A Subaccount of the Costs of Issuance Account."

(c) The "School Board of Manatee County, Florida Master Lease Series 2023A Subaccount of the Interest Account."

(d) The "School Board of Manatee County, Florida Master Lease Series 2023A Subaccount of the Principal Account."

(e) The "School Board of Manatee County, Florida Master Lease Series 2023A Account of the Prepayment Fund."

The moneys on deposit in the Accounts and Subaccounts described in this Section shall be disbursed by the Trustee in the manner and for the purposes described in the Trust Agreement. The moneys in the Series 2023A Pledged Accounts shall be invested solely in Permitted Investments.

SECTION 402. SECURITY FOR SERIES 2023A CERTIFICATES. The Series 2023A Certificates shall be secured in the manner provided in the Trust Agreement and shall receive all the benefits of the Trust Estate created thereunder; provided, such portion of the Trust Estate which is derived from the sale, re-letting or other disposition of the Series 2023A Project and, subject only to the provisions of the Trust Agreement permitting the application thereof for the other purposes set forth therein, any cash, securities and investments in the Series 2023A Pledged Accounts shall be utilized solely for the benefit of the Owners of the Series 2023A Certificates. The Owners of the Series 2023A Certificates shall have no claim against, nor receive any benefits from, any portion of the Trust Estate derived from the sale, re-letting or other disposition of Projects, other than the Series 2023A Project, or any cash, securities and investments in the Pledged Accounts, other than the Series 2023A Pledged Accounts in the manner and to the extent provided in the Trust Agreement.

SECTION 403. CREDIT ENHANCEMENT. The Insured Series 2023A Certificates shall be further secured by the Municipal Bond Insurance Policy issued by **[**INSURER**]**, which shall be the Credit Enhancer and Insurer for the Insured Series 2023A

Certificates. **[**INSURER**]** shall have all the rights provided for such Credit Enhancer under the terms of the Trust Agreement and under the terms hereof and the Related Documents.

ARTICLE V
PREPAYMENT OF SERIES 2023A CERTIFICATES

SECTION 501. PREPAYMENT OF SERIES 2023A CERTIFICATES. (a) The Series 2023A Certificates are subject to prepayment only as provided in this Section. The Series 2023A Certificates are not subject to extraordinary prepayment prior to maturity pursuant to Section 6.03(g) of the Master Trust Agreement or Section 5.08(c) of the Lease Agreement.

(b) The Series 2023A Certificates maturing on or before July 1, 20__ are not subject to prepayment at the option of the Board. The Series 2023A Certificates maturing on and after July 1, 20___ may be prepaid, from prepayments of Basic Rent made by the Board pursuant to the Lease Agreement, in whole or in part on July 1, 20___ or any date thereafter, and if in part, in such order of maturities as may be designated by the Board or if not so designated, in the inverse order of maturities, and by lot within a maturity in such manner as may be designated by the Trustee, at a Prepayment Price equal to the principal portion of Series 2023A Certificates to be prepaid, plus accrued interest to the prepayment date.

(c) The Series 2023A Certificates maturing on July 1, 20___ are subject to mandatory prepayment prior to maturity in part, from payments of the principal portion of Basic Rent Payments on each July 1 in the years and in the amounts set forth below at a Prepayment Price of par plus the interest accrued to the prepayment date.

July 1 of the Year	Principal Amount

_____
*Final maturity.

(d) Notwithstanding the provisions of Section 5.04(a) of the Master Trust Agreement, notice of any prepayment of Series 2023A Certificates shall either (i) explicitly state that the proposed prepayment is conditioned on there being on deposit in the applicable fund or account on the prepayment date sufficient funds to pay the full prepayment price of the Series 2023A Certificates to be prepaid, or (ii) be sent only if sufficient funds or Refunding Securities to pay the full Prepayment Price of the Series 2023A Certificates to be prepaid is on deposit in the applicable fund or account. In the event the conditions stated in the notice of prepayment are not satisfied on the proposed prepayment date, such prepayment shall not occur and such notice of prepayment shall be of no further force or effect. Except as provided herein, the Series 2023A Certificates shall

be called for prepayment upon the notice and in the manner provided in Article V of the Master Trust Agreement.

ARTICLE VI
PROVISIONS RELATING TO SERIES 2023A CERTIFICATES

SECTION 601. PROVISIONS REGARDING MUNICIPAL BOND INSURANCE POLICY; ADDITIONAL OBLIGATIONS OF THE BOARD. The following provisions relating to the Insured Series 2023A Certificates shall apply so long as the **[**INSURER**]**'s Municipal Bond Insurance Policy is in full force and effect:

[TO COME**]**

ARTICLE VII
MISCELLANEOUS

SECTION 701. PROVISIONS OF MASTER TRUST AGREEMENT NOT OTHERWISE MODIFIED. Except as expressly modified or amended hereby, the Master Trust Agreement shall remain in full force and effect. To the extent of any conflict between the terms of the Master Trust Agreement and this Series 2023A Supplemental Trust Agreement, the terms hereof shall control.

SECTION 702. THIRD PARTY BENEFICIARIES. Nothing in this Series 2023A Supplemental Trust Agreement, express or implied, is to or shall be construed to confer upon or to give to any person or party other than the Corporation, and its assignee, the Trustee, the Credit Enhancer and the Board any rights, remedies or claims under or by reason of this Series 2023A Supplemental Trust Agreement or any covenants, condition or stipulation hereof; and all covenants, stipulations, promises and agreements in this Series 2023A Supplemental Trust Agreement contained by or on behalf of the Corporation or the Board shall be for the sole and exclusive benefit of the Corporation, and its assignee, the Trustee, the Credit Enhancer and the Board. **[**INSURER**]** shall be deemed a third party beneficiary of this Series 2023A Supplemental Trust Agreement.

SECTION 703. CONFIRMATION OF SECURITY TRANSACTIONS. The Board and Corporation acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Board or Corporation the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Board and Corporation specifically waive receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Board and Corporation periodic cash transaction statements that include detail for all investment transactions made by the Trustee under the Trust Agreement.

SECTION 704. PATRIOT ACT OF REQUIREMENTS OF TRUSTEE. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identified each person who opens an account. For a non-individual person such as business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

SECTION 705. COUNTERPARTS. This Series 2023A Supplemental Trust Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 706. HEADINGS. Any heading preceding the text of the several Articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Series 2023A Supplemental Trust Agreement, nor shall they affect its meaning, construction or effect.

SECTION 707. LAWS. This Series 2023A Supplemental Trust Agreement shall be construed and governed in accordance with the laws of the State.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Series 2023A Supplemental Trust Agreement by their officers thereunto duly authorized as of the date and year first written above.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor Trustee

By: _____
Assistant Vice President

MANATEE SCHOOL BOARD LEASING CORPORATION, as Lessor

(SEAL)

By: _____
President

ATTEST:

_____
Secretary

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, as Lessee

(SEAL)

By: _____
Chairman

ATTEST:

_____
Superintendent/Secretary

SCHEDULE 1

LETTER OF INSTRUCTIONS

The School Board of Manatee County, Florida
Bradenton, Florida

U.S. Bank Trust Company, National Association
Jacksonville, Florida

Manatee School Board Leasing Corporation
Bradenton, Florida

Re: $[PAR AMOUNT] Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2023A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida

Ladies and Gentlemen:

This letter of instructions is intended to set forth certain duties and requirements regarding the payment of rebatable arbitrage to the United States Treasury in compliance with Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code") to the extent necessary to preserve the tax-exempt treatment of interest on the above-referenced Certificates of Participation (the "Series 2023A Certificates"). The instructions contained in this letter are based upon said Section 148(f) of the Code and, by analogy, to the Regulations. However, it is not intended to be exhaustive.

The Series 2023A Certificates have been issued pursuant to a Master Trust Agreement, dated as of June 1, 1996, as amended and supplemented, including, in particular as amended and supplemented by the Series 2023A Supplemental Trust Agreement, dated as of [MONTH] 1, 2023 (collectively, the "Trust Agreement"), among U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), the Manatee School Board Leasing Corporation, a Florida not-for-profit corporation, as lessor (the "Corporation"), and The School Board of Manatee County, Florida, a school board of the State of Florida, as lessee (the "Board"). The Series 2023A Certificates represent undivided proportionate interests of Owners of the Series 2023A Certificates in the Basic Rent Payments to be made under a Master Lease-Purchase Agreement, dated as of June 1,

1996, as amended and supplemented, in particular as amended and supplemented by Lease Schedule No. 2023A, dated as of **[**MONTH**]** 1, 2023 (collectively, the "Lease Agreement"), between the Corporation and the Board. Pursuant to an Assignment of Lease Agreement, dated as of June 1, 1996, as amended and supplemented by the Thirteenth Amendment to Assignment of Lease Agreement, dated as of **[**MONTH**]** 1, 2023, between the Corporation and the Trustee, the Corporation has assigned all of its rights, title and interest in and to the Lease Agreement (other than certain rights and obligations specifically excepted therein), including, without limitation, the right to receive the Basic Rent Payments, when due, to the Trustee for the benefit of the Owners of the Series 2023A Certificates.

Since the requirements of said Section 148(f) are subject to amplification and clarification, it may be necessary to supplement or modify the instructions contained in this letter from time to time to reflect any additional or different requirements of said Section and the Regulations or to specify that actions set forth in this letter are no longer required or that some further or different action is required to maintain or assure the exemption from federal income tax of the interest on the Series 2023A Certificates.

For purposes of this letter, any instructions relating to a fund, account or subaccount established under the Trust Agreement shall be deemed to apply only to that portion of such fund, account or subaccount allocable to the Series 2023A Certificates.

1. Tax Covenants. Pursuant to the Trust Agreement, the Corporation and the Board have made certain covenants designed to assure that the Interest Component of the Basic Rent Payments is and shall remain excludable from gross income for purposes of federal income taxation. In order to preserve this exemption neither the Corporation nor the Board should, directly or indirectly, use or permit the use of any proceeds of the Series 2023A Certificates or the Lease Payments or any other funds or take or omit to take any action that would cause the Series 2023A Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code or that would cause the Interest Component of the Basic Rent Payments to be subject to be included in gross income for federal income tax purposes under the provisions of the Code. The Board must comply with all other requirements as shall be determined by Special Counsel to be necessary or appropriate to assure that the Interest Component of the Basic Rent Payments will be excludable from gross income for purposes of federal income taxation. To that end, the Corporation and the Board shall comply with all requirements of Section 148 of the Code to the extent applicable to the Series 2023A Certificates.

2. Definitions. Capitalized terms used in this letter, but not otherwise defined herein, shall have the same meanings set forth in Exhibit A to the Trust Agreement and in the Board's Certificate as to Arbitrage and Certain Other Tax Matters relating to the Series 2023A Certificates.

"Certificate Year" means any one-year period (or shorter period from the Issue Date) ending on the close of business on the day preceding the anniversary of the Issue

Date; provided, however, that the Board may select any other day as the end of a Certificate Year if such selection is made prior to the earlier of the final maturity date of the Series 2023A Certificates or the fifth anniversary of the Issue Date.

"Code" means the Internal Revenue Code of 1986, as amended.

"Computation Date" means each date selected by the Board as a computation date pursuant to Section 1.148-3(e) of the Regulations and the Final Computation Date.

"Fair Market Value" means, when applied to a Nonpurpose Investment, the Fair Market Value of such Investment as determined in accordance with Section 4 hereof.

"Final Computation Date" means the date the Series 2023A Certificates are discharged.

"Gross Proceeds" means, with respect to the Series 2023A Certificates:

(1) Amounts constituting Sale Proceeds of the Series 2023A Certificates (or the New Money Issue or the Refunding Issue).

(2) Amounts constituting Investment Proceeds of the Series 2023A Certificates (or the New Money Issue or the Refunding Issue).

(3) Amounts constituting Transferred Proceeds of the Series 2023A Certificates (or the New Money Issue or the Refunding Issue).

(4) Other amounts constituting Replacement Proceeds of the Series 2023A Certificates (or the New Money Issue or the Refunding Issue).

(5) Amounts that constitute Pledged Moneys (as defined below) and that are derived directly or indirectly from the Board (or a governmental unit of which the Board is a part) or any other person who substantially benefits from the issuance of the Series 2023A Certificates.

"Investment Proceeds" means any amounts actually or constructively received from investing proceeds of the Series 2023A Certificates.

"Investment Property" shall have the meaning as ascribed to such term in Section 148(b)(2) of the Code, which includes any security, obligation or other property held principally as a passive vehicle for the production of income, within the meaning of Section 1.148-1(e) of the Regulations.

"Issue Date" means **[**CLOSING DATE**]**, 2023.

"Net Proceeds" means Sale Proceeds, less the portion of such Proceeds invested in a reasonably required reserve or replacement fund under the Code.

"Nonpurpose Investment" means any Investment Property in which Gross Proceeds are invested which is not an investment that is acquired to carry out the governmental purpose of the Series 2023A Certificates, e.g., obligations acquired with Gross Proceeds that are invested temporarily until needed for the governmental purpose of the Series 2023A Certificates, that are used to discharge a prior issue, or that are invested in a reasonably required reserve or replacement fund, as referenced in Section 1.148(b) of the Regulations.

"Nonpurpose Payments" shall include the payments with respect to Nonpurpose Investments specified in Section 1.148-3(d)(1)(i)-(v) of the Regulations.

"Nonpurpose Receipts" shall include the receipts with respect to Nonpurpose Investments specified in Section 1.148-3(d)(2)(i)-(iii) of the Regulations.

"Pledged Moneys" means moneys that are reasonably expected to be used directly or indirectly to pay debt service on the Series 2023A Certificates (or to reimburse a municipal bond insurer) or as to which there is a reasonable assurance that such moneys or the earnings thereon will be available directly or indirectly to pay debt service on the Series 2023A Certificates (or to reimburse a municipal bond insurer) if the Board encounters financial difficulties.

"Pre-Issuance Accrued Interest" means amounts representing interest that has accrued on an obligation for a period of not greater than one year before its issue date but only if those amounts are paid within one year after the Issue Date.

"Proceeds" means any Sale Proceeds, Investment Proceeds and Transferred Proceeds of the Certificates.

"Qualified Administrative Costs" means reasonable, direct administrative costs, other than carrying costs, such as separately stated brokerage and selling commissions that are comparable to those charged nongovernmental entities in transactions not involving tax-exempt bond proceeds, but not legal and accounting fees, recordkeeping, custody or similar costs. In addition, with respect to a guaranteed investment contract or investments purchased for a yield restricted defeasance escrow, such costs will be considered reasonable if (1) the amount of the fee the Board treats as a Qualified Administrative Cost does not exceed the lesser of (a) $46,000 (for calendar year 2023), and (b) 0.2% of the "computational base," or, if more, $5,000; and (2) the Board does not treat as Qualified Administrative Costs more than $130,000 (for calendar year 2023) in brokers' commissions or similar fees with respect to all guaranteed investment contracts and investments for yield restricted defeasance escrows purchased with Gross Proceeds of the issue. For purposes of this definition only, "computational base" shall mean with respect to guaranteed investment contracts, the amount of Gross Proceeds the Board reasonably expects, as of the date the contract is acquired, to be deposited in the guaranteed investment contract over the term of the contract and for investments other than guaranteed investment contract,

"computational base" shall mean the amount of Gross proceeds initially invested in such investments. The above- described safe harbor dollar amounts shall be increased each calendar year for cost-of-living adjustments pursuant to Section 1.148-5(e) of the Regulations.

"Rebatable Arbitrage" means, as of any Computation Date, the excess of the future value of all Nonpurpose Receipts over the future value of all Nonpurpose Payments.

"Rebate Fund" means the Rebate Fund established pursuant to the Trust Agreement and described in Section 3 hereof.

"Regulations" means Treasury Regulations Sections 1.148-0 through 1.148-11, 1.149(b)-1 and (d)-1, and 1.150-0 through 1.150-2, as amended, and any regulations amendatory, supplementary or additional thereto.

"Replacement Proceeds" means amounts that have a sufficiently direct nexus to the Series 2023A Certificates or to the governmental purpose of the Series 2023A Certificates to conclude that the amounts would have been used for that governmental purpose if the Proceeds of the Series 2023A Certificates were not used or to be used for that governmental purpose. For this purpose, governmental purposes include the expected use of amounts for the payment of debt service on a particular date. The mere availability or preliminary earmarking of amounts for a governmental purpose, however, does not in itself establish a sufficient nexus to cause those amounts to be Replacement Proceeds. Replacement Proceeds include, but are not limited to, amounts held in a sinking fund or a pledged fund. For these purposes, an amount is pledged to pay principal of or interest on the Series 2023A Certificates if there is reasonable assurance that the amount will be available for such purposes in the event that the issuer encounters financial difficulties.

"Sale Proceeds" means any amounts actually or constructively received by the Board from the sale of the Series 2023A Certificates, including amounts used to pay underwriters' discount or compensation and interest other than Pre-Issuance Accrued Interest. Sale Proceeds shall also include, but are not limited to, amounts derived from the sale of a right that is associated with a Series 2023A Certificate and that is described in Section 1.148-4(b)(4) of the Regulations.

"Special Counsel" means Nabors, Giblin & Nickerson, P.A., Tampa, Florida or such other firm of nationally recognized bond counsel as may be selected by the Board.

"Tax-Exempt Investment" means (i) an obligation the interest on which is excluded from gross income pursuant to Section 103 of the Code, (ii) United States Treasury-State and Local Government Series, Demand Deposit Securities, and (iii) stock in a tax-exempt mutual fund as described in Section 1.150-1(b) of the Regulations. Tax-Exempt Investment shall not include a specified private activity bond as defined in Section 57(a)(5)(C) of the Code. For purposes of these Rebate Instructions, a tax-exempt mutual

fund includes any regulated investment company within the meaning of Section 851(a) of the Code meeting the requirements of Section 852(a) of the Code for the applicable taxable year; having only one class of stock authorized and outstanding; investing all of its assets in tax-exempt obligations to the extent practicable; and having at least 98 percent of (1) its gross income derived from interest on, or gain from the sale of or other disposition of, tax-exempt obligations or (2) the weighted average value of its assets represented by investments in tax-exempt obligations.

"Transferred Proceeds" shall have the meaning provided therefor in Section 1.148-9 of the Regulations.

"Universal Cap" means the value of all then outstanding Series 2023A Certificates.

"Value" (of a Series 2023A Certificate) means with respect to a Series 2023A Certificate issued with not more than two percent original issue discount or original issue premium, the outstanding principal amount, plus accrued unpaid interest; for any other Series 2023A Certificate, its present value.

"Value" (of an Investment) shall have the following meaning in the following circumstances:

(1) General Rules. Subject to the special rules in the following paragraph, an issuer may determine the value of an investment on a date using one of the following valuation methods consistently applied for all purposes relating to arbitrage and rebate with respect to that investment on that date:

(a) an investment with not more than two percent original issue discount or original issue premium may be valued at its outstanding stated principal amount, plus accrued unpaid interest on such date;

(b) a fixed rate investment may be valued at its present value on such date; and

(c) an investment may be valued at its Fair Market Value on such date.

(2) Special Rules. Yield restricted investments are to be valued at present value provided that (except for purposes of allocating Transferred Proceeds to an issue, for purposes of the Universal Cap and for investments in a commingled fund other than a bona fide debt service fund unless it is a certain commingled fund):

(a) an investment must be valued at its Fair Market Value when it is first allocated to an issue, when it is disposed of and when it is deemed acquired or deemed disposed of, and provided further that;

(b) in the case of Transferred Proceeds, the Value of a Nonpurpose Investment that is allocated to Transferred Proceeds of a refunding issue on a transfer date may not exceed the Value of that investment on the transfer date used for purposes of applying the arbitrage restrictions to the refunded issue.

"Yield" means, generally, the discount rate which, when used in computing the present value of all the unconditionally payable payments of principal and interest on an obligation and all the payments for qualified guarantees paid and to be paid with respect to such obligation, produces an amount equal to the present value of the issue price of such obligation. Present value is computed as of the date of issue of the obligation. There are, however, many additional specific rules contained in the Regulations which apply to the calculation and recalculation of yield for particular obligations and such rules should be consulted prior to calculating the yield for the Series 2023A Certificates on any Computation Date. Yield shall be calculated on a 360-day year basis with interest compounded semi-annually. For this purpose, the purchase price of a Nonpurpose Investment or Tax-Exempt Investment is its Fair Market Value, as determined pursuant to Section 4 of this letter, as of the date that it becomes allocated to Gross Proceeds of the Series 2023A Certificates.

3. Payment of Rebatable Arbitrage. (a) In order to maintain the exemption from federal income tax of the Interest Component of the Basic Rent Payments, the Trustee, upon the written direction of the Board in accordance with Section 6.12 of the Trust Agreement, shall pay the Rebatable Arbitrage to the United States Government at the times and in the amounts determined herein from amounts on deposit in the Rebate Fund. For purposes of determining the Rebatable Arbitrage, the Board should cause the calculations to be made by competent tax counsel or other financial or accounting advisors or persons to ensure correct application of the rules contained in the Code and the Regulations relating to arbitrage rebate and, if the Board fails to retain such advisors for such purpose, the Trustee should retain such advisors for such purpose, but only at the expense of the Board.

(b) Within 30 days after any Computation Date, the Board must calculate or cause to be calculated the Rebatable Arbitrage or any penalty due pursuant to Section 3(d) below. The Board agrees to pay the Trustee the amount of the Rebatable Arbitrage for deposit to the Rebate Fund before the same must be remitted by the Trustee. Upon receipt of such Rebatable Arbitrage from the Board, but in no event later than 60 days following the Computation Date, the Trustee must remit (but only from amounts received from the Board) an amount which when added to the future value of previous rebate payments is not less than 90 percent (100 percent with respect to the Computation Date on the final repayment or retirement of the Series 2023A Certificates plus the income, if any, from the investment of the Rebatable Arbitrage due to the United States Government after the final Computation Date) of the Rebatable Arbitrage.

Each payment must be accompanied by Internal Revenue Service Form 8038-T.

(c) The obligation to pay Rebatable Arbitrage to the United States, as described in this letter, shall be treated as satisfied with respect to the Series 2023A Certificates if (i) Gross Proceeds are expended for the governmental purpose of the Series 2023A Certificates by no later than the date which is six months after the Issue Date and if it is not anticipated that any other Gross Proceeds will arise during the remainder of the term of the Series 2023A Certificates and (ii) the requirement to pay Rebatable Arbitrage, if any, to the United States with respect to the portion of the Reserve Account allocable to the Series 2023A Certificates, if any, is met. For purposes described above, Gross Proceeds do not include (i) amounts deposited in a bona fide debt service fund, so long as the funds therein constitute bona fide debt service funds, or a reasonably required reserve or replacement fund (as defined in Section 1.148-1 of the Regulations and meeting the requirements of Section 1.148-2(f) of the Regulations), (ii) amounts that, as of the Issue Date, are not reasonably expected to be Gross Proceeds but that become Gross Proceeds after the date which is six months after the Issue Date, (iii) amounts representing Sale or Investment Proceeds derived from any Purpose Investment (as defined in Section 1.148-1 of the Regulations) and earnings on those payments, and (iv) amounts representing any repayments of grants (as defined in Section 1.148-6(d)(4) of the Regulations). If Gross Proceeds are in fact expended by such date, then, except as to amounts, if any, on deposit in the Reserve Account, Rebatable Arbitrage with respect to such Gross Proceeds need not be calculated and no payment thereof to the United States Department of Treasury need be made. Use of Gross Proceeds to redeem Series 2023A Certificates shall not be treated as an expenditure of such Gross Proceeds.

Notwithstanding the foregoing, if Gross Proceeds which were reasonably expected to be Gross Proceeds on the Issue Date actually become available after the date which is six months after the Issue Date, as determined by the Board, then the requirements described herein relating to the calculation of Rebatable Arbitrage and the payment thereof to the United States must be satisfied, except that no such calculation or payment need be made with respect to the initial six-month period. Any other amounts not described in this Section which constitute Gross Proceeds, other than a bona fide debt service fund, will be subject to rebate.

(d) As an alternative to Section 3(c) above, the obligation of the Board to pay Rebatable Arbitrage to the United States, as described herein, shall be treated as satisfied with respect to the New Money Issue if the Gross Proceeds are expended for the governmental purposes of the issue within the periods set forth below:

(i) at least 15% of such Gross Proceeds of the New Money Issue are spent within the six-month period beginning on the Issue Date;

(ii) at least 60% of such Gross Proceeds of the New Money Issue are spent within the 1-year period beginning on the Issue Date; and

(iii) at least 100% of such Gross Proceeds of the New Money Issue are spent within the 18-month period beginning on the Issue Date.

As set forth in Section 1.148-7(d)(2) of the Regulations, for purposes of the expenditure requirements set forth in this paragraph (d), 100% of the Gross Proceeds of the New Money Issue shall be treated as expended for the governmental purposes of the issue within the 18-month period beginning on the Issue Date if such requirement is met within the 30-month period beginning on the Issue Date and such requirement would have been met within such 18-month period but for a reasonable retainage (not exceeding 5% of the Net Proceeds of the New Money Issue). If Gross Proceeds are in fact expended by such dates, then Rebatable Arbitrage need not be calculated and no payment thereof to the United States Department of Treasury need be made. Any failure to satisfy the final spending requirement shall be disregarded if the Board exercises due diligence to complete the project financed by the New Money Issue and the amount of the failure does not exceed the lesser of (i) 3% of the issue price of the New Money Issue or (ii) $250,000. Use of Gross Proceeds to redeem the New Money Issue shall not be treated as an expenditure of such Gross Proceeds. For purposes of this paragraph (d), "Gross Proceeds" shall be modified as described in paragraph (c) above.

(e) As an alternative to subsection (d) above, the obligation to pay Rebatable Arbitrage to the United States, as described in this letter, is treated as satisfied with respect to the New Money Issue if the "Available Construction Proceeds" (as defined in Section 148(f)(4)(C)(vi) of the Code) are expended for the governmental purposes of the issue within the periods set forth below:

(i) at least 10% of such Available Construction Proceeds are spent within the six-month period beginning on the Issue Date;

(ii) at least 45% of such Available Construction Proceeds are spent within the 1-year period beginning on the Issue Date;

(iii) at least 75% of such Available Construction Proceeds are spent within the eighteen-month period beginning on the Issue Date; and

(iv) at least 100% of such Available Construction Proceeds are spent within the 2-year period beginning on the Issue Date.

For purposes of this Section 3(e), the term Available Construction Proceeds means the Net Proceeds of the New Money Issue, increased by earnings on the Net Proceeds, earnings on amounts in the Reserve Account to the extent that such amounts were not funded from proceeds of the New Money Issue, and earnings on all of the foregoing earnings, and reduced by the amount, if any, of the Net Proceeds deposited to the Reserve Account and amounts used to pay issuance costs (including bond insurance premium).

As set forth in Section 148(f)(4)(C)(iii) of the Code, for purposes of the expenditure requirements set forth in this paragraph (e), 100% of the Available Construction Proceeds of the Series 2023A Certificates is treated as expended for the governmental purposes of the issue within the 2-year period beginning on the Issue Date if such requirement is met within the 3-year period beginning on the Issue Date and such requirement would have been met within such 2-year period but for a reasonable retainage (not exceeding 5% of the Available Construction Proceeds of the New Money Issue). Any failure to satisfy the final spending requirement shall be disregarded if the Board exercises due diligence to complete the project financed by the New Money Issue and the amount of the failure does not exceed the lesser of (i) 3% of the issue price of the New Money Issue or (ii) $250,000.

For purposes of Section 148(f)(4)(C)(vii) of the Code, in the event the Board fails to meet the expenditure requirements referred to above, the Board does not elect to pay, in lieu of the Rebatable Arbitrage otherwise required to be paid with respect to such Gross Proceeds, a penalty with respect to the close of each 6-month period after the Issue Date equal to 1.5% of the amount of the Available Construction Proceeds of the New Money Issue which, as of the close of such period, are not spent as required by the expenditure provisions set forth above. The penalty referred to above shall cease to apply only after the New Money Issue (including any refunding obligations issued with respect thereto) are no longer outstanding. The Board makes no election with respect to the above-described penalty.

In order to qualify for the exemption from the obligation to pay Rebatable Arbitrage to the United States pursuant to this paragraph (e), at least 75% of the Available Construction Proceeds of the New Money Issue must be used for construction expenditures with respect to property which is owned by a governmental unit or an organization described in Section 501(c)(3) of the Code (subject in all respects to the provisions of Section 142(b)(1)(B) of the Code). The term "construction" includes reconstruction and rehabilitation of existing property. If only a portion of an issue is to be used for construction expenditures, such portion and such other portion of such issue may, at the election of the Board, be treated as a separate issue for purposes of this subsection (e) (although the remaining portion may not be entitled to the benefits of paragraph 3(d) hereof.

(f) The Board and the Trustee should keep or cause to be kept proper books of records and accounts containing complete and correct entries of all transactions relating to the receipt, investment, disbursement, allocation and application of the moneys related to the Series 2023A Certificates, including moneys derived from, pledged to, or to be used to make payments on the Series 2023A Certificates. Such records shall, at a minimum, be sufficient to enable the Board to calculate the Rebatable Arbitrage and, if necessary, shall specify the account or fund to which each investment (or portion thereof) is to be allocated and shall set forth, in the case of each investment security, (i) its purchase price, (ii) identifying information, including par amount, coupon rate, and payment dates, (iii) the

amount received at maturity or its sale price, as the case may be, including accrued interest, (iv) the amounts and dates of any payments made with respect thereto, and (v) the dates of acquisition and disposition or maturity.

4. Market Price Rules. Except as provided below, the Board agrees to comply with the requirements relating to the "Fair Market Value" of acquired Nonpurpose Investments, as defined in Section 1.148-5(d) of the Regulations ("Fair Market Value"). All investments required to be made pursuant to this letter shall be made to the extent permitted by law. In this regard, the Board agrees, among other things, that it will not acquire or cause to be acquired a Nonpurpose Investment (or any other investment acquired with Gross Proceeds or on deposit in the Rebate Fund), for a price in excess of its Fair Market Value or sell any such investment at a price (determined without any reduction for transaction costs) less than its Fair Market Value, except as provided below. For this purpose, the following rules shall apply:

(a) Established securities markets. Except as otherwise provided below, any market especially established to provide a security or obligation to an issuer of municipal obligations shall not be treated as an established market and shall be rebuttably presumed to be acquired or disposed of for a price that is not its Fair Market Value.

(b) Arm's-length price. Any transaction in which a Nonpurpose Investment is directly purchased with Gross Proceeds, or in which a Nonpurpose Investment allocable to Gross Proceeds is disposed of, shall be undertaken in a bona fide arm's-length manner, and no amount shall be paid to reduce the yield on the Nonpurpose Investment.

(c) Safe harbor for establishing Fair Market Value for guaranteed investment contracts and Nonpurpose Investments purchased for a yield restricted defeasance escrow. In the case of a guaranteed investment contract or Nonpurpose Investments purchased for a yield restricted defeasance escrow, the purchase price shall not be considered to be an arm's-length price unless all the following conditions are met:

(i) The Board makes a bona fide solicitation ("Bona Fide Solicitation") for the purchase of the investment that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers;

(2) The bid specifications include all terms of the bid that may directly or indirectly affect the yield or the cost of the investment;

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal

agreement that the potential provider has with the Board or any other person (whether or not in connection with the bond issue), and that the bid is not being submitted solely as a courtesy to the Board or any other person for purposes of satisfying these requirements;

(4) The terms of the bid specifications are such that there is a legitimate business purpose for each term other than to increase the purchase price or reduce the yield of the investment (e.g., for solicitations of Nonpurpose Investments for a yield restricted defeasance escrow, the hold firm period must be no longer than the Board reasonably requires);

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Board's reasonably expected deposit and draw down schedule for the amounts to be invested;

(6) All potential providers have an equal opportunity to bid (e.g., no potential provider is given the opportunity to review other bids before providing a bid); and

(7) At least three providers are solicited for bids that have an established industry reputation as a competitive provider of the type of investments being purchased.

(ii) The bids received by the Board must meet all of the following requirements:

(1) The Board receives at least three bids from providers that the Board solicited under a Bona Fide Solicitation and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (c)(ii)(1) above is from a provider that has an established industry reputation as a competitive provider of the type of investments being purchased; and

(3) If the Board uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(iii) The winning bid must meet the following requirements:

(1) *Guaranteed investment contracts*. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) *Other Nonpurpose Investments*. If the investment is not a guaranteed investment contract, the following requirements are met:

(A) The winning bid is the lowest cost bona fide bid (including any broker's fees). The lowest bid is either the lowest cost bid for the portfolio or, if the Board compares the bids on an investment-by-investment basis, the aggregate cost of a portfolio comprised of the lowest cost bid for each investment. Any payment received by the Board from a provider at the time a guaranteed investment contract is purchased (e.g., an escrow float contract) for a yield restricted defeasance escrow under a bidding procedure meeting these requirements is taken into account in determining the lowest cost bid.

(B) The lowest cost bona fide bid (including any broker's fees) is not greater than the cost of the most efficient portfolio comprised exclusively of State and Local Government Series Securities from the United States Department of the Treasury, Bureau of Public Debt. The cost of the most efficient portfolio of State and Local Government Series Securities is to be determined at the time that bids are required to be submitted pursuant to the terms of the bid specifications. If such State and Local Government Series Securities are not available for purchase on the day that bids are required to be submitted because sales of those securities have been suspended, the cost comparison described in this paragraph is not required.

(iv) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay) to Third parties in connection with supplying the investment.

(d) The Board shall retain certificates and records documenting compliance with the above requirements until three years after the last outstanding Series 2023A Certificate is redeemed including, but not limited to, the following:

(i) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of Nonpurpose Investments other than guaranteed investment contracts, the purchase agreement or confirmation;

(ii) The receipt or other record of the amount actually paid by the Board for the investments, including a record of any administrative costs paid by the Board and the certification required in paragraph (c)(iv) above;

(iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results;

(iv) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation; and

(v) For purchase of Nonpurpose Investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted.

Certificates in substantially the forms of subparagraphs (iv) and (v) above must be obtained to evidence the foregoing.

5. Records. The Board and the Trustee should retain all records with respect to the calculations required by this letter for at least six years after the date on which the last of the principal of and interest on the Series 2023A Certificates has been paid, whether upon maturity, redemption, defeasance or acceleration thereof.

6. Modification Upon Receipt of Special Counsel Opinion. Notwithstanding any provision of this letter, if the Board and the Trustee shall receive an opinion of Special Counsel that any specified instructions set forth in this letter are no longer required or that some further or different action is required to maintain or assure the exclusion from federal gross income of the Interest Component of the Basic Rent Payments, the Board and the Trustee may conclusively rely on such opinion in complying with the requirements of this letter and the instructions contained in this letter shall be deemed to be modified to that extent. The provisions of this and the instructions contained in this letter may be amended or modified in any manner which is necessary to comply with such regulations as may be promulgated by the United States Treasury Department from time to time.

7. Accounting for Gross Proceeds. In order to perform the calculations required by the Code and the Regulations, it is necessary to track the investment and expenditure of all Gross Proceeds. To that end, the Board must adopt reasonable and consistently applied methods of accounting for all Gross Proceeds. Appendix I hereto sets forth a description of the required allocation and accounting rules with which the Board agrees to comply.

8. Administrative Costs of Investments. Except as otherwise provided in this Section 8, an allocation of Gross Proceeds to a payment or receipt on a Nonpurpose Investment is not adjusted to take into account any costs or expenses paid, directly or indirectly, to purchase, carry, sell or retire the Nonpurpose Investment (administrative costs). Thus, administrative costs generally do not increase the payments for, or reduce the receipts from, Nonpurpose Investments.

In determining payments and receipts on Nonpurpose Investments, Qualified Administrative Costs are taken into account by increasing payments for, or reducing the receipts from, the Nonpurpose Investments. Qualified Administrative Costs are reasonable, direct administrative costs, other than carrying costs, such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody and similar costs. General overhead costs and similar indirect costs of the Board such as employee salaries and office expenses and costs associated with computing Rebatable Arbitrage are not Qualified Administrative Costs.

Allocation and accounting rules are provided in Appendix I attached hereto.

9. Board Obligations. Except for any Rebatable Arbitrage which accrues prior to the date of termination of the Lease, the Board shall have no further obligations hereunder subsequent to the termination of the Lease Agreement.

[Signature page to follow]

10. Trustee Obligations. Except for matters set forth in Sections 3(a), (b) and (f) hereof and Section 6.12 of the Trust Agreement, the parties hereto agree that the Trustee shall have no further obligations hereunder or under the Trust Agreement relating to the matters set forth in this letter.

Respectfully submitted,

NABORS, GIBLIN & NICKERSON, P.A.

Acknowledged:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____
Chairman

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as successor Trustee

By: _____
Assistant Vice President

MANATEE SCHOOL BOARD LEASING CORPORATION

By: _____
President

APPENDIX I

ALLOCATION AND ACCOUNTING RULES

(a) General Rule. Any issuer may use any reasonable, consistently applied accounting method to account for Gross Proceeds, investments and expenditures of an issue. An accounting method is "consistently applied" if it is applied uniformly within a Fiscal Period (as hereinafter defined) and between Fiscal Periods to account for Gross Proceeds of an issue and any amounts that are in a commingled fund.

(b) Allocation of Gross Proceeds to an Issue. Amounts are allocable to only one issue at a time as Gross Proceeds. Amounts cease to be allocated to an issue as Proceeds only when those amounts (i) are allocated to an expenditure for a governmental purpose; (ii) are allocated to Transferred Proceeds of another issue of obligations; or (iii) cease to be allocated to that issue at retirement of the issue or under the Universal Cap.

(c) Allocation of Gross Proceeds to Investments. Upon the purchase or sale of a Nonpurpose Investment, Gross Proceeds of an issue are not allocated to a payment for that Nonpurpose Investment in an amount greater than, or to a receipt from that Nonpurpose Investment in an amount less than, the Fair Market Value of the Nonpurpose Investment as of the purchase or sale date. The Fair Market Value of a Nonpurpose Investment is adjusted to take into account Qualified Administrative Costs allocable to the investment. Thus, Qualified Administrative Costs increase the payments for, or decrease the receipts from, a Nonpurpose Investment.

(d) Allocation of Gross Proceeds to Expenditures. Reasonable accounting methods for allocating funds from different sources to expenditures for the same governmental purpose include a "specific tracing" method, a "gross-proceeds-spent-first" method, a "first-in-first-out" method or a ratable allocation method, so long as the method used is consistently applied. An allocation of Gross Proceeds of an issue to an expenditure must involve a current outlay of cash for a governmental purpose of the issue. A current outlay of cash means an outlay reasonably expected to occur not later than five banking days after the date as of which the allocation of Gross Proceeds to the expenditure is made.

(e) Commingled Funds. Any fund or account that contains both Gross Proceeds of an issue and amounts in excess of $25,000 that are not Gross Proceeds of that issue if the amounts in the fund or account are invested and accounted for collectively, without regard to the source of the funds deposited therein, constitutes a "commingled fund." All payments and receipts (including deemed payments and receipts) on investments held by a commingled fund must be allocated (but not necessarily distributed) among each different source of funds invested in the commingled fund in accordance with a consistently applied, reasonable ratable allocation method. Reasonable ratable allocation methods include, without limitation, methods that allocate payments and receipts in proportion to either (i) the average daily balances of the amounts in the commingled fund from each different source of funds during any consistent time period within its fiscal year, but at least quarterly

(the "Fiscal Period"); or (ii) the average of the beginning and ending balances of the amounts in the commingled fund from each different source of funds for a Fiscal Period that does not exceed one month.

Funds invested in the commingled fund may be allocated directly to expenditures for governmental purposes pursuant to a reasonable consistently applied accounting method. If a ratable allocation method is used to allocate expenditures from the commingled fund, the same ratable allocation method must be used to allocate payments and receipts on investments in the commingled fund.

Generally a commingled fund must treat all its investments as if sold at Fair Market Value either on the last day of the fiscal year or on the last day of each Fiscal Period. The net gains or losses from these deemed sales of investments must be allocated to each different source of funds invested in the commingled fund during the period since the last allocation. This mark-to-market requirement does not apply if (i) the remaining weighted average maturity of all investments held by a commingled fund during a particular fiscal year does not exceed 18 months, and the investments held by the commingled fund during that fiscal year consist exclusively of obligations; or (ii) the commingled fund operated exclusively as a reserve fund, sinking fund or replacement fund for two or more issues of the same issuer. Subject to the Universal Cap limitation, and the principle that amounts are allocable to only one issue at a time as Gross Proceeds, investments held by a commingled fund must be allocated ratably among the issues served by the commingled fund in proportion to either (i) the relative values of the bonds of those issues; (ii) the relative amounts of the remaining maximum annual debt service requirements on the outstanding principal amounts of those issues; or (iii) the relative original stated principal amounts of the outstanding issues.

(f) Universal Cap. Amounts that would otherwise be Gross Proceeds allocable to an issue are allocated (and remain allocated) to the issue only to the extent that the Value of the Nonpurpose Investments allocable to those Gross Proceeds does not exceed the Value of all outstanding bonds of the issue. Nonpurpose Investments allocated to Gross Proceeds in a bona fide debt service fund for an issue are not taken into account in determining the Value of the Nonpurpose Investments, and those Nonpurpose Investments remain allocated to the issue. To the extent that the Value of the Nonpurpose Investments allocable to the Gross Proceeds of an issue exceed the Value of all outstanding bonds of that issue, an issuer should seek the advice of Bond Counsel for the procedures necessary to comply with the Universal Cap.

(g) Expenditure for Working Capital Purposes. Subject to certain exceptions, the Proceeds of an issue may only be allocated to "working capital expenditures" as of any date to the extent that those expenditures exceed "available amounts" as of that date (i.e., "proceeds-spent-last").

For purposes of this section, "working capital expenditures" include all expenditures other than "capital expenditures." "Capital expenditures" are costs of a type properly chargeable (or chargeable upon proper election) to a capital account under general federal income tax principles. Such costs include, for example, costs incurred to acquire, construct or improve land, buildings and equipment having a reasonably expected useful life in excess of one year. Thus, working capital expenditures include, among other things, expenditures for current operating expenses and debt service.

For purposes of this section, "available amount" means any amount that is available to an issuer for working capital expenditure purposes of the type financed by the issue. Available amount excludes Proceeds of the issue but includes cash, investments and other amounts held in accounts or otherwise by an issuer for working capital expenditures of the type being financed by the issue without legislative or judicial action and without a legislative, judicial or contractual requirement that those amounts be reimbursed. Notwithstanding the preceding sentence, a "reasonable working capital reserve" is treated as unavailable. A working capital reserve is reasonable if it does not exceed five percent of the actual working capital expenditures of an issuer in the fiscal year before the year in which the determination of available amounts is made. For purpose of the preceding sentence only, in determining the working capital expenditures of an issuer for a prior fiscal year, any expenditures (whether capital or working capital expenditures) that are paid out of current revenues may be treated as working capital expenditures.

The proceeds-spent-last requirement does not apply to expenditures to pay (i) any Qualified Administrative Costs; (ii) fees for qualified guarantees of the issue or payments for a qualified hedge for the issue; (iii) interest on the issue for a period commencing on the Issue Date and ending on the date that is the later of three years from the Issue Date or one year after the date on which the financed project is placed in service; (iv) the United States for yield reduction payments (including rebate payments) or penalties for the failure to meet the spend down requirements associated with certain spending exceptions to the rebate requirement; (v) costs, other than those described in (i) through (iv) above, that do not exceed five percent of the Sale Proceeds of an issue and that are directly related to capital expenditures financed by the issue (e.g., initial operating expenses for a new capital project); (vi) principal or interest on an issue paid from unexpected excess sale or Investment Proceeds; (vii) principal or interest on an issue paid from investment earnings on a reserve or replacement fund that are deposited in a bona fide debt service fund; and (viii) principal, interest or redemption premium on a prior issue and, for a crossover refunding issue, interest on that issue. Notwithstanding the preceding paragraph, the exceptions described above do not apply if the allocation merely substitutes Gross Proceeds for other amounts that would have been used to make those expenditures in a manner that gives rise to Replacement Proceeds.

EXHIBIT C

FORM OF GROUND LEASE AGREEMENT

GROUND LEASE AGREEMENT

by and between

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,
as Lessor

and

MANATEE SCHOOL BOARD LEASING CORPORATION,
as Lessee

Dated as of [MONTH] 1, 2023

TABLE OF CONTENTS

		Page
SECTION 1.	LEASED PREMISES	2
SECTION 2.	TERM	4
SECTION 3.	USE OF PREMISES	4
SECTION 4.	RENTAL	5
SECTION 5.	OWNERSHIP OF IMPROVEMENTS AND SURRENDER OF PREMISES	6
SECTION 6.	BOARD'S INTEREST NOT SUBJECT TO CERTAIN LIENS	7
SECTION 7.	INSURANCE	7
SECTION 8.	CONDITION OF PREMISES, UTILITIES, CONCEALED CONDITIONS	7
SECTION 9.	LIMITATION ON LEASEHOLD MORTGAGES, ASSIGNMENT AND SUBLETTING	8
SECTION 10.	UTILITY EASEMENTS	8
SECTION 11.	DUTIES DEEMED PERFORMED	9
SECTION 12.	TAXES AND FEES	9
SECTION 13.	DEFAULT BY THE CORPORATION	10
SECTION 14.	REMEDIES OF BOARD	10
SECTION 15.	NO WAIVERS	11
SECTION 16.	QUIET ENJOYMENT	11
SECTION 17.	TERMS BINDING UPON SUCCESSORS	11
SECTION 18.	CONDEMNATION	11
SECTION 19.	NON-MERGER OF LEASEHOLD	12
SECTION 20.	MEMORANDUM OF GROUND LEASE	12
SECTION 21.	CHANGES TO PROPERTY DESCRIPTION	12
SECTION 22.	OPTION TO RENEW	13
SECTION 23.	ESTOPPEL CERTIFICATES	13
SECTION 24.	NONRECOURSE OBLIGATION OF THE CORPORATION	13
SECTION 25.	NO RECOURSE UNDER AGREEMENT	13
SECTION 26.	RADON GAS	13
SECTION 27.	MISCELLANEOUS	14

EXHIBIT A	PREMISES DESCRIPTION
EXHIBIT B	DESCRIPTION OF SERVIENT PROPERTY
EXHIBIT C	GROUND LEASE SUPPLEMENT

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (hereinafter referred to as this "Ground Lease") is made and entered into as of **[**MONTH**]** 1, 2023, by and between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a school board duly organized and existing under the laws of the State of Florida (the "Board"), as lessor, acting as the governing body of the School District of Manatee County, Florida, and the **MANATEE SCHOOL BOARD LEASING CORPORATION**, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, having an office in Bradenton, Florida (the "Corporation"), as lessee.

Capitalized terms not otherwise defined herein shall have the meanings set forth in Exhibit A to the Master Trust Agreement, dated as of June 1, 1996, as amended and supplemented, particularly as amended and supplemented by the Series 2023A Supplemental Trust Agreement, dated as of **[**MONTH**]** 1, 2023.

WHEREAS, the Board is the owner of certain parcels of real property located in Manatee County, Florida and described in Exhibit A hereto (which, together with any easements or other rights or privileges in adjoining property inuring to the fee simple owner of such land by reason of ownership of such land and together with all parcels of real property hereunder made subject to the Ground Lease, is hereinafter referred to as the "Premises"); and

WHEREAS, the Corporation desires to acquire a leasehold interest in the Premises and construct thereon certain educational facilities (together with the acquisition of certain Equipment, the "Series 2023A Project") and to lease the Series 2023A Project, including a sublease of the Premises, to the Board, all in accordance with the terms and provisions of the Lease Agreement; and

WHEREAS, the Corporation desires to locate each such educational facilities on the real property comprising the Premises; and

WHEREAS, the Board owns that certain real property more particularly described on Exhibit B attached hereto and made a part hereof ("Servient Property") which such Servient Property now has or will hereafter have certain buildings, structures and improvements erected and situated thereon (collectively, the "Servient Buildings"); and

WHEREAS, it is anticipated that the Series 2023A Project may be attached to the Servient Property for pedestrian and vehicular ingress, egress and access to and from and between the Premises and the public roads adjoining the Servient Property (hereinafter referred to as "Access"); and may further be dependent upon the Servient Property for utility and other enjoyment of the Premises which such services include, but are not necessarily limited to, drainage, sewer and water service, electric and telephone service, gas service and parking of vehicles (collectively, the "Services"); and

WHEREAS, the Corporation desires to acquire from the Board, pursuant to this Ground Lease, and the Board is willing to grant to the Corporation, the right to utilize the Servient Property to the extent reasonably necessary for Access and for the Services and the Corporation and the Board desire to provide for the structural attachment of certain of the components of the Series 2023A Project to the Servient Buildings;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained and for other valuable consideration, the parties hereto agree as follows;

SECTION 1. LEASED PREMISES. (a) Pursuant to the terms and provisions hereof, the Board hereby leases, grants, demises and transfers the Premises to the Corporation. The Board hereby agrees to make all parcels of real property on which the Series 2023A Project is sited part of the Premises and subject to this Ground Lease. The Board shall execute, deliver and record one or more supplements to the Ground Lease upon acquisition of each such parcel.

(b) The aforesaid leasing, granting, demising and transfer of the Premises also includes the following rights ("Premises Rights") which such Premises Rights shall be deemed to be a part of the premises:

(i) The right to utilize the Servient Property for Access and for the Services reasonably necessary to the full use and enjoyment of the Premises; provided that the locations on the Servient Property utilized for such purposes shall be reasonably agreed upon by the Corporation and the Board; and provided, further, that the Servient Property Rights shall include, but not necessarily be limited to, the right to utilize for such purposes any portion of the Servient Property (e.g., the Servient Property Rights shall include, but not necessarily be limited to, the right to utilize for appropriate purposes, any drives, parking areas, drainage facilities or sewer, water, gas, electric or telephone lines from time to time located upon the Servient Property, together with the right to "tie-in" or "connect" thereto). If the Lease Agreement terminates prior to the termination of this Ground Lease, the Corporation and the Board shall each have the right to install such meters or submeters as may be reasonably appropriate to the end that the Corporation is charged for consumption of such utilities on the Premises.

(ii) The Servient Buildings and the Series 2023A Project may contain certain elements, features or parts which are structural elements of both the Servient Buildings and the Series 2023A Project (hereinafter referred to as "Common Structural Elements"). Such Common Structural Elements include, but are not necessarily limited to the following:

(A) All utility lines, ducts, conduits, pipes and other utility fixtures and appurtenances which are located on or within either the Premises or the Series 2023A Project on the one hand or the Servient Property or Servient

Buildings on the other hand and which, directly or indirectly, in any way, service the other.

(B) All division walls (hereinafter referred to as "Party Walls") between the Series 2023A Project and the Servient Buildings upon the common line between the Premises and the Servient Property (hereinafter referred to as the "Lot Line") provided that the mere fact that such a division wall is found not to be on the Lot Line shall not preclude that division wall from being the Party Wall.

(C) The roof and all roof support structures and any and all appurtenances to such roof and roof support structures including, without limitation, the roof covering, roof trim and roof drainage fixtures (collectively, the "Roofing") to the extent interrelated between the Series 2023A Project and the Servient Buildings. Should the Roofing of any building constituting a portion of the Project extend beyond the Lot Line, the right therefor is hereby granted and should the Roofing of the Servient Building extend beyond the Lot Line onto the premises, the right therefor is hereby reserved.

(D) The entire concrete floor slab or wood floor system if utilized in lieu thereof and all foundational and support structures and appurtenances thereto to the extent interrelated between the Series 2023A Project and the Servient Buildings (collectively referred to as "Flooring"). Should the Flooring of the Series 2023A Project extend beyond the Lot Line onto the Premises, the right therefor is hereby reserved.

(iii) The Premises Rights further include that right of the Series 2023A Project to encroach upon the Servient Property as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching Series 2023A Project shall remain undisturbed for as long as same exist and, for so long as such encroachment exists, that portion of the Servient Property on which same exists shall be deemed to be a part of the Premises. In addition, the Premises Rights include the right to utilize that portion of the Servient Property as may be reasonably necessary in order to maintain and repair the Series 2023A Project. The Premises Rights further include cross rights of support and use over, upon, across, under, through and into Common Structural Elements in favor of the Corporation (and like rights are hereby reserved unto the Board) for the continued use, benefit and enjoyment and continued support, service, maintenance and repair of all such Common Structural Elements.

(c) Subject to the Permitted Encumbrances, the Board hereby warrants that (i) the Board owns the Premises in fee simple title, has full and insurable title to the fee estate in the Premises and owns unencumbered all such right, title and interest; (ii) all consents

to or approvals of this Ground Lease required by law or any agreements or indentures binding upon the Board have been obtained; (iii) the Board has the right to lease the Premises to the Corporation pursuant to the terms and provisions hereof and to grant to the Board the Premises Rights; and (iv) this Ground Lease complies with all the requirements and restrictions of record applicable to the Premises and the Servient Property. The Board represents and warrants that none of the Permitted Encumbrances has an adverse effect on the use of the Premises or the enjoyment of the leasehold estate therein created under this Ground Lease.

SECTION 2. TERM. The initial term of this Ground Lease (the "Initial Ground Lease Term") shall be for the period commencing on the Commencement Date, and ending on the earlier of (a) the date on which the Series 2023A Certificates and any Completion Certificates and/or Refunding Certificates related to the Series 2023A Project, have been paid or provision for payment of such Certificates has been made pursuant to Section 12.01 of the Trust Agreement and any Supplemental Rent arising under the Lease Agreement shall have been paid or provided for, or (b) July 1, 20__ (both dates inclusive). As used herein, the expression "term hereof," "Ground Lease Term" or any similar expression refers collectively to the Initial Ground Lease Term and to any renewals of the Initial Ground Lease Term exercised by the Corporation or its assignee as provided in Section 22 hereof.

SECTION 3. USE OF PREMISES. (a) It is the express intent of the parties hereto that, for as long as no Event of Default or Event of Non-Appropriation under the Lease Agreement has occurred:

(i) the Premises shall be used by the Corporation as the site for acquisition, construction and installation of the Buildings comprising a portion of the Series 2023A Project;

(ii) the Buildings and Equipment comprising a portion of the Series 2023A Project shall be acquired, constructed and installed by the Board as agent for the Corporation as provided in Section 3.08 of the Lease Agreement; and

(iii) title to the Premises shall be in the Board upon commencement of the Ground Lease Term and title to all components of the Series 2023A Project, other than Designated Equipment, shall be in name of Corporation pursuant to the Lease Agreement, and title to the Buildings comprising a portion of the Series 2023A Project, other than Designated Equipment, constructed on the Premises shall remain severed from title to the Premises until the earlier of (A) the date on which the Series 2023A Certificates and any Completion Certificates and/or Refunding Certificates related to the Series 2023A Project shall no longer be Outstanding, or (B) the end of the Ground Lease Term.

(b) If the Lease Agreement has been terminated, the Corporation and each Permitted Transferee (as defined in Section 9(b) hereof) may use the Premises for any lawful purpose, in its sole discretion, and may alter, modify, add to or delete from the portions of the Series 2023A Project existing from time to time on the Premises.

(c) Neither the Corporation nor any Permitted Transferee shall use or permit the Premises to be used in violation of any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto.

(d) The Board may at any time place portable educational facilities on the Premises. Such portables shall be owned by the Board.

SECTION 4. RENTAL. (a) So long as the Lease Agreement has not been terminated, the Corporation or its assignee shall pay to the Board as and for rental for the Premises the sum of ten dollars ($10.00) per annum, which sum shall be due in advance on the Commencement Date (prorated) and annually thereafter on the first day of each Renewal Lease Term.

(b) From and after the date on which the Lease Agreement has been terminated, the Corporation or its assignee shall pay as and for rental for the Premises an amount determined by an M.A.I. appraisal to be the fair market rental for the Premises (the "Appraisal"), which Appraisal shall be prepared by an appraiser selected by the Corporation (with the consent of the Trustee as assignee of the Corporation); provided, however, that such fair market rental and the payment thereof shall be subject to the following adjustments and conditions:

(i) if the Lease Agreement has been terminated on a date other than June 30 of any year, the fair market rental determined pursuant to the Appraisal shall be prorated for the number of days between the date terminated and the next succeeding June 30;

(ii) for each twelve-month period beginning on the July 1 next succeeding the date on which terminated and beginning on each succeeding July 1, the amount of the fair market rental determined by the Appraisal shall be adjusted by the percentage (positive or negative) which is equal to the Implicit Price Deflator of the Consumer Price Index published by the United States Department of Commerce for the region of the United States where Florida is located or for the United States as a whole if not so published for such region;

(iii) the fair market rental due in any year shall be paid in the current year only to the extent that the moneys received by the Trustee as assignee of the Corporation from the exercise of the remedies permitted under the Lease Agreement during the preceding twelve months prior to such July 1 exceeded the Principal and Interest Requirements for such preceding twelve months and other amounts payable

under the Lease Agreement; provided, however, that any portion of such fair market rental not paid in any year due to the provisions of this clause (iii) shall remain due and payable and shall accumulate from year to year and shall be paid in any future years to the extent that moneys received in such year from the exercise of the remedies permitted by the Lease Agreement exceed the Principal and Interest Requirements and the fair market rental due in such years; and

(iv) the failure to pay any portion of the fair market rental in any year due to insufficiencies of moneys realized from the exercise of the remedies permitted under the Lease Agreement (A) shall not give rise to any obligation to pay interest on such unpaid fair market rental, and (B) shall not constitute a default under this Ground Lease by the Corporation or the Trustee as the assignee of the Corporation.

SECTION 5. OWNERSHIP OF IMPROVEMENTS AND SURRENDER OF PREMISES. (a) The Corporation or its assignee shall at all times during the Ground Lease Term have a leasehold estate in the Premises with full right to vest the use, enjoyment and possession of such leasehold estate therein in a Permitted Transferee.

(b) Possession and use of the Premises, together with all improvements thereon, shall, upon the last day of the Ground Lease Term or earlier termination of this Ground Lease, automatically revert to the Board free and clear of liens and encumbrances other than Permitted Encumbrances without necessity of any act by the Corporation or any Permitted Transferee. Upon such termination of this Ground Lease, the Corporation or its assignee shall peaceably and quietly surrender to the Board the Premises together with any improvements located in or upon the Premises. Upon such surrender of the Premises, the Corporation or any Permitted Transferee, at the reasonable request of the Board, shall execute an instrument in recordable form evidencing such surrender and shall deliver to the Board all books, records, construction plans, surveys, permits and other documents relating to, and necessary or convenient for, the operation of the Premises and the improvements thereon in the possession of the Corporation or any Permitted Transferee.

(c) Any personal property of the Corporation, any Permitted Transferee or any Person which shall remain on the Premises after expiration or earlier termination of the Ground Lease Term and for sixty (60) days after request by the Board for removal, shall, at the option of the Board, be deemed to have been abandoned and may be retained by the Board and the same may be disposed of, without accountability, in such manner as the Board may see fit.

(d) If the Corporation or any Permitted Transferee holds over or refuses to surrender possession of the Premises after expiration or earlier termination of this Ground Lease, the Corporation or any Permitted Transferee shall be a tenant at sufferance and shall pay a rental rate equal to the fair market rental of the Premises determined in the manner provided in Section 4(b) hereof.

(e) The provisions of Sections 5(a), 5(b) and 5(c) hereof shall not apply to vending machines or other commercial equipment or trade fixtures located in or about the Premises to the extent that such equipment is readily removable from the Premises without causing material harm or damage thereto and that such equipment is not owned by the Corporation or any Permitted Transferee.

SECTION 6. BOARD'S INTEREST NOT SUBJECT TO CERTAIN LIENS. It is mutually intended, stipulated and agreed that neither the fee simple title (to the extent applicable) to nor any interest of the Board in the Premises or the Series 2023A Project may be subject to liens of any nature arising by reason of any act or omission of the Corporation or its assignee or any Person claiming under, by or through the Corporation, including, but not limited to, construction, mechanics' and materialmen's liens.

SECTION 7. INSURANCE. The Corporation covenants and agrees with the Board that the Corporation will cooperate with the Board in providing any information necessary for the Board to obtain and maintain in full force and effect insurance coverages desired by the Board or required by the Lease Agreement.

SECTION 8. CONDITION OF PREMISES, UTILITIES, CONCEALED CONDITIONS. (a) Except with regard to any environmental conditions and subject to the provisions of this Section 8, the Corporation agrees to accept the Premises in their presently existing condition, "as is."

(b) It is understood and agreed that the Board has determined that the Premises will safely or adequately support the Series 2023A Project, and hereby certifies same to the Corporation.

(c) The Board, at its sole expense, shall bring or cause to be brought to the Premises adequate connections for water, electrical power, storm sewerage and sewerage, and shall arrange with the appropriate utility companies for furnishing such services and shall provide to the Premises water service and capacity sufficient for operation, heating, ventilation and air conditioning equipment, and to the extent necessary to permit the Board to use the Series 2023A Project for the purposes intended or to permit such Series 2023A Project to comply with all requirements of law, the Corporation will provide and construct (but only to the extent of the proceeds of the Series 2023A Certificates or any Completion Certificates related to the Series 2023A Project available therefor) such roads, streets, sidewalks and other methods of ingress and egress necessary therefor. Nothing herein shall prohibit the Board from dedicating any such utilities or roads, streets and sidewalks to the appropriate governmental authority or duly constituted investor-owned utility as required or permitted by law, and the Corporation or the Trustee as assignee of the Corporation shall cooperate in such dedication by executing any deeds or other instruments required to effect such dedication.

SECTION 9. LIMITATION ON LEASEHOLD MORTGAGES, ASSIGNMENT AND SUBLETTING. (a) If the Lease Agreement has been terminated and subject to the terms and conditions herein provided, the Corporation may enter into a mortgage or mortgages of its leasehold interest created hereby in the Premises as security for the performance of its obligations under any financing obtained by the Corporation; provided, however, the fee title to the Premises shall not be subject to, or otherwise encumbered by, any such mortgage; provided, however, that each such leasehold mortgage shall be subject to the provisions of Section 9(d) hereof. Any such mortgage executed by the Corporation or its assignee pursuant to the provisions of the preceding sentence shall be hereinafter called a "Leasehold Mortgage" and the holder of any such mortgage shall be hereinafter called the "Leasehold Mortgagee."

(b) Except as expressly provided in this Section 9(b), the Corporation or its assignee shall not assign this Ground Lease, or any portion hereof, or sublease all or any portion of the Premises at any time. Except as expressly permitted in this Section 9(b), any purported assignment, partial assignment or sublease without the Board's prior written consent in violation of this Section 9(b) shall be null and void. So long as the Lease Agreement has not been terminated, (i) the Corporation may assign this Ground Lease to the Trustee for the benefit of the Owners of the Series 2023A Certificates and any Completion Certificates and/or Refunding Certificates related to the Series 2023A Project, and (ii) the Corporation shall sublet all of the Premises to the Board (the "Initial Sublessee") under the Lease Agreement. If the Lease Agreement shall have been terminated, the Corporation or its assignee may sublet the Premises or assign its interest in this Ground Lease (a "Permitted Sublease") to any Person for any lawful purpose without the prior consent of the Board; provided, however, that no Permitted Sublease shall relieve the Corporation of any of its duties or obligations hereunder without the prior written consent of the Board; provided, however, that each Permitted Sublease shall be subject to the provisions of Section 9(d) hereof. "Permitted Transferee" shall mean a sublessee or assignee permitted by this Section 9(b).

(c) If the Lease Agreement shall have been terminated and the Corporation or its assignee proposes to create a Permitted Sublease of any portion of its interest in this Ground Lease, the Corporation or its assignee shall provide written notice thereof to the Board containing the names and addresses of the proposed assignee(s), sublessee(s) or transferee(s); provided, however, that failure to provide such notice shall not affect the validity or effectiveness of any Permitted Sublease to a Permitted Transferee.

(d) If the Lease Agreement shall have been terminated, nothing herein shall prevent the Corporation or its assignee from entering into a Leasehold Mortgage or a Permitted Sublease for individual parcels of land constituting the Premises. It shall not be necessary for a Leasehold Mortgage or a Permitted Sublease to cover all of the Premises.

SECTION 10. UTILITY EASEMENTS. So long as the Lease Agreement has not been terminated, the Board reserves the right to grant nonexclusive utility

easements, licenses, rights-of-way and other rights or privileges in the nature of easements to others over, under, through, across or on the Premises but only to the extent reasonably necessary to provide services to the Premises or any other real property adjacent to the Premises; provided, however, that such grant and any use permitted thereby is not detrimental to the use or operation of the Premises or to any other uses permitted hereunder after the Ground Lease Term, will not impose any cost upon the Corporation or its assignee, will not weaken, diminish or impair lateral or subjacent support to the improvements to the Premises, including, without limitation the Series 2023A Project, will not impair or diminish the security of any Leasehold Mortgagee or Permitted Transferee hereunder and the Board agrees to indemnify and save harmless, but only from Available Revenues, the Corporation or its assignee and any Leasehold Mortgagee and Permitted Transferee (whether the interest of such party in the Premises arises prior or subsequent to such grants) against any loss, claim, liability or damages, including legal costs and defense arising or accruing from the use or exercise of such easement.

SECTION 11. DUTIES DEEMED PERFORMED. All obligations of the Corporation hereunder which are assumed by the Initial Sublessee shall be deemed, as between the Board and the Corporation hereunder, fully performed whether or not such Initial Sublessee actually performs same.

SECTION 12. TAXES AND FEES. (a) The Board represents and warrants that this Ground Lease is and will be exempt from ad valorem and intangible taxation. However, for as long as the Lease Agreement is in effect, should the Premises thereon or any interest therein ever become subject to any such taxes, the Board agrees to pay any and all such lawful taxes, assessments or charges which at any time may be levied by any federal, state, county, city, or any tax or assessment levying body upon the Premises or the Series 2023A Project, or any interest in this Ground Lease, or any possessory right which the Corporation or its assignee may have in or to the Premises thereon by reason of its use or occupancy thereof or otherwise.

(b) Notwithstanding the foregoing provision, either the Board or the Corporation shall, after notifying the other party hereto of its intention to do so, have the right in its own name or behalf, or in the name and behalf of the other party hereto, to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment, and in connection with such contest, the Board may refrain from paying such tax or assessment. Each party shall, upon request by the other party hereto, assist and cooperate with the other party hereto in any such proceedings.

(c) In the event that the Board shall fail to pay any of the items required under this Section 12, the Corporation or its assignee may, at its sole option, pay the same and any amounts so advanced therefor by it shall become an additional obligation of the Board and Supplemental Rent under the Lease Agreement.

SECTION 13. DEFAULT BY THE CORPORATION. (a) Each of the following events shall be deemed a default by the Corporation hereunder and a breach of this Ground Lease:

(i) If the Corporation or its assignee shall fail to pay, when due, any rent or portion thereof, or any other sum, if any, which the Corporation or its assignee is obligated to pay under the terms and provisions of this Ground Lease, and such rent or other sums, if any, remain unpaid for a period of thirty (30) days after receipt of written notice to the Corporation from the Board;

(ii) If the Corporation or its assignee shall attempt to mortgage the leasehold estate hereby created in violation of Section 9(a) hereof or to assign this Ground Lease, or any portion thereof, or to sublease any portion of the Premises in violation of Section 9(b) hereof; or

(iii) If the Corporation or its assignee shall use the Premises for any purposes not permitted by this Ground Lease, and such use shall continue for a period of thirty (30) days after the Board shall have given written notice to the Corporation or its assignee to desist from such use.

(b) In the event that the item of default set forth in Section 13(a)(iii) above is of such a nature that it cannot be remedied within the time limits therein set forth, then the Corporation shall have such additional time as is reasonably necessary to cure such default provided that such Corporation diligently commences the curing of such default within such time and proceeds to completely cure the same in a timely and diligent manner.

(c) In the event that any Permitted Transferee or Leasehold Mortgagee exists of record at the time that a default occurs hereunder, the Board shall give notice thereof to each such Permitted Transferee and Leasehold Mortgagee and each such party shall have thirty (30) additional days from receipt of such notice to cure such default; provided, however, that if the default is of such a nature that the same cannot be cured in such time, then such party shall have such additional time as is reasonably necessary to cure such default provided that such party diligently commences the curing of such default within such time and proceeds completely to cure same within a timely and diligent manner.

SECTION 14. REMEDIES OF BOARD. Upon the occurrence of any event of default as set forth in Section 13 hereof which has not been cured (and is not in the process of being cured) under Section 13(b) or 13(c) hereof, but not otherwise, the Board may take whatever action at law or in equity may appear necessary or desirable to enforce its rights hereunder; provided, the Board shall not have the right to terminate this Ground Lease until such time as the Series 2023A Certificates and any Completion Certificates and/or Refunding Certificates related to the Series 2023A Project have been paid or provision for payment thereof has been made pursuant to the terms and provisions of the Trust Agreement. The Board shall have recourse solely against the leasehold estate of the

Corporation or its assignee in the Premises, and any proceeds thereof, for the payment of any liabilities of the Corporation or its assignee hereunder.

SECTION 15. NO WAIVERS. No waiver by either party hereto at any time of any of the terms, conditions, covenants or agreements of this Ground Lease, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same, nor of any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by the other party hereto. No delay, failure or omission of the Board to re-enter the Premises, nor by either party hereto to exercise any right, power, privilege or option arising from any default shall impair any right, power, privilege or option, or be construed to be a waiver of any such default, relinquishment thereof or acquiescence therein, and no notice by either party hereto shall be required to restore or revive time as being of the essence hereof after waiver by the Board of default in one or more instances. No option, right, power, remedy or privilege of the Board shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to each party by this Ground Lease are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law.

SECTION 16. QUIET ENJOYMENT. The Board agrees that the Corporation and any Permitted Transferee, upon the payment of the rent and all other payments and charges, if any, to be paid by the Corporation or its assignee under the terms of this Ground Lease, and observing and keeping the agreements and covenants of this Ground Lease on its part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Ground Lease, without hindrance or molestation from the Board or anyone claiming by, through or under the Board.

SECTION 17. TERMS BINDING UPON SUCCESSORS. All the terms, conditions and covenants of this Ground Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

SECTION 18. CONDEMNATION. In the event that any Person, public or private, shall by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the term of this Ground Lease acquire title to the Premises:

(a) For as long as the Lease Agreement has not been terminated, the Net Proceeds resulting therefrom shall be applied pursuant to the Lease Agreement.

(b) If the Lease Agreement shall have been terminated, (i) if such Person acquires title to such substantial portion thereof that the Corporation determines that it cannot economically make use of the residue for the lawful purposes intended by this Ground Lease, such acquisition of title shall terminate this Ground Lease, effective as of the date on which the condemning party takes possession thereof, and the Net Proceeds resulting therefrom shall be applied first to payment of the amount secured by any

Leasehold Mortgage then outstanding hereunder, second, to payment, on a proportionate basis, of any outstanding Series 2023A Certificates and any Completion Certificates and/or Refunding Certificates related to the Series 2023A Project and, third, the balance, if any shall be paid to the Board and the Corporation, as their respective interests may appear; and (ii) if such Person acquires title to a portion of the Premises only, and the Corporation determines that it can economically make beneficial use of the residue thereof for the lawful purposes intended by this Ground Lease, then this Ground Lease shall continue in full force and effect and the Net Proceeds resulting therefrom shall be paid to the Board and the Corporation, as their respective interests appear.

(c) It is understood that the foregoing provisions of this Section 18 shall not in any way restrict the right of the Board or the Corporation to appeal the award made by any court or other public agency in any condemnation proceeding.

SECTION 19. NON-MERGER OF LEASEHOLD. There shall be no merger of this Ground Lease or of the leasehold estate hereby created with the fee estate in the Premises or any part thereof by reason of the fact that the same Person may acquire or hold, directly or indirectly, this Ground Lease or leasehold estate hereby created or any interest in this Ground Lease or in such leasehold estate and the fee estate in the Premises or any interest in such fee estate. There shall be no merger of this Ground Lease with the Lease Agreement by reason of the fact that the Board is the owner of the fee title to the Premises and the leasehold estate in all or a portion of the Series 2023A Project created under the Lease Agreement or by reason of the fact that the Corporation is the owner of the leasehold estate in the Premises created hereby and is the owner of the fee title in the Series 2023A Project as provided in the Lease Agreement.

SECTION 20. MEMORANDUM OF GROUND LEASE. Unless mutually agreed to the contrary, simultaneously with the execution of this Ground Lease, the Board and the Corporation shall each execute, acknowledge and deliver a Memorandum of Ground Lease with respect to this Ground Lease. Said Memorandum of Ground Lease shall not in any circumstances be deemed to change or otherwise to affect any of the obligations or provisions of this Ground Lease.

SECTION 21. CHANGES TO PROPERTY DESCRIPTION. The Board reserves the right to substitute other land for, delete or add land to all or any portion of the Premises described in Exhibit A hereto, as same may be supplemented by supplements to this Series 2023A Ground Lease from time to time. Upon such substitution, deletion or addition, the Memorandum of Series 2023A Ground Lease will be supplemented to reflect the change in the legal description. Any such supplement shall be substantially in the form of Exhibit C attached hereto. Except in connection with any substitutions, deletions or additions relating to Permitted Encumbrances, the Designated Equipment portion of the Series 2023A Project or Servient Property that does not adversely impact the use of the Premises for its educational purposes, or otherwise permitted by this Series 2023A Ground Lease or the Related Documents, each substitution, deletion or addition of a parcel of land

subject to the provisions of this Series 2023A Ground Lease shall require the prior written consent of a majority of the Holders of the outstanding Series 2023A Certificates.

SECTION 22. OPTION TO RENEW. In the event that the Lease Agreement shall have been terminated, and the Corporation, or the Trustee as the assignee of the Corporation, excludes the Board from possession of the Series 2023A Project, the Board grants to the Corporation and the Trustee the right and option to renew this Ground Lease for a period not to exceed five years at a fair market rental to be determined, adjusted and paid in the manner and under the conditions set forth in Section 4(b) of this Ground Lease.

SECTION 23. ESTOPPEL CERTIFICATES. The Board, at any time and from time to time, upon not fewer than thirty (30) days prior written notice from the Corporation or the Trustee as assignee of the Corporation, will execute, acknowledge and deliver to the Corporation, the Trustee, as assignee of the Corporation, or any Permitted Transferee, a certificate of the Board certifying that this Ground Lease is unmodified (or, if there have been any modifications, identifying the same), that this Ground Lease is in full force and effect, if it is; and that there is no default hereunder (or, if so, specifying the default). It is intended that any such certificate may be relied upon by the Corporation or the Trustee as assignee of the Corporation or any Permitted Transferee.

SECTION 24. NONRECOURSE OBLIGATION OF THE CORPORATION. Notwithstanding anything to the contrary herein or in any exhibit, instrument, document or paper relating to this Ground Lease or any of the transactions contemplated hereby, the parties hereto hereby acknowledge and agree that upon the assignment by the Corporation of its rights hereunder to the Trustee pursuant to the Assignment of Lease Agreement and Assignment of Ground Lease Agreement, the Corporation shall have no further obligation, liability or responsibility hereunder and no party hereto nor their successors or assigns shall look to the Corporation for any damages, expenses, fees, charges or claims with respect to the failure of any obligations hereunder to be performed.

SECTION 25. NO RECOURSE UNDER AGREEMENT. All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this Ground Lease shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not of any member, officer, employee or agent of the parties hereto in an individual capacity, and no recourse shall be had for the payment of rent pursuant to Section 4 hereof or for any claim based thereon under this Ground Lease Agreement against any member, officer, employee or agent of the parties hereto.

SECTION 26. RADON GAS. Section 404.056, Florida Statutes, requires that the following notification be given: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may

present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

SECTION 27. MISCELLANEOUS. (a) This Ground Lease shall be governed by, and be construed in accordance with, the laws of the State of Florida.

(b) Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Board: The School Board of Manatee County, Florida
215 Manatee Avenue W.
Bradenton, Florida 34205
Attention: Superintendent and Assistant Superintendent for Business Services

If to the Corporation: Manatee School Board Leasing Corporation
215 Manatee Avenue W.
Bradenton, Florida 34205
Attention: Superintendent and Assistant Superintendent for Business and Finance

If to the Trustee: U.S. Bank Trust Company, National Association
225 Water Street, Suite 700
Jacksonville, FL 32202
Attention: Corporate Trust Department

If to the Insurer: _____
_____
_____
_____
Re: Policy No. _____

or such other address or party as the party to be served may direct by written notice to the other party. If such notice is sent or delivery is made by registered or certified mail, such notice or delivery shall be deemed served, made and effective seventy-two (72) hours after posting.

(c) It is mutually acknowledged and agreed by the parties hereto that this Ground Lease contains the entire agreement between the Board and the Corporation with respect

to the subject matter of this Ground Lease; that there are no verbal agreements, representations, warranties or other understandings affecting the same.

(d) Nothing herein contained shall be deemed to create a partnership or joint venture, nor shall the relationship between the parties be construed as principal and agent, or other than as landlord and tenant.

(e) The table of contents, headings and captions of this Ground Lease are inserted solely for convenience of reference, and under no circumstances shall they be treated or construed as part of, or as affecting, this Ground Lease.

(f) For purposes of computing any period of a number of days hereunder for notices or performance (but not for actual days of interest) of ten (10) days or fewer, Saturdays, Sundays and holidays shall be excluded.

(g) Any provision of this instrument in violation of the laws of the State of Florida shall be ineffective to the extent of such violation, without invalidating the remaining provisions of this instrument. In no event shall the Corporation or its assigns have any causes of action against the officers or employees of the Board, or against any elected official of the Board based upon or materially related to any finding by any court that any or all provisions of this instrument violate Florida law.

(h) Nothing in this Ground Lease, expressed or implied, is to or shall be construed to confer upon or to give to any person or party other than the Corporation, and its assignee, the Trustee, the Credit Enhancer and the Board any rights, remedies or claims under or by reason of this Ground Lease or any covenants, conditions or stipulations hereof; and all covenants, stipulations, promises and agreements in this Ground Lease contained by or on behalf of the Corporation or the Board shall be for the sole and exclusive benefit of the Corporation, and its assignee, the Credit Enhancer and the Board.

(i) This Ground Lease Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

(j) Except with respect to amendments or modifications constituting Permitted Encumbrances or amendments or modifications that do not adversely affect the educational purposes or use of the Premises or the Series 2023A Project (as certified by the Board), this Ground Lease may not be amended or modified without the prior written consent of the Credit Enhancer. Except as provided in the preceding sentence, any action taken hereunder which requires or permits the consent, notice, direction or request of the Lessor or the Trustee, shall also require or permit the consent, notice, direction or request of the Credit Enhancer, which consent, direction or request shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Board and the Corporation have caused this Ground Lease to be executed in duplicate, either of which may be considered an original, the day and year first above written.

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, as Lessor

(SEAL)

By: _____
Chairman

ATTEST:

By: _____
Superintendent/Secretary

MANATEE SCHOOL BOARD LEASING CORPORATION, as Lessee

(SEAL)

By: _____
President

ATTEST:

By: _____
Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing Ground Lease Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2023, by Chad Choate III and Cynthia Saunders, the Chairman and Superintendent/Secretary, respectively, of THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a school board duly organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing Ground Lease Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2023, by Chad Choate III and Cynthia Saunders, the President and Secretary/Treasurer, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

EXHIBIT A

PREMISES DESCRIPTION

1. Blackburn Elementary School Addition and Renovation. **[**To come**]**

2. Haile Middle School Addition and Renovation. **[**To come**]**

3. Oneco Elementary School Renovation. **[**To come**]**

4. Tara Elementary School Addition and Renovation. **[**To come**]**

EXHIBIT B

DESCRIPTION OF SERVIENT PROPERTY

1. Blackburn Elementary School Addition and Renovation. **[**To come**]**

2. Haile Middle School Addition and Renovation. **[**To come**]**

3. Oneco Elementary School Renovation. **[**To come**]**

4. Tara Elementary School Addition and Renovation. **[**To come**]**

EXHIBIT C

[FIRST, SECOND, THIRD, ETC.]
GROUND LEASE SUPPLEMENT

This [First, Second, Third, etc.] Ground Lease Supplement ("Subject Supplement") is made and entered into as of _____ by **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA** (the "Board") acting as the governing body of the School District of Manatee County, Florida (the "District") and **MANATEE COUNTY SCHOOL BOARD LEASING CORPORATION,** a single-purpose Florida not-for-profit corporation (the "Corporation"). All capitalized terms used herein and not otherwise defined shall have the meaning set forth therefor in the "Ground Lease" as hereinafter set forth.

W I T N E S S E T H:

WHEREAS, the Board and the Corporation entered into a certain Ground Lease Agreement (the "Ground Lease") a memorandum of which was recorded in Official Records Book ____ at Page ____ of the Public Records of Manatee County, Florida; and

WHEREAS, the Board owns that certain real property more particularly described in Exhibit A attached hereto and made a part hereof ("Subject Parcel"); and

WHEREAS, the Subject Parcel is a portion of the Series 2023A Project and, as such, is to be subject to the Ground Lease as contemplated thereby; and

NOW, THEREFORE, in consideration of the premises and for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by each party hereto by the other party hereto, the parties hereto do hereby acknowledge and agree as follows:

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

2. The Subject Parcel is hereby declared to be a part of the Premises (as defined in the Ground Lease) which constitutes a portion of the Project and, therefore, is a part of the Premises as set forth in the Ground Lease with the leasehold estate, operation and effect of the Ground Lease applying to the Subject Parcel as fully and to the same extent as if the Subject Parcel were described in the Ground Lease and therein set forth to be a part of the Premises.

3. The Ground Lease, as modified by previous Ground Lease Supplements and as modified hereby remains in full force and effect in accordance with the terms and provisions thereof.

IN WITNESS WHEREOF, each of the parties hereto have caused this Subject Supplement to be executed by their duly authorized officers or agents, all as of the day and year first above written.

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

ATTEST:

_____ By: _____

Its: Its:

(SEAL)

MANATEE SCHOOL BOARD LEASING CORPORATION

ATTEST:

_____ By: _____

Title: Title:

(SEAL)

SIMULTANEOUS ASSIGNMENT

All of the rights of Manatee School Board Leasing Corporation hereunder are hereby assigned without recourse or warranty to U.S. Bank Trust Company, National Association, as Trustee, as successor in interest to and assignee of Manatee School Board Leasing Corporation under the Assignment.

MANATEE SCHOOL BOARD LEASING CORPORATION

By: _____
Title:

Dated: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by _____ and _____, the Chairman and Superintendent/Secretary, respectively, of THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a school board duly organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____ and_____, the President and Secretary/Treasurer, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____ and_____, the President and Secretary/Treasurer, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

EXHIBIT D

FORM OF CERTIFICATE PURCHASE CONTRACT

CERTIFICATE PURCHASE CONTRACT

$_____
CERTIFICATES OF PARTICIPATION
(The School Board of Manatee County, Florida Master Lease Program), Series 2023A
Evidencing an Undivided Proportionate Interest of
Owners thereof in Basic Rent Payments to be made under a Master
Lease-Purchase Agreement by The School Board of Manatee County, Florida

May __, 2023

The School Board of Manatee County, Florida
Bradenton, Florida

Manatee School Board Leasing Corporation
Bradenton, Florida

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc., as senior manager (the "Representative"), on behalf of itself and PNC Capital Markets LLC (collectively, the "Underwriters") offers to enter into this Certificate Purchase Contract (the "Purchase Contract") with The School Board of Manatee County, Florida (the "School Board"), as the governing body of the School District of Manatee County, Florida (the "District"), and the Manatee School Board Leasing Corporation (the "Corporation"), which, upon acceptance of this offer by the School Board and the Corporation, will be binding upon the School Board and the Corporation and upon the Underwriters. This offer is made subject to written acceptance hereof by the School Board and the Corporation at or before 11:59 p.m., Eastern Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the School Board and the Corporation at any time prior to the acceptance hereof by the School Board and the Corporation. The parties hereto agree and acknowledge that the obligations of the Corporation and the School Board hereunder do not constitute a general obligation of the Corporation or the School Board. Capitalized terms not otherwise defined herein shall have the meanings given them in the Trust Agreement (defined below).

1. Purchase and Sale. Upon the terms and conditions and in reliance upon the representations, covenants and agreements set forth herein, the Underwriters hereby agree to purchase, and the School Board agrees to sell, and to cause U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee") to deliver, to the Underwriters, all (but not less than all) of the aggregate principal amount of the $_____ Certificates of Participation, Series 2023A (the "Certificates"). The Certificates shall be dated their date of delivery.

The Certificates are being purchased by the Underwriters, at an aggregate purchase price of $_____ (which price represents the $_____ principal amount of the Certificates, [plus/minus] an original issue [net/premium/discount] of $_____and minus an underwriting discount of $_____).

[_____ (the "Insurer") will concurrently with the issuance of the Certificates, issue a municipal bond insurance policy guaranteeing the scheduled payment of the principal portion and the interest portion of the Basic Rent Payments represented by the Certificates when due (the "Policy").]

The Certificates are being issued for the principal purpose of providing funds sufficient to (a) finance a portion of the cost of acquisition, construction and installation and/or equipping of the Series 2023A Project and (b) pay certain costs associated with the issuance of the Certificates [, including the premium for the Policy].

The Certificates are being executed and delivered pursuant to the Master Trust Agreement, dated as of June 1, 1996 (the "Master Trust Agreement"), among the School Board, the Corporation and U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), as amended and supplemented, particularly as supplemented by a Series 2023A Supplemental Trust Agreement, dated as of [Month] 1, 2023 (the "Series 2023A Supplemental Trust Agreement", and together with the Master Trust Agreement, the "Trust Agreement"), among the Corporation, the School Board and the Trustee.

The Certificates shall mature at the times and in the amounts and bear interest at the rates set forth in Appendix A hereto and shall be subject to prepayment at the times and at the prices set forth in Appendix B hereto. The information required by Section 218.385(6), Florida Statutes, to be provided by the Underwriters is set forth in Appendix C hereto. Further, in order to assist the School Board in complying with Section 218.385(2) and (3), Florida Statutes, the Underwriters are providing the School Board and the Corporation with a completed truth-in-bonding statement, the form of which is attached to Appendix C as Schedule 1.

The School Board has entered into a Master Lease-Purchase Agreement, dated as of June 1, 1996, as amended and supplemented (the "Master Lease"), between the Corporation, as lessor, and the School Board, as lessee, for the purpose of providing for the lease-purchase financing and refinancing from time to time of certain educational facilities, sites and equipment (collectively, the "Projects"). The Projects to be leased from time to time are identified on separate schedules (each a "Schedule") attached to the Master Lease. Upon execution and delivery thereof, each Schedule, together with the provisions of the Master Lease, will constitute a separate lease agreement (individually a "Lease" and collectively the "Leases").

In accordance with the applicable provisions of Florida law, including particularly Chapters 1000-1013, Florida Statutes, and pursuant to a resolution duly and lawfully adopted by the School Board on February 28, 2023 (the "Resolution") and a resolution duly and lawfully

adopted by the Corporation on February 28, 2023 (the "Corporation Resolution"), the School Board and the Corporation have authorized the execution and delivery of Schedule No. 2023A, dated as of [Month] 1, 2023 ("Schedule No. 2023A"), and together with the Master Lease, the "Series 2023A Lease"), providing for the lease-purchase financing of certain educational facilities, sites and equipment by the School Board, as further described in Schedule No. 2023A (the "Series 2023A Project"). Pursuant to the Assignment of Lease Agreement, dated as of June 1, 1996, as amended (the "Assignment of Lease Agreement"), and as particularly amended by the Thirteenth Amendment to Assignment of Lease Agreement, dated as of [Month] 1, 2023 (together with the Assignment of Lease Agreement, the "Series 2023A Assignment"), the Corporation will irrevocably assign by outright and absolute assignment to the Trustee for the benefit of the registered owners of the Certificates substantially all of the Corporation's right, title and interest in and to the Series 2023A Lease including its right to receive Basic Rent Payments and all other amounts due under the Series 2023A Lease.

Pursuant to the Series 2023A Ground Lease Agreement, dated as of [Month] 1, 2023 (the "Series 2023A Ground Lease"), between the School Board and the Corporation, the School Board will lease the sites on which certain components of the Series 2023A Project are located (collectively, the "Premises") to the Corporation. Pursuant to the Assignment of Ground Lease, dated as of [Month] 1, 2023 (the "Series 2023A Ground Lease Assignment"), between the Corporation and the Trustee, the Corporation will irrevocably assign by outright and absolute assignment to the Trustee for the benefit of the registered owners of the Certificates substantially all of the Corporation's right, title and interest in and to the Series 2023A Ground Lease.

The Series 2023A Assignment and the Series 2023A Ground Lease Assignment are referred to collectively herein as the "Assignment Agreements".

In accordance with a Disclosure Dissemination Agent Agreement, dated [Month] __, 2023 (the "Disclosure Agreement"), between the School Board and Digital Assurance Certification, L.L.C. (the "Dissemination Agent"), the School Board has agreed to provide certain continuing disclosure information in accordance with the SEC Rule (as defined in Section 2(a) below).

2. Delivery of Offering Statement and Other Documents.

(a) Prior to the date hereof, the School Board has prepared for use in connection with the public sale and distribution of the Certificates, and provided to the Underwriters for their review, the Preliminary Offering Statement dated [Month] __, 2023 (including the cover page, inside cover page and appendices contained therein, the "Preliminary Offering Statement"). The School Board deems the Preliminary Offering Statement final as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "SEC Rule"), except for certain permitted omissions in connection with the pricing of the Certificates. The Underwriters have reviewed such Preliminary Offering Statement prior to the execution of this Purchase Contract.

(b) As soon as practicable after the date hereof, and, in any event within seven (7) business days of the date hereof (or within such shorter period as may be reasonably requested by the Underwriters in order to accompany any confirmation that requests payment from any customer to comply with Rule G-32 of the Municipal Securities Rulemaking Board) the School Board shall, so as to enable the Underwriters to comply with the provisions of the SEC Rule, deliver to the Underwriters a sufficient number of copies of a final Offering Statement, dated the date hereof (including the cover page, inside cover page and appendices contained therein, the "Offering Statement"), together with all supplements and amendments thereto, substantially in the form of the Preliminary Offering Statement, with only such changes therein as shall have been accepted by the Underwriters, executed on behalf of the School Board by the Chairman.

(c) The Representative shall give notice to the School Board on the date, but in no event later than 90 days after the Closing, after which no participating underwriter, as such term is defined in the SEC Rule, remains obligated to deliver Offering Statements pursuant to paragraph (b)(4) of the SEC Rule.

(d) At or prior to the Closing (as defined herein), the Representative shall file, or cause to be filed, the Offering Statement with the Municipal Securities Rulemaking Board. Unless otherwise provided in writing by the Representative to the School Board on the Date of Closing (as defined herein) that the Representative retains directly, or as a member of an underwriting syndicate, an unsold balance of the Certificates, the end of the underwriting period (as defined herein) shall be the Date of Closing, but in no event later than 90 days after the Closing.

(e) At Closing, the School Board shall deliver, or cause to be delivered to the Underwriters a copy of the Resolution, certified to by its Secretary, substantially in the form heretofore delivered to the Underwriters, with only such changes therein as agreed upon by the Representative.

(f) The School Board and the Corporation hereby authorize the Underwriters to use the forms or copies of (i) the Resolution, (ii) the Corporation Resolution, (iii) the Trust Agreement, (iv) the Series 2023A Lease, (v) the Assignment Agreements, (vi) the Series 2023A Ground Lease, (vii) the Disclosure Agreement, and (viii) the Offering Statement and the information contained therein in connection with the public offering and sale of the Certificates and ratify and confirm their authorization of the distribution and use by the Underwriters prior to the date hereof of the Preliminary Offering Statement in connection with such public offering and sale.

3. Representation of the Underwriters as to Authority. The Representative is duly authorized to execute this Purchase Contract on behalf of the Underwriters and has been duly authorized to act hereunder in connection with the issuance of the Certificates.

4. Public Offering; Establishment of Issue Price; Underwriters not Acting as Agents or Fiduciaries. (a) The Underwriters agree, jointly and severally, to make a bona fide offering of substantially all of the Certificates to the public at initial public offering prices not greater than

(or yields not less than) the initial public offering prices (or yields) set forth on Appendix A hereto; provided, however, the Underwriters reserve the right to make concessions to certain dealers, certain dealer banks and banks acting as agents and to change such initial public offering prices as the Underwriters deem necessary or desirable in connection with the marketing of the Certificates.

(b) The Representative, on behalf of the Underwriters, agrees to assist the School Board in establishing the issue price of the Certificates and shall execute and deliver to the School Board at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix D, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the School Board and Special Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Certificates.

(c) [Except for the maturities set forth in Schedule A to Appendix D as Hold-the-Offering-Price Maturities,] The School Board will treat the first price at which 10% of each maturity of the Certificates (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test).

(d) The Representative confirms that the Underwriters have offered the Certificates to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule A to Appendix D attached hereto, except as otherwise set forth therein.

(e) The Underwriters acknowledge that sales of any Certificates to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this Section 4:

(i) "public" means any person other than an underwriter or a related party;

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the School Board (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the public);

(iii) a purchaser of any of the Certificates is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both

entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Contract by all parties.

(f) The School Board and the Corporation acknowledge and agree that (i) the purchase and sale of the Certificates pursuant to this Purchase Contract is an arm's-length commercial transaction between the School Board, the Corporation and the Underwriters; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as municipal advisors, financial advisors, agents or fiduciaries of the School Board or the Corporation; (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the School Board or the Corporation with respect to the offering of the Certificates or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters, or any affiliate of the Underwriters, has provided other services or is currently providing other services to the School Board or the Corporation on other matters) and the Underwriters have no obligation to the School Board or the Corporation with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract; (iv) the Underwriters have financial and other interests that differ from those of the School Board and the Corporation; and (v) the School Board and the Corporation have consulted with their own legal, financial and other advisors to the extent they have deemed appropriate in connection with the offering of the Certificates.

5. Good Faith Deposit. In connection with the execution of this Purchase Contract, the Representative shall deliver to the School Board a wire transfer credited to the order of the School Board in immediately available federal funds (the "Good Faith Deposit"), in the sum of $_____ (calculated as 1% of the estimated principal amount of the Certificates as reflected in the Preliminary Offering Statement), which is being delivered to the School Board on account of the purchase price and as security for the performance by the Underwriters of their obligation to accept and to pay for the Certificates. In the event that the School Board does not accept this offer in a timely manner, the Good Faith Deposit shall be immediately returned to the Representative by wire transfer credited to the order of the Representative, in the amount of the Good Faith Deposit. In the event the Closing takes place, the amount of the Good Faith Deposit shall be credited against the purchase price pursuant to Section 7 hereof. In the event of the School Board's failure to deliver the Certificates at the Closing, or if the School Board shall be unable at or prior to the Closing to satisfy the conditions to the obligations of the Underwriters contained in this Purchase Contract (unless such conditions are waived by the Representative), or if the obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Contract, the School Board shall immediately wire to the Representative in federal

funds the sum of the Good Faith Deposit and such return shall constitute a full release and discharge of all claims by the Underwriters against the School Board arising out of the transactions contemplated hereby. In the event that the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the Certificates at the Closing as herein provided, the amount of the Good Faith Deposit shall be retained by the School Board and such retention shall represent full liquidated damages and not a penalty for such failure and for any defaults hereunder on the part of the Underwriters, and such use shall constitute a full release and discharge of all claims, rights and damages of the School Board against the Underwriters arising out of the transactions contemplated hereby Accordingly, the Underwriters hereby waive any right to claim that the School Board's actual damages are less than the amount of the Good Faith Deposit, and the School Board's acceptance of this offer shall constitute a waiver of any right it may have to additional damages from the Underwriters.

6. Representations and Agreements.

(a) By its acceptance hereof, the School Board represents to and agrees with the Underwriters that, as of the date hereof:

(i) The School Board is duly and validly existing as a body corporate and politic pursuant to Article IX, Section 4(a) of the Florida Constitution and the laws of the State of Florida (particularly, Chapter 1001, Florida Statutes) and is the governing body of the District.

(ii) The School Board has full legal right, power and authority to cause the Certificates to be issued, sold and delivered to the Underwriters as described herein; to lease-purchase the Series 2023A Project; to adopt the Resolution; and to execute, deliver and perform its obligations, as the case may be, under this Purchase Contract, the Series 2023A Ground Lease, the Disclosure Agreement, and the Series 2023A Lease (collectively, the "School Board Documents"); by all necessary official action of the School Board taken prior to the acceptance hereof, the Resolution has been duly adopted in accordance with the Constitution of Florida and the laws of the State of Florida; the Resolution is in full force and effect and has not been amended, modified or repealed; the School Board Documents, when executed by the School Board will each be duly authorized and delivered and will constitute the legal, valid and binding special obligations of the School Board enforceable in accordance with their respective terms, except as the enforcement thereof may be affected by bankruptcy, insolvency, or other laws affecting the rights of creditors or tenants generally or the application by a court of equitable principles; the School Board has duly authorized and approved the execution of, and the performance by the School Board of its obligations contained in the School Board Documents and the consummation by it of all other transactions contemplated by the Resolution, each of the School Board Documents and the Offering Statement to have been performed or consummated at or prior to the Date of Closing.

(iii) The execution and delivery of the School Board Documents, the issuance by the Trustee of the Certificates and the adoption of the Resolution, and compliance with the special obligations on the School Board's part contained herein and therein, will not conflict with or constitute a material breach of or material default under any federal or Florida constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the School Board is a party or to which the School Board or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption, implementation or compliance result in the creation or imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or other assets of the School Board under the terms of any such provision, law, regulation, document or instrument, except as provided or permitted by the Certificates and the School Board Documents.

(iv) All approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the School Board of its obligations under the Resolution and the School Board Documents have been, or prior to the Closing will have been, duly obtained; provided, however, that this representation does not apply to such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Certificates.

(v) The information contained in the Preliminary Offering Statement and the Offering Statement pertaining to the School Board, the District, the Series 2023A Project, the Premises, the Certificates, the Resolution and the School Board Documents was and is true and correct in all material respects and did not, and does not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(vi) Except as described in the Preliminary Offering Statement or the Offering Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, governmental agency or public board or body, pending or, to the best knowledge of the School Board, threatened:

(A) Which may affect the existence of the School Board or the titles or rights of its officers to their respective offices;

(B) Which may affect or which seeks to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates, or the collection or payment of the Basic Rent Payments or assignment thereof to make payments on the Certificates and to make other payments under the Series 2023A Lease;

(C) Which in any way contests or affects the validity or enforceability of the Certificates, the Resolution, the Trust Agreement, the Assignment Agreements, the School Board Documents or any of them;

(D) Which could cause the interest portion of the Basic Rent Payments represented by the Certificates to be included in the gross income of the holders of the Certificates for the purposes of federal income taxation;

(E) Which contests in any way the completeness or accuracy of the Preliminary Offering Statement or the Offering Statement or which contests the powers of the School Board or any authority or proceedings for the issuance, sale or delivery of the Certificates, or the due adoption of the Resolution or the execution and delivery of the School Board Documents or any of them or the lease-purchase of the Series 2023A Project in accordance with the terms thereof; or

(F) Which could materially adversely affect the financial condition of the School Board;

nor, to the best knowledge of the School Board, is there any basis therefor wherein an unfavorable decision, ruling or finding could materially adversely affect the validity or enforceability of the Certificates, the Resolution, the Trust Agreement, the Assignment Agreements, the School Board Documents or any of them. The School Board shall advise the Representative promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Offering Statement or the Offering Statement in connection with the offering, sale or distribution of the Certificates.

(vii) The School Board will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriters as the Underwriters may reasonably request in order (A) to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate, and (B) to determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Certificates; provided that the School Board shall not be obligated to pay any fee, qualify to do business or to take any action that would subject it to general service of process in any state where it is not now so subject.

(viii) If, after the date of this Purchase Contract and until the earlier of (A) ninety (90) days from the end of the "underwriting period" (as defined in the SEC Rule) or (B) the time when the Offering Statement is available to any person from the Municipal Securities Rulemaking Board, but in no case less than twenty-five (25) days following the end of the underwriting period, the School Board becomes aware that any event shall have

occurred which might or would cause the Offering Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the School Board shall notify the Representative thereof, and, if in the reasonable opinion of the School Board and the Representative such event requires the preparation and publication of a supplement or amendment to the Offering Statement, the School Board will at its own expense forthwith prepare and furnish to the Underwriters a sufficient number of copies of an amendment of or supplement to the Offering Statement (in form and substance satisfactory to the Representative and its Counsel) which will supplement or amend the Offering Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at such time, not misleading.

(ix) The School Board covenants to comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code") in order to maintain the exclusion from gross income for purposes of federal income taxation of the interest portion of the Basic Rent Payments received by the owners of the Certificates, subject to the right of the School Board to non-appropriate funds in accordance with the provisions of the Leases. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Certificates and other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The School Board does not have any material unfunded rebate obligations with respect to any Certificates of Participation previously issued under the Master Trust.

(x) The School Board has not, since December 31, 1975 been in default in the payment of principal of, premium, if any, or interest on, or otherwise been in default with respect to, any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

(xi) The School Board shall comply with all of the continuing disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission and shall comply with the commitments set forth in the Disclosure Agreement.

(xii) The School Board will apply the proceeds of the Certificates in accordance with the Trust Agreement and as described in the Offering Statement.

(xiii) Neither the School Board nor anyone authorized to act on its behalf, directly or indirectly, has offered the Certificates for sale to, or solicited any offer to buy, the Certificates from anyone other than the Underwriters.

(xiv) Prior to the execution of this Purchase Contract, the School Board delivered to the Underwriters copies of the Preliminary Offering Statement which the School Board deemed final for purposes of the SEC Rule as of the date of the Preliminary Offering Statement, except for the omission of no more than the following information: the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, ratings, prepayment provisions and certain other terms of the Certificates as permitted by the SEC Rule.

(xv) If the Offering Statement is supplemented or amended pursuant to Section 2 of this Purchase Contract, or otherwise by the School Board, at the time of each supplement or amendment to the Offering Statement and (unless subsequently again supplemented or amended pursuant to Section 2 of this Purchase Contract) at all times prior to the end of the underwriting period, the Offering Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

(xvi) Other than as disclosed in the Preliminary Offering Statement, the School Board has complied in all material respects with any and all continuing disclosure commitments heretofore made by the School Board for the past five Fiscal Years.

(xvii) The Resolution, the Certificates, the Trust Agreement, and the School Board Documents conform in all material respects to the descriptions thereof contained in the Preliminary Offering Statement and the Offering Statement.

(xviii) The financial statements of the School Board as of June 30, 2022 fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the School Board as of the dates and for the periods therein set forth. Except as disclosed in the Preliminary Offering Statement and the Offering Statement, there has not been any materially adverse change in the financial condition of the School Board or in its operations since June 30, 2022 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(xix) Any certificates executed by any officer of the School Board and delivered to the Underwriters pursuant hereto or in connection herewith shall be deemed a representation and warranty of the School Board as to the accuracy of the statements therein made.

(b) By its acceptance hereof, the Corporation represents to and agrees with the Underwriters that, as of the date hereof:

(i) The Corporation is a not-for-profit corporation duly organized, incorporated, validly existing, and in good standing under the laws of the State of Florida (particularly, Chapter 617, Florida Statutes).

(ii) The Corporation has full legal right, power and authority to adopt the Corporation Resolution, to execute, deliver and perform its obligations, as the case may be, under this Purchase Contract, the Trust Agreement, the Series 2023A Lease, the Series 2023A Ground Lease, and the Assignment Agreements (collectively, the "Corporation Documents"); by all necessary official action of the Board of Directors of the Corporation taken prior to the acceptance hereof, the Corporation Resolution has been duly adopted in accordance with the laws of the State and the Corporation's Articles of Incorporation and Bylaws; the Corporation Resolution is in full force and effect and has not been amended, modified or repealed; the Corporation Documents have been duly authorized, and when executed and delivered by the Corporation will constitute the legal, valid and binding obligations of the Corporation enforceable in accordance with their respective terms, except as the enforcement thereof may be affected by bankruptcy, insolvency, or other laws affecting the rights of creditors or tenants generally or the application by a court of equitable principles; the Corporation has duly authorized and approved the execution of, and the performance by the Corporation of its obligations contained in the Corporation Documents and the consummation by it of all other transactions contemplated by each of the Corporation Documents and the Offering Statement to have been performed or consummated at or prior to the Date of Closing.

(iii) The execution and delivery of the Certificates and the Corporation Documents, and compliance with the obligations on the Corporation's part contained herein and therein, will not conflict with or constitute a material breach of or material default under any federal or Florida constitutional provisions, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Corporation is a party or to which the Corporation or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption, implementation or compliance result in the creation or imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or other assets of the Corporation under the terms of any such provision, law, regulation, document or instrument, except as provided or permitted by the Certificates and the Corporation Documents.

(iv) All approvals, consents and orders of any governmental authority, legislative body, board, district, agency or commission having jurisdiction which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Corporation of its obligations under the Corporation Documents have been, or prior to the Closing will have been, duly obtained; provided, however, that this representation does not apply to such approvals, consents and orders

as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Certificates.

(v) The information contained in the Preliminary Offering Statement and the Offering Statement pertaining to the Corporation and the Corporation Documents, was and is true and correct in all material respects did not, and does not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(vi) Except as described in the Preliminary Offering Statement or the Offering Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, governmental agency or public board or other body, pending or, to the best knowledge of the Corporation, threatened:

(A) Which may affect the existence of the Corporation or the titles or rights of its officers to their respective offices;

(B) Which may affect or which seeks to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates, or the collection or payment of the Basic Rent Payments or assignment thereof to make payments on the Certificates and to make other payments under the Series 2023A Lease;

(C) Which in any way contests or affects the validity or enforceability of the Certificates, the Corporation Resolution, the Corporation Documents or any of them;

(D) Which could cause the interest portion of the Basic Rent Payments represented by the Certificates to be included in the gross income of the holders of the Certificates for the purposes of federal income taxation;

(E) Which contests in any way the completeness or accuracy of the Preliminary Offering Statement or the Offering Statement or which contests the powers of the Corporation or any authority or proceedings for the issuance, sale or delivery of the Certificates, or the due execution and delivery of the Corporation Documents or any of them;

nor, to the best knowledge of the Corporation, is there any basis therefor, wherein an unfavorable decision, ruling or finding could materially adversely affect the validity or enforceability of the Certificates, the Corporation Documents or any of them.

(vii) The Corporation will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriters as the Underwriters may reasonably request in order to qualify the Certificates for offer

and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate, and to determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Certificates; provided that the Corporation shall not be obligated to pay any fee, qualify to do business or to take any action that would subject it to general service of process in any state where it is not now so subject.

(viii) If, after the date of this Purchase Contract and until the earlier of (A) ninety (90) days from the end of the "underwriting period" (as defined in the SEC Rule) or (B) the time when the Offering Statement is available to any person from the Municipal Securities Rulemaking Board, but in no case less than twenty-five (25) days following the end of the underwriting period, the Corporation becomes aware that any event shall have occurred which would or might cause the information contained in the Offering Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Corporation shall notify the Representative thereof, and if in the reasonable opinion of the Corporation or the Representative such event requires the preparation and publication of a supplement or amendment to the Offering Statement, the Corporation shall cooperate with the Representative in supplementing or amending the Offering Statement, in such form and manner and at such time or times as may be reasonably called for by the Underwriters.

(ix) The Corporation shall cause the Trustee to execute and deliver the Certificates when ready for delivery.

7. The Closing. At 12:00 p.m., Eastern Time, on [Month] __, 2023 (such date herein called the "Date of Closing"), or at such later time or on such later date as may be mutually agreed upon by the School Board, the Corporation, the Trustee and the Underwriters, the School Board shall cause the Trustee, subject to the terms and conditions hereof, to deliver the Certificates to the account of the Underwriters in definitive form (all Certificates to bear proper CUSIP numbers), duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriters shall accept such delivery and pay the purchase price of the Certificates as set forth in Section 1 hereof, less the Good Faith Deposit, in federal funds to the order of the Trustee (such delivery of and payment for the Certificates herein called the "Closing"). The Closing shall occur at the offices of the School Board in Bradenton, Florida, or such other place as shall have been mutually agreed upon by the School Board, the Corporation, the Trustee and the Underwriters. The Certificates shall be prepared and delivered as fully registered certificates in the definitive form of one fully registered Certificate for each stated maturity of the Certificates and in the name in which The Depository Trust Company requests that the Certificates be registered and will be made available for inspection and checking by the Underwriters not later than 10:00 a.m. Eastern Time, on the

business day prior to the Date of Closing. It is the intent of the parties hereto that the Certificates will be issued and delivered through the "FAST" closing procedure of The Depository Trust Company for credit to the accounts designated by the Underwriters and the Certificates shall be delivered to the Trustee or as otherwise may be agreed to by the School Board and the Underwriters.

8. Closing Conditions. The Underwriters are entering into this Purchase Contract in reliance upon the representations and agreements of the School Board and the Corporation contained herein, and in reliance upon the representations and agreements to be contained in the documents and instruments to be delivered at the Closing, and upon the performance of the covenants and agreements herein, as of the date hereof and as of the Date of Closing. Accordingly, the Underwriters' obligation under this Purchase Contract to purchase, to accept delivery of and to pay for the Certificates shall be conditioned upon the performance of the covenants and agreements to be performed hereunder and under such other documents and instruments to be delivered at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The representations of the School Board and the Corporation contained herein shall be true, complete and correct on the date hereof and on and as of the Date of Closing, as if made on the Date of Closing, and a certificate to that effect shall be delivered to the Underwriters by the School Board and the Corporation at Closing.

(b) At the date of execution hereof and at the Closing, the Resolution and the Corporation Resolution shall each be in full force and effect, and shall not have been amended, modified or supplemented, except to the extent to which the Representative shall have given its prior written consent and there shall have been taken in connection therewith and in connection with the issuance of the Certificates all such action as, in the opinions of Nabors, Giblin & Nickerson, P.A., Special Counsel, and Greenberg Traurig, P.A., Counsel for the Underwriters, shall be necessary and appropriate in connection with the transactions contemplated hereby.

(c) At the Closing there will be no pending or threatened litigation or proceeding of any nature seeking to restrain or enjoin the issuance, sale or delivery of the Certificates, or the collection or application of the Basic Rent Payments to make payments on the Certificates or in any way contesting or affecting the validity or enforceability of the Certificates, the Resolution, the Corporation Resolution, the School Board Documents or the Corporation Documents or contesting in any way the proceedings of the School Board, the Corporation or the Trustee taken with respect thereto, or contesting in any way the due existence or powers of the School Board, the Corporation or the Trustee or the title of any of the members or officials of the School Board, the Corporation or the Trustee to their respective offices and the Underwriters will receive the certificates of the School Board, the Corporation and the Trustee to the foregoing effect, or opinions of Counsel to the School Board, the Corporation and the Trustee that any such litigation is without merit.

(d) There shall have been no material adverse change in the financial condition of the School Board since June 30, 2022.

(e) At the Closing, the Underwriters shall receive the following documents, each dated as of the Date of Closing:

(i) The opinion of Special Counsel, dated the Date of Closing, in substantially the form attached to the Offering Statement as Appendix G;

(ii) A supplemental opinion of Special Counsel, addressed to the Underwriters, [the Insurer,] the Corporation and the Trustee (except for the opinions required by Section 8(e)(ii)(2) and (6) hereof which may be addressed solely to the Underwriters), substantially to the effect that (A) the Underwriters, the Corporation and the Trustee may rely upon the opinions referred to in Section 8(e)(i) hereof as though addressed to them; (B) prior to termination of the Series 2023A Lease, the Certificates are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; (C) the School Board is a body corporate and politic and the governing body of the District duly organized and existing under the Constitution and laws of the State of Florida with full power and authority to adopt the Resolution, to lease-purchase the Series 2023A Project and enter into this Purchase Contract, the Series 2023A Lease, the Series 2023A Ground Lease, and the Disclosure Agreement; (D) the Trust Agreement and the Series 2023A Assignment Agreement will create a valid and enforceable pledge and an assignment of the Corporation's rights in and to the Series 2023A Lease (except for certain rights to indemnification and to receive notices and fees) and the money and securities held by the Trustee in the funds and accounts established under the Trust Agreement, in favor of the Trustee for the benefit of the holders of the Certificates; (E) the School Board has authorized the distribution of the Preliminary Offering Statement and has authorized, executed and delivered the Offering Statement and the distribution thereof, and (F) with respect to information in the Offering Statement and based upon said firms review of the Offering Statement as Special Counsel, and without having undertaken to determine independently the accuracy and completeness of the contents of the Offering Statement, the information in the Offering Statement under the headings (unless otherwise noted, the term "headings" includes all subheadings under a heading) entitled "INTRODUCTION," (excluding the information regarding projects, lease terms and principal amounts of outstanding certificates of participation with respect to other leases under the Master Lease, as to all of which no opinion need be expressed) "AUTHORIZATION," "DESCRIPTION OF THE SERIES 2023A CERTIFICATES," "SECURITY FOR THE SERIES 2023A CERTIFICATES," "THE MASTER LEASE-PURCHASE PROGRAM," "THE SERIES 2023A LEASE AGREEMENT" (excluding any financial, statistical and demographic information and information regarding [the Insurer and its Policy] and The Depository Trust Company or its book-entry only system of registration, as to all of which no opinion is expressed) insofar as the same purport to

describe the Certificates, the School Board Documents and the Assignment Agreements, constitute a fair summary of the information purported to be summarized therein. The statements in the Offering Statement on the cover relating to our opinion and under the caption "TAX MATTERS" are accurate statements or summaries of the matters therein set forth.

(iii) The opinion(s) of Dye, Harrison, Kirkland, Petruff, Pratt & St. Paul, PLLC, Counsel to the School Board and the Corporation, addressed to the Underwriters, the School Board, the Corporation, Special Counsel and the Trustee, substantially to the effect that: (1) the School Board is a body corporate and politic and the governing body of the District, duly organized and existing under the Constitution and laws of the State of Florida with full power and authority to adopt the Resolution and to lease purchase the Series 2023A Project and execute, deliver and perform its objectives, as the case may be, under the School Board Documents; (2) the School Board Documents have been duly authorized, executed and delivered by the School Board and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the School Board enforceable in accordance with their terms except to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency or other laws affecting creditors' or tenants' rights generally and the application of equitable principles; (3) the School Board has authorized, executed and delivered the Offering Statement and has duly authorized the distribution of the Preliminary Offering Statement and the Offering Statement; (4) the information in the Offering Statement as to legal matters relating to the School Board, the District, the Certificates, and the School Board Documents does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein in the light of the circumstances under which they were made, not misleading (except for the financial, statistical and demographic information contained in the Offering Statement, and information relating to regarding [the Insurer and its Policy and] DTC and its book entry only system of registration as to all of which no view need be expressed); (5) to the best of their knowledge, after due inquiry, the School Board is not in material breach of or material default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States or any applicable judgment or decree or any agreement, loan agreement, indenture, bond, note, material resolution, material agreement or other material instrument to which the School Board is a party or to which the School Board or any of its property or assets is otherwise subject, and no event has occurred and is continuing that with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; (6) the execution and delivery of School Board Documents and the adoption of the Resolution and compliance with the provisions on the School Board's part contained herein or therein, will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument

to which the School Board is a party or to which the School Board or any of its property or assets is otherwise subject, and any such execution, delivery, adoption or compliance will not result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the School Board under the terms of any such law, regulation or instrument, except as expressly provided by the Certificates and the School Board Documents; (7) the Resolution has been duly and lawfully adopted by the School Board, is in full force and effect and has not been altered, amended or repealed; (8) except as otherwise disclosed in the Offering Statement under the caption "LITIGATION," there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, government agency, public board or body, pending or, to the best of their knowledge, after due inquiry, threatened against or affecting the School Board, nor is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would have a materially adverse effect upon the transactions contemplated by the Offering Statement or the validity of the Certificates, the Resolution, or the School Board Documents; (9) all authorizations, consents, approvals and reviews of governmental bodies or regulatory authorities then required for the School Board's adoption, execution or performance of its obligations under the Resolution, and the School Board Documents have been obtained or effected, and they have no reason to believe that the School Board will be unable to obtain or effect any such additional authorization, consent, approval or review that may be required in the future for performance of any of them by the School Board; (10) there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, government agency, public board or body, pending or, to the best of their knowledge, after due inquiry, threatened against or affecting the Corporation, nor is there is any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would have a materially adverse effect upon the transactions contemplated by the Offering Statement or the validity of the Certificates, the School Board Documents or the Assignment Agreements; (11) the Corporation is a not-for-profit corporation duly incorporated and organized, validly existing and in good standing, under the laws of the State of Florida; (12) the Corporation Resolution has been duly and lawfully adopted by the Corporation, is in full force and effect and has not been altered, amended or repealed; (13) the Corporation Documents have each been duly authorized, executed and delivered by the Corporation and, assuming due authorization, execution and delivery by the other parties hereto and thereto, each constitutes a legal, valid, and binding agreement of the Corporation enforceable in accordance with its terms except to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and the application of equitable principles; (14) the information in the Offering Statement relating to the Corporation does not contain any untrue statement of a material fact or omit a material fact with respect to the Corporation necessary to make the statements therein in the light of the circumstances under which they were made, not misleading (except for the financial, statistical and demographic information contained in the

Offering Statement, and information relating to DTC and its book entry only system of registration as to all of which no view need be expressed); (15) the adoption of the Corporation Resolution and the execution and delivery of the Corporation Documents and compliance with the provisions on the Corporation's part contained herein or therein, will not conflict with or constitute a material breach of or default under any agreement or other instrument to which the Corporation is a party or to which the Corporation or any of its property or assets is otherwise subject; and (16) all authorizations, consents, approvals and reviews of governmental bodies or regulatory authorities then required for the Corporation's adoption, execution or performance of its obligations under the Corporation Resolution and the Corporation Documents have been obtained or effected and, they have no reason to believe that the Corporation will be unable to obtain or effect any such additional authorization, consent, approval or review that may be required in the future for performance of any of them by the Corporation.

(iv) A certificate, dated the Date of Closing, signed by the Chairman of the School Board and the Superintendent of the District or other appropriate officials satisfactory to the Representative, to the effect that, to the best knowledge of each of them: (A) the representations of the School Board contained herein are true and correct in all material respects as of the Date of Closing; (B) the School Board has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied under the Resolution and the School Board Documents as of the Date of Closing; (C) except as disclosed in the Offering Statement, there is no litigation of which either of them have notice, and to the best knowledge of each of them no litigation is pending or threatened (1) to restrain or enjoin the issuance or delivery of any of the Certificates, (2) in any way contesting or affecting any authority for the issuance of the Certificates or the validity of the Certificates, the Resolution, the Trust Agreement, the Assignment Agreements, or the School Board Documents, (3) in any way contesting the corporate existence or powers of the School Board, (4) to restrain or enjoin the collection of the Basic Rent Payments or the application thereof to make payments on the Certificates and to make other payments under the Series 2023A Lease, (5) which may result in any material adverse change in the business, properties, assets or financial condition of the School Board taken as a whole, or (6) asserting that the Offering Statement contains any untrue statement of a material fact or omits any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; (D) since June 30, 2022, no material adverse change has occurred in the financial position or results of operations of the School Board except as set forth in or contemplated by the Offering Statement, and the School Board has not incurred any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Offering Statement; and (E) the Offering Statement did not as of its date, and does not as of the Date of Closing contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading (provided

that no opinion need be expressed with respect to the information contained therein relating to DTC or its book-entry only system of registration [or the Insurer and its Policy]).

(v) A certificate, dated the Date of Closing, signed by the President of the Corporation or other appropriate officials satisfactory to the Representative, to the effect that, to the best of their knowledge: (A) the representations of the Corporation contained herein are true and correct in all material respects as of the Date of Closing; (B) the Corporation has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied under the Corporation Documents as of the Date of Closing; (C) except as disclosed in the Offering Statement, there is no litigation of which they have notice, and to the best of their knowledge no litigation is pending or threatened (1) to restrain or enjoin the issuance or delivery of any of the Certificates, (2) in any way contesting or affecting any authority for the issuance of the Certificates or the validity of the Certificates, the Corporation Resolution or the Corporation Documents, (3) in any way contesting the corporate existence or powers of the Corporation, (4) to restrain or enjoin the collection or payment of the Basic Rent Payments or assignment thereof, (5) which may result in any material adverse change in the business, properties, assets or financial condition of the Corporation taken as a whole, or (6) asserting that the Offering Statement contains any untrue statement of a material fact or omits any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; and (D) the information contained in the Offering Statement did not as of its date, and does not as of the Date of Closing, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

(vi) An opinion dated the Date of Closing and addressed to the School Board and the Underwriters of counsel to the Trustee, to the effect that:

(A) The Trustee is a national banking association, validly existing and in good standing under the laws of the United States and has authority to execute and deliver and to perform all of its obligations under the Trust Agreement, the Assignment Agreements, and the Certificates.

(B) The execution and delivery of and performances by the Trustee of its obligations under the Trust Agreement, the Assignment Agreements, and the Certificates are within the trust powers of the Trustee.

(C) The Trustee has the legal power and authority to execute and deliver the Certificates and the Certificates have been duly authenticated, executed and delivered in accordance with the Trust Agreement.

(D) The Trust Agreement and the Assignment Agreements have each been duly authorized, executed and delivered by the Trustee, and each constitutes the legal, valid and binding obligation of the Trustee enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, moratorium, insolvency or similar laws affecting the rights of creditors generally and by general principles of equity.

(vii) A certificate dated the Date of Closing, signed by an authorized officer of the Trustee to the effect that: (A) the Trustee is a national banking association duly organized and in good standing under the laws of the United States; (B) the Trustee has full corporate power, authority and legal right to execute and deliver, and perform its obligations under the Trust Agreement, the Assignment Agreements, and the Certificates and has taken any and all actions and has obtained any and all consents and approvals required in connection with the foregoing; (C) the execution, delivery and acceptance of the Trust Agreement, the Assignment Agreements, the Certificates, and all actions necessary or appropriate to carry out and consummate the transactions contemplated hereby and thereby, are within the trust powers of the Trustee; (D) to the best of its knowledge after due inquiry, the execution and delivery of, and the performance under, each of the foregoing will not conflict with, violate or result in a breach of or constitute a default under the Trustee's charter or bylaws or a material default under any indenture, agreement or other instrument by which the Trustee or any of its properties may be bound or any material constitutional or statutory provision or order, rule, regulation, decree or ordinance of any federal or state court, government or governmental body having jurisdiction over the Trustee or any of its property and by which the Trustee or any of its property may be bound; (E) to the best of its knowledge after due inquiry, there is no litigation, proceeding or investigation relating to the Trustee before or by any court, public board or body pending or, to the knowledge of the Trustee, threatened against or affecting the Trustee, challenging the validity of, or in which an unfavorable decision, ruling or finding would materially adversely affect the Trust Agreement, or the Assignment Agreements; (F) the Certificates have been duly executed and delivered in accordance with the Trust Agreement; and (G) the Trustee has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied under the Trust Agreement, the Assignment Agreements, and the Certificates at or prior to the Closing.

(viii) An opinion, dated the Date of Closing and addressed to the School Board (with a reliance letter relating thereto addressed to the Underwriters), of Bryant Miller Olive P.A., disclosure counsel to the School Board, substantially to the effect that no facts have come to the attention of the attorneys rendering legal services in connection with the Certificates that cause them to believe that the Offering Statement as of its date or as of the Closing Date, contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, they

assume no responsibility for the accuracy, completeness, or fairness of the statements contained in the Offering Statement (including any appendices, schedules, and exhibits thereto), nor do they express any belief with respect to any demographic, financial, statistical and operating data, and forecasts, projections, numbers, estimates, assumptions, and expressions of opinion[, and information concerning the Policy and the Insurer], and information concerning The Depository Trust Company and the book-entry system for the Certificates contained or incorporated by reference in the Offering Statement (including any appendices, schedules, and exhibits thereto), which may be expressly excluded.

(x) Each of the School Board Documents and the Corporation Documents, fully executed by the respective parties thereto.

(xi) Evidence satisfactory to the Representative that S&P Global Ratings, a business of Standard & Poor's Financial Services LLC ("S&P") has issued a rating of "_____" [based on the issuance of the Policy by the Insurer] and Moody's Investors Service, Inc. ("Moody's") has rated the Certificates at least "_____" [without regard to the issuance of the Policy], and that such ratings are in effect on the Date of Closing.

(xii) A written order to the Trustee from the Corporation to execute and deliver the Certificates.

(xiii) A certificate of an authorized representative of the School Board deeming the Preliminary Offering Statement "final" as of its date for purposes of the SEC Rule, except for "permitted omissions" as defined in the SEC Rule.

(xv) A Tax Certificate of the School Board, in form and substance satisfactory to Special Counsel, executed by such officials of the School Board as shall be satisfactory to the Representative.

(xvi) [A certificate of an officer of the Insurer or opinion of counsel to the Insurer, dated the Date of Closing, addressed to the Underwriters and the School Board, in form and substance satisfactory to the Representative and the School Board, substantially to the effect that (A) the Insurer is duly qualified to do business in the State of Florida; (B) the Insurer has full corporate power and authority to execute and deliver the Policy and the Policy has been duly authorized, executed and delivered by the Insurer and constitutes a legal, valid and binding obligation of the Insurer enforceable in accordance with its terms; (C) the statements contained in the Offering Statement under the heading "CERTIFICATE INSURANCE" insofar as such statements constitute summaries of the matters referred to therein, accurately reflect and fairly present the information purported to be shown and, insofar as such statements purport to describe the Insurer, fairly and accurately describe the Insurer; (D) the Insurer has not been in default after December 31, 1975, as to principal or interest with respect to any obligations insured by the Insurer; (E) proceedings legally

required for the issuance of the Policy has been taken by the Insurer and licenses, orders, consents or other authorizations or approvals of any governmental boards or bodies legally required for the enforceability of the Policy has been obtained; and (F) proceedings not taken and any licenses, authorizations or approvals not obtained are not material to the enforceability of the Policy.]

(xvii) [A true and correct copy of the Policy.]

(xvii) Such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably require to evidence the truth and accuracy, as of the date hereof and as of the Date of Closing, of the representations, agreements and warranties contained herein and of the statements and information contained in the Offering Statement and the due performance or satisfaction on or prior to the Date of Closing of all the agreements then to be performed and conditions then to be satisfied by the School Board, the Corporation or the Trustee.

All of the evidence, opinions, letters, certificates, instruments and other documents, mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in the form specified herein or are otherwise in form and substance satisfactory to the Representative and its Counsel.

If the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates contained in this Purchase Contract are not satisfied, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor the School Board, the Corporation or the Trustee shall be under any further obligation hereunder, except that the respective obligations of the School Board and the Underwriters set forth in Section 10 hereof shall continue in full force and effect and the Good Faith Deposit specified in Section 5 hereof shall be returned to the Representative.

9. Termination. The Underwriters may terminate this Purchase Contract by notice to the School Board and the Corporation in the event that between the date hereof and the Closing (a) legislation shall be enacted by the Congress of the United States or adopted by either House thereof or a decision by a court of the United States having jurisdiction of the subject matter or the Tax Court of the United States shall be rendered or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other Florida or Federal governmental agency, having jurisdiction of the subject matter, shall be made, with respect to Florida or Federal taxation of revenues or other income of the general character expected to be derived under the Master Lease from the School Board or upon interest received on securities of the general character of the Certificates or which would have the effect of changing, directly or indirectly, the Federal income tax consequences of the ownership of the Certificates or the receipt of interest on securities of the general character of the Certificates in the

hands of the holders thereof, which in the reasonable opinion of the Representative would materially adversely affect the market for the Certificates or the sale, at the contemplated offering prices (or yields), by the Underwriters of the Certificates; (b) there shall have occurred any outbreak or escalation of hostilities or any national or international emergency, calamity or crisis, financial or otherwise, affecting the effective operation of the government of, or the financial community in, the United States, including a general suspension of trading on any national securities exchange, which, in the reasonable opinion of the Representative, materially adversely affects the market for the Certificates or the sale, at the contemplated offering prices (or yields), by the Underwriters of the Certificates; (c) the marketability of the Certificates or the sale of the Certificates at the contemplated offering prices as stated in this Purchase Contract, in the reasonable opinion of the Representative, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets, making it impracticable for the Underwriters to market the Certificates or to enforce contracts for the sale of the Certificates; (d) a general banking moratorium shall have been established by Federal, New York or Florida authorities; (e) any event shall have occurred or shall exist which, in the reasonable opinion of the Representative, would or might cause the information contained in the Offering Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading as of such time, and the Offering Statement cannot be amended in accordance with Section 6(a)(viii) herein in such manner which prevents the market for the Certificates or the sale, at the contemplated offering prices (or yields), by the Underwriters of the Certificates to be materially adversely affected, in the reasonable opinion of the Representative; (f) legislation shall be enacted, or a decision by a court of the United States, having jurisdiction of the subject matter, shall be rendered, that, in the reasonable opinion of Counsel for the Underwriters, has the effect of requiring the contemplated distribution of the Certificates or any action or instrument pertaining thereto to be registered under the Securities Act of 1933, as amended, or under Florida law, or of requiring the Trust Agreement, or any instrument or act pertaining thereto to be qualified under the Trust Indenture Act of 1939, as amended; (g) there shall have been any materially adverse change in the affairs of the School Board that, in the opinion of the Representative, materially and adversely affects the market price or marketability of the Certificates or the ability of the Underwriters to enforce contracts for the sale of the Certificates; (h) legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the United States Securities and Exchange Commission (the "Commission") which, in the reasonable opinion of Counsel to the Underwriters, has the effect of requiring the contemplated distribution of the Certificates to be registered under the Securities Act of 1933, as amended, or the Trust Agreement to be qualified under the Trust Indenture Act of 1939, as amended, or any laws analogous thereto relating to governmental bodies; (i) legislation shall be introduced by amendment or be enacted by, the House of Representatives or the Senate of the Congress of the United States of America, or a decision by a Court of the United States of America, having jurisdiction of the subject matter, shall be rendered, or a stop order, ruling, release, regulation, or no-action letter by or on behalf of the Commission or any other governmental agency having

jurisdiction of the subject matter of the Certificates shall have been proposed, issued or made to the effect that the issuance, offering or sale of the Certificates, including all the underlying obligations as contemplated by this Purchase Contract or by the Offering Statement, or any document relating to the issuance, offering or sale of the Certificates is or would be in violation of any of the federal securities laws at Closing, including the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect or the Trust Indenture Act of 1939, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of obligations of the general character of the Certificates, as contemplated by this Purchase Contract; (j) there shall have occurred, after the signing of this Purchase Contract, either a financial crisis or a default with respect to the debt obligations of the School Board, or proceedings under the federal or Florida bankruptcy laws shall have been instituted by the School Board or the Corporation, in either case the effect of which in the reasonable judgment of the Representative, is such as to materially and adversely affect: (1) the market price or the sale at the contemplated offering prices as stated in this Purchase Contract, by the Underwriters of the Certificates or (2) the ability of the Underwriters to enforce contracts for the sale of the Certificates; (k) any United States national securities exchange, or any United States governmental authority, shall impose as to the Certificates or any obligation of the general character of the Certificates, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of the Underwriters, or the establishment of material restrictions upon trading of securities, including limited or minimum prices, by any such governmental authority or by any such national securities exchange; or (l) other than with respect to the litigation described in the Offering Statement, legal action shall have been filed against the School Board or the Corporation from which an adverse ruling would, in the opinion of the Representative, materially adversely affect the transactions contemplated by this Purchase Contract or by the Offering Statement or the validity of the Certificates, the School Board Documents, the Corporation Documents or this Purchase Contract.

10. Expenses.

(a) The School Board agrees to pay all expenses incident to the performance of its obligations under this Purchase Contract, including, but not limited to: (i) the cost of the preparation, printing or other reproduction (for distribution prior to, on, or after the date of acceptance of this Purchase Contract) of copies of the Preliminary Offering Statement and Offering Statement; (ii) charges made by rating agencies for the rating of the Certificates; (iii) the fees and disbursements of the Trustee; (iv) the fees and disbursements of Special Counsel, Disclosure Counsel, the Financial Advisor and of any other experts or consultants retained by the School Board; (v) the cost of any consent letters, statements or certificates delivered by the School Board's consultants; (vi) the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure undertaking compliance review; and (vii) out-of-pocket expenses of the School Board or any expenses incurred by the Underwriters on behalf of the School Board's employees and representatives which are incidental to implementing this Purchase Contract.

(b) The Underwriters shall pay expenses related to the initial purchase and sale of the Certificates as follows: (i) all advertising expenses in connection with the public offering of the Certificates; (ii) expenses and fees of its Counsel; and (iii) all other expenses incurred by them in connection with the public offering of the Certificates.

(c) In the event either the School Board or the Underwriters shall have paid obligations of the other as set forth in this Section, appropriate reimbursement and adjustments shall be made at the time of Closing.

11. Notices. Any notice or other communication to be given to the School Board or the Corporation under this Purchase Contract may be given by delivering the same to the School Board, 215 Manatee Avenue W., Bradenton, Florida 34205, to the attention of the Deputy Superintendent of Business Services and any notice or other communications to be given to the Underwriters under this Purchase Contract may be given by delivering the same in writing to Raymond James & Associates, Inc., Attention: Rick Patterson, 880 Carillon Parkway, St. Petersburg, Florida 33716.

12. Parties in Interest.

(a) This Purchase Contract is made solely for the benefit of the School Board, the Corporation and the Underwriters (including the successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the representations and agreements of the School Board and the Corporation contained in this Purchase Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriters; (ii) delivery of and payment for the Certificates pursuant to this Purchase Contract; or (iii) any termination of this Purchase Contract, but only to the extent provided by the last paragraph of Section 8 hereof.

(b) No covenant, stipulation, obligation or agreement contained in this Purchase Contract shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the School Board in his individual capacity and neither the members of the School Board nor any official executing this Purchase Contract shall be liable personally under this Purchase Contract or be subject to any personal liability or accountability by reason of the execution hereof.

13. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance hereof on behalf of the School Board and the Corporation by their duly authorized officers and shall be valid and enforceable at the time of such acceptance.

14. Counterparts. This Purchase Contract may be executed in several counterparts, which together shall constitute one and the same instrument.

15. Florida Law Governs. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of Florida, without giving effect to conflicts of law provisions.

16. Entire Agreement. This Purchase Contract when accepted by the School Board and the Corporation in writing as heretofore specified shall constitute the entire agreement between us.

17. Headings. The headings of the Sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be part hereof.

[Remainder of page intentionally left blank]

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC., as
Representative of the Underwriters

By:_____
Rick Patterson
Managing Director

This Certificate Purchase Contract for the Certificates is accepted as of the date hereof:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

By: _____
Superintendent

MANATEE SCHOOL BOARD LEASING CORPORATION

By: _____
President

ATTEST:

By: _____
Secretary

APPENDIX A

MATURITY SCHEDULE

$_____
THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

$_____ Serial Certificates

Maturity (July 1)	Principal Amount	Interest Rate	Yield[(1)]	Price[(1)]

_____

(1) [Yield and Price calculated to first optional prepayment date of July 1, 2033.]

APPENDIX B

PREPAYMENT PROVISIONS
OF CERTIFICATES

(a) The Certificates are not subject to extraordinary prepayment prior to maturity pursuant to Section 6.03(g) of the Master Trust Agreement or Section 5.08(c) of the Lease Agreement.

(b) The Series 2023A Certificates maturing on or before July 1, 20__ are not subject to prepayment at the option of the Board. The Series 2023A Certificates maturing on and after July 1, 20___ may be prepaid, from prepayments of Basic Rent made by the Board pursuant to the Series 2023A Lease Agreement, in whole or in part on July 1, 20___ or any date thereafter, and if in part, in such order of maturities as may be designated by the Board or if not so designated, in the inverse order of maturities, and by lot within a maturity in such manner as may be designated by the Trustee, at a Prepayment Price equal to the principal portion of Series 2023A Certificates to be prepaid, plus accrued interest to the prepayment date.

(c) The Series 2023A Certificates maturing on July 1, 20___ are subject to mandatory prepayment prior to maturity in part, from payments of the principal portion of Basic Rent Payments on each July 1 in the years and in the amounts set forth below at a Prepayment Price of par plus the interest accrued to the prepayment date.

July 1 of the Year	Principal Amount

_____
*Final maturity

(d) Notwithstanding the provisions of Section 5.04(a) of the Master Trust Agreement, notice of any prepayment of Certificates shall either (i) explicitly state that the proposed prepayment is conditioned on there being on deposit in the applicable fund or account on the prepayment date sufficient funds to pay the full prepayment price of the Certificates to be prepaid, or (ii) be sent only if sufficient funds or Refunding Securities (as defined in the Master Trust Agreement) to pay the full Prepayment Price of the Certificates to be prepaid is on deposit in the applicable fund or account. In the event the conditions stated in the notice of prepayment are not satisfied on the proposed prepayment date, such prepayment shall not occur and such notice of prepayment shall be of no further force or effect. Except as provided herein, the

Certificates shall be called for prepayment upon the notice and in the manner provided in Article V of the Master Trust Agreement.

APPENDIX C

DISCLOSURE STATEMENT

The undersigned, Raymond James & Associates, Inc. (the "Representative"), as representative of itself and the other Underwriters (collectively, the "Underwriters") proposes to enter into an agreement with The School Board of Manatee County, Florida, for the purchase of $_____ aggregate principal amount of Certificates of Participation, Series 2023A (the "Certificates"), to be completed on this date. Prior to the award of the Certificates, the following information is hereby furnished to the School Board:

1. Set forth is an itemized list of the name and estimated amounts of expenses to be incurred by the Underwriters in connection with the issuance of the Certificates:

	$/1,000	$ Amount
Underwriters' Counsel Fees		
Underwriters' Counsel Expenses		
DTC		
CUSIP		
Ipreo (Gameday)		
Travel/Miscellaneous		
TOTAL		

2. Set forth below are the names, addresses and estimated amounts of compensation of all "finders", as defined in Section 218.386, Florida Statutes:

NONE

3. Set forth below is the Management Fee to be paid to the Underwriters in connection with the issuance of the Certificates:

NONE

4. The amount of the underwriting spread expected to be realized is as follows:

	$/1,000	$ Amount
Underwriters' Expenses		
Average Takedown		
TOTAL		

5. Set forth below are all fees, bonuses and other compensation estimated to be paid by the Underwriters on behalf of the School Board from Certificate proceeds in connection with the Certificate issue to all persons not regularly employed or retained by them.

NONE

6. The names and addresses of the Underwriters are as follows:

Raymond James & Associates, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716

PNC Capital Markets LLC
201 North Franklin Street, Suite 1500
Tampa, Florida 33602

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement this ___ day of May, 2023.

RAYMOND JAMES & ASSOCIATES, INC., as Representative of the Underwriters

By: _____
Rick Patterson
Managing Director, Public Finance

SCHEDULE 1 TO APPENDIX C

TRUTH-IN-BONDING STATEMENT

May __, 2023

The School Board of Manatee County, Florida
Bradenton, Florida

Manatee School Board Leasing Corporation
Bradenton, Florida

Re:

$_____
CERTIFICATES OF PARTICIPATION
(The School Board of Manatee County, Florida Master Lease Program), Series 2023A
Evidencing an Undivided Proportionate Interest of
Owners thereof in Basic Rent Payments to be made under a Master
Lease-Purchase Agreement by The School Board of Manatee County, Florida

Ladies and Gentlemen:

In connection with the proposed issuance by the School Board of the above-captioned Certificates of Participation (the "Certificates"), Raymond James & Associates, Inc., as representative of the Underwriters (the "Representative"), is underwriting a public offering of the Certificates pursuant to a Certificate Purchase Contract (the "Purchase Contract"), dated May___, 2023, between the Underwriters, the Corporation and the School Board.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385(2) and (3), Florida Statutes, as amended, the truth-in-bonding statement required thereby, as follows:

The Certificates will be issued for the purposes which are more described in the Purchase Contract. This debt or obligation is expected to be repaid over a period of approximately _____ years. At a true interest cost of approximately _____%, total interest paid over the life of the debt or obligation will be $_____.

The Certificates are expected to be paid solely from the Basic Rent Payments payable under the Series 2023A Lease (as defined in the Purchase Contract). All such Basic Rent Payments are subject to annual appropriation by the School Board, and other funds provided therefor in the Trust Agreement (as defined in the Purchase Contract).

The Certificates are not secured by a pledge of the faith and credit of the Corporation, of the School Board or of the State of Florida or of any political subdivision thereof, and do not create an indebtedness of the State or of any political subdivision thereof. Approving the Certificates and entering into the Series 2023A Lease (the "Series 2023A Lease") will result in approximately $_____ (representing the average annual lease payments with respect to the Certificates) of such funds of the School Board not being available for other services or purposes of the School Board each year the Series 2023A Lease are in effect, but in no event for longer than ____ years.

The foregoing is provided for information purposes only and shall not affect or control the actual terms and conditions of the Certificates.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC., as Representative of the Underwriters

By: _____
Rick Patterson
Managing Director, Public Finance

APPENDIX D

FORM OF ISSUE PRICE CERTIFICATE

$_____

CERTIFICATES OF PARTICIPATION
(The School Board of Manatee County, Florida Master Lease Program), Series 2023A
Evidencing an Undivided Proportionate Interest of
Owners thereof in Basic Rent Payments to be made under a Master
Lease-Purchase Agreement by The School Board of Manatee County, Florida

ISSUE PRICE CERTIFICATE

The undersigned, Raymond James & Associates, Inc. (the "Representative"), on behalf of itself and PNC Capital Markets LLC (collectively, the "Underwriting Group") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Certificates").

1. ***Sale of the Certificates.*** As of the date of this certificate, for each Maturity of the Certificates, the first price at which at least 10% of such Maturity of the Certificates was sold to the Public is the respective price listed in Schedule A.

2. Defined Terms.

(a) *Issuer* means The School Board of Manatee County, Florida.

(b) *Maturity* means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is May ___, 2023.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public

(including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Certificates, and by Special Counsel in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Certificates.

[Signature page to follow]

RAYMOND JAMES & ASSOCIATES, INC.

By:_____
Name: James A. Wright
Its: Managing Director – Municipal Underwriting

Dated: [Month] __, 2023.

SCHEDULE A

MATURITY SCHEDULE

$_____
THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

$_____ Serial Certificates

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price

[Hold-the-Offering-Price Maturities Certificates]

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price

EXHIBIT E

FORM OF THIRTEENTH AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT

This document prepared by:

Ritesh S. Patel, Esq.
Nabors, Giblin & Nickerson, P.A.
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607

THIRTEENTH AMENDMENT TO
ASSIGNMENT OF LEASE AGREEMENT

by and between

MANATEE SCHOOL BOARD LEASING CORPORATION,
as Lessor

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as successor Trustee

Dated [MONTH] 1, 2023

TABLE OF CONTENTS

SECTION 1.	RECITALS	1
SECTION 2.	ASSIGNMENT	4
SECTION 3.	ACCEPTANCE	4
SECTION 4.	CORPORATION'S REPRESENTATIONS, WARRANTIES, AND COVENANTS.	4
SECTION 5.	CONFLICTS; ASSIGNMENT AGREEMENT TO CONTINUE IN FORCE	4
SECTION 6.	COUNTERPARTS	5
SECTION 7.	LAW	5

THIRTEENTH AMENDMENT TO
ASSIGNMENT OF LEASE AGREEMENT

THIS THIRTEENTH AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT, is made and entered into on **[**MONTH**]** 1, 2023, by and between the **MANATEE SCHOOL BOARD LEASING CORPORATION,** a not-for-profit corporation duly organized and validly existing under the laws of the State of Florida (the "Corporation") and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association with corporate trust powers duly qualified to enter into this Thirteenth Amendment to Assignment of Lease Agreement, not in its individual capacity but solely as successor trustee (the "Trustee");

W I T N E S S E T H:

In the joint and initial exercise of their powers, in consideration of the mutual covenants herein contained, and for other valuable consideration, the parties hereto recite and agree as follows:

SECTION 1. RECITALS. (a) The Corporation and The School Board of Manatee County, Florida (the "Board") have entered into the Master Lease-Purchase Agreement, dated as of June 1, 1996 (which, together with all amendments and Lease Schedules thereto, shall be referred to herein as the "Lease Agreement"), between the Corporation and the Board, whereby the Corporation has agreed to lease to the Board, and the Board has agreed to lease from the Corporation, the Projects, as described in the Lease Agreement.

(b) The Corporation and Trustee have entered into the Assignment of Lease Agreement, dated as of June 1, 1996, as amended and supplemented as hereinafter described (the "Assignment Agreement"), which Assignment Agreement has been recorded at Official Records Book 1492, page 2362, of the Public Records of Manatee County, Florida.

(c) The Corporation and Trustee amended the Assignment Agreement to acknowledge Amended and Restated Lease Schedule No. 1996 by entering into the First Amendment to Assignment of Lease Agreement, dated as of January 1, 1998 (the "First Amendment to Assignment Agreement"), which First Amendment to Assignment Agreement has been recorded at Official Records Book 1541, page 4859, of the Public Records of Manatee County, Florida.

(d) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2004-QZAB by entering into the Second Amendment to Assignment of Lease Agreement, dated as of July 22, 2004 (the "Second Amendment to Assignment Agreement"), which Second Amendment to Assignment Agreement has been

recorded at Official Records Book 1945, page 4536, of the Public Records of Manatee County, Florida.

(e) The Corporation and the Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2005A by entering into the Third Amendment to Assignment of Lease Agreement, dated as of March 1, 2005 (the "Third Amendment to Assignment Agreement"), which Third Amendment to Assignment Agreement has been recorded at Official Records Book 2006, page 1498, of the Public Records of Manatee County, Florida.

(f) The Corporation and the Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2005-QZAB by entering into the Fourth Amendment to Assignment of Lease Agreement, dated as of December 20, 2005 (the "Fourth Amendment to Assignment Agreement"), which Fourth Amendment to Assignment Agreement has been recorded at Official Records Book 02094, page 1677, of the Public Records of Manatee County, Florida.

(g) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2007 by entering into the Fifth Amendment to Assignment of Lease Agreement, dated as May 1, 2007 (the "Fifth Amendment to Assignment Agreement"), which Fifth Amendment to Assignment Agreement has been recorded at Official Records Book 02208, Page 7071, of the Public Records of Manatee County, Florida.

(h) The Corporation and Trustee amended the Assignment Agreement to acknowledge Second Amended and Restated Lease Schedule No. 1996 by entering into the Sixth Amendment to Assignment of Lease Agreement, dated as February 1, 2008 (the "Sixth Amendment to Assignment Agreement"), which Sixth Amendment to Assignment Agreement has been recorded at Official Records Book 02250, Page 0625, of the Public Records of Manatee County, Florida.

(i) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2009 by entering into the Seventh Amendment to Assignment of Lease Agreement, dated as of May 1, 2009 (the "Seventh Amendment to Assignment Agreement"), which Seventh Amendment to Assignment Agreement has been recorded at Official Records Book 02299, Page 7111, of the Public Records of Manatee County, Florida.

(j) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2010A by entering into the Eighth Amendment to Assignment of Lease Agreement, dated as of October 1, 2010 (the "Eighth Amendment to Assignment Agreement"), which Eighth Amendment to Assignment Agreement has been recorded at Official Records Book 02357, Page 6787, of the Public Records of Manatee County, Florida.

(k) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2011A by entering into the Ninth Amendment to Assignment of Lease Agreement, dated as of May 1, 2011 (the "Ninth Amendment to Assignment Agreement"), which Ninth Amendment to Assignment Agreement has been recorded at Official Records Book 2379, Page 3265, of the Public Records of Manatee County, Florida.

(l) The Corporation and Trustee amended the Assignment Agreement to acknowledge Amended and Restated Lease Schedule No. 2005A and Amended and Restated Lease Schedule No. 2007 by entering into the Tenth Amendment to Assignment of Lease Agreement, dated as of December 1, 2015 (the "Tenth Amendment to Assignment Agreement"), which Tenth Amendment to Assignment Agreement has been recorded at Official Records Book 2600, Page 1368, of the Public Records of Manatee County, Florida.

(m) The Corporation and Trustee amended the Assignment Agreement to acknowledge Amended and Restated Lease Schedule No. 2009 by entering into the Eleventh Amendment to Assignment of Lease Agreement, dated as of October 1, 2016 (the "Eleventh Amendment to Assignment Agreement"), which Eleventh Amendment to Assignment Agreement has been recorded at Official Records Book 2646, Page 78, of the Public Records of Manatee County, Florida.

(n) The Corporation and Trustee amended the Assignment Agreement to acknowledge Third Amended and Restated Lease Schedule No. 1996 and Amended and Restated Lease Schedule No. 2011A by entering into the Twelfth Amendment to Assignment of Lease Agreement, dated December 20, 2017 (the "Twelfth Amendment to Assignment Agreement"), which Twelfth Amendment to Assignment Agreement has been recorded at Official Records Book 2706, Page 5474, of the Public Records of Manatee County, Florida.

(o) The Corporation and the Trustee deem it necessary to further amend the Assignment Agreement to acknowledge Lease Schedule No. 2023A by entering into this Thirteenth Amendment to Assignment of Lease Agreement (the "Thirteenth Amendment to Assignment Agreement").

(p) The Certificates shall be issued from time to time in order to finance and refinance the acquisition, construction and installation of the Projects and the proceeds of the Certificates shall be deposited with the Trustee and shall be held and applied in accordance with the Trust Agreement.

(q) Pursuant to the Lease Agreement, the Board is obligated to make certain Lease Payments to the Corporation, or its assignee. In order to secure the Certificates, the Corporation is willing to assign and transfer its rights and interests under the Lease Agreement to the Trustee for the benefit of the Owners of the respective Certificates.

(r) Each of the parties hereto has authority to enter into this Thirteenth Amendment to Assignment Agreement and has taken all actions necessary to authorize its officer to enter into it.

(s) The capitalized words and terms used in this Thirteenth Amendment to Assignment Agreement, but not otherwise defined herein, shall have the meanings assigned to such words and terms in Exhibit A to the Lease Agreement.

SECTION 2. ASSIGNMENT. The Corporation, for good and valuable consideration received, does hereby irrevocably sell, assign and transfer to the Trustee, for the benefit of the Owners of the Certificates, all of its right, title and interest in the Lease Agreement, as amended and supplemented, in particular as amended and supplemented by Lease Schedule No. 2023A (other than the right to receive indemnification pursuant to the Lease Agreement, the right to enter into Lease Schedules from time to time and its obligations provided in Section 6.03 of the Lease Agreement), including its right to receive Lease Payments from the Board under the Lease Agreement and its right to use, sell and re-let the Projects (under the circumstances contemplated by the Lease Agreement), and the right to exercise such rights and remedies as are conferred on the Corporation by the Lease Agreement. All rights of the Corporation in each Lease Schedule shall be assigned to the Trustee upon execution and delivery thereof. The Lease Payments shall be applied, and the rights so assigned shall be exercised, by the Trustee as provided in the Trust Agreement. Except for any Lease Schedules which are hereafter attached to the Lease Agreement and hereafter assigned by the Corporation to the Trustee pursuant to an amendment to the Assignment of Lease Agreement, as previously amended and supplemented, the sale, assignment and conveyance of the rights, title and interest of the Corporation under and to the Lease Agreement are immediately complete and effective for all purposes.

SECTION 3. ACCEPTANCE. The Trustee hereby accepts such assignment in trust for the purpose of securing payment of the Certificates and securing the rights of the Owners of the Certificates issued pursuant to the Trust Agreement.

SECTION 4. CORPORATION'S REPRESENTATIONS, WARRANTIES, AND COVENANTS. The Corporation hereby confirms that the representations, warranties, and covenants of the Corporation set forth in Section 5 of the Assignment Agreement are true and correct and in full force as of the date hereof.

SECTION 5. CONFLICTS; ASSIGNMENT AGREEMENT TO CONTINUE IN FORCE. Except as herein expressly amended and supplemented, the Assignment Agreement and all the terms and provisions thereof are and shall remain in full force and effect; provided, however, that in the event of a conflict between the terms of this Thirteenth Amendment to Assignment Agreement and the Assignment Agreement, the terms of this Thirteenth Amendment to Assignment Agreement shall govern.

SECTION 6. COUNTERPARTS. This Thirteenth Amendment to Assignment Agreement may be executed in counterparts, and each of said counterparts shall be deemed an original for all purposes of this Thirteenth Amendment to Assignment Agreement. All of such counterparts taken together shall be deemed to be one and the same instrument.

SECTION 7. LAW. This Thirteenth Amendment to Assignment Agreement shall be construed under the laws of the State of Florida.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Thirteenth Amendment to Assignment Agreement by their officers thereunto duly authorized as of the day and year first written above.

(SEAL)

Witness: _____

Name: _____

Witness: _____

Name: _____

MANATEE SCHOOL BOARD LEASING CORPORATION, as Lessor

By: _____
Name: Chad Choate III
Title: President
Address: 215 Manatee Avenue W.
Bradenton, Florida 34205

Witness: _____

Name: _____

Witness: _____

Name: _____

ATTEST:

By: _____
Name: Cynthia Saunders
Title: Secretary
Address: 215 Manatee Avenue W.
Bradenton, Florida 34205

Witness: _____

Name: _____

Witness: _____

Name: _____

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor Trustee

By: _____
Name: Paul Henderson
Title: Assistant Vice President
Address: 225 Water Street, Suite 700
Jacksonville, Florida 32202

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2023, by Chad Choate III and Cynthia Saunders, the President and Secretary/Treasurer, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2023, by Paul Henderson, Assistant Vice President of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

EXHIBIT F

FORM OF ASSIGNMENT OF GROUND LEASE

This document prepared by:

Ritesh S. Patel, Esq.
Nabors, Giblin & Nickerson, P.A.
2502 Rocky Point Drive, Suite 1060
Tampa, Florida 33607

ASSIGNMENT OF GROUND LEASE

from the

MANATEE SCHOOL BOARD LEASING CORPORATION

to

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as successor Trustee

ASSIGNMENT OF GROUND LEASE

KNOW ALL MEN BY THESE PRESENTS, that the **MANATEE SCHOOL BOARD LEASING CORPORATION,** a Florida single-purpose, not-for-profit corporation (the "Corporation"), for and in consideration of good and valuable considerations to it in hand paid by **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, not in its individual capacity, but solely as successor trustee (the "Trustee"), the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over unto the Trustee the instrument of ground lease and the leasehold estate created by said instrument of ground lease, being that certain Ground Lease Agreement, dated as of **[**MONTH**]** 1, 2023, as the same may be supplemented, modified or amended from time to time (the "Ground Lease"), a Memorandum of Ground Lease Agreement describing which has been duly recorded in the public records of Manatee County, Florida, granted by the School Board of Manatee County, Florida, (the "Board"), acting as the governing body of the School District of Manatee County, Florida to the Corporation in and to the Premises described therein; and

TO HAVE AND TO HOLD THE said instrument of ground lease, the leasehold estate created thereby, and any buildings and improvements thereon, unto Trustee, its successors and assigns forever; and

SECTION 1. ACCEPTANCE. The Trustee hereby accepts such assignment in trust for the purpose of securing payment of the Certificates relating to the Series 2023A Project and securing the rights of the Owners of such Certificates issued pursuant to the Trust Agreement.

SECTION 2. CONDITIONS. This Assignment of Ground Lease shall confer no rights and impose no duties upon the Trustee beyond those expressly provided in the Trust Agreement relating to the Series 2023A Project.

SECTION 3. REPRESENTATIONS AND AGREEMENTS. (a) With respect to the sale, assignment and conveyance of the rights, title and interest of the Corporation under the Ground Lease, the Corporation represents, warrants and covenants to and with the Trustee, for the benefit of the Owners of the Certificates, that:

(i) The Corporation is a not-for-profit educational corporation duly organized, validly existing and in good standing under the laws of the State of Florida, with corporate powers and authority to own its property and carry on its business as now being conducted.

(ii) The Corporation is duly qualified to transact business and hold property and is in good standing in the State of Florida and wherever necessary to perform its obligations under the Ground Lease, the Trust Agreement and this Assignment of Ground Lease.

(iii) The Corporation has full power, authority and legal right to enter into and perform its obligations under the Ground Lease, the Trust Agreement and this Assignment of Ground Lease; and the execution, delivery and performance of the Ground Lease, the Trust Agreement and this Assignment of Ground Lease by the Corporation have been duly authorized by all necessary corporate actions on the part of the Corporation, do not require any stockholder approval or the approval or consent of any trustee or holder of any indebtedness or obligations of the Corporation or any other Person or such required approvals and consents have heretofore been duly obtained.

(iv) The execution, delivery and performance of the Ground Lease, the Trust Agreement and this Assignment of Ground Lease do not contravene any provision of any Articles of Incorporation or Bylaws of the Corporation, and do not and will not conflict with, violate or result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Corporation is a party or by which it or any of its property is bound or any constitutional or statutory provision, or order, rule, regulation, decree or ordinance of any federal or state court, government or governmental body having jurisdiction over the Corporation or any of its properties and by which the Corporation or any of its property is bound.

(v) To the Corporation's knowledge, the Ground Lease and the Trust Agreement are in full force and effect and the Corporation is not in default thereunder; and, the Ground Lease, the Trust Agreement and this Assignment of Ground Lease are legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their respective terms, all such enforcement being subject to certain laws relating to bankruptcy, reorganizations, moratoriums and creditors' rights generally and to the exercise of judicial discretion in accordance with general principles of equity.

(vi) The Corporation has complied, and will at all times hereafter comply, with and duly perform its obligations under the Ground Lease, the Trust Agreement and this Assignment of Ground Lease.

(vii) There is no pending, or to the knowledge of the Corporation, threatened, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental agency in any way affecting the ability of the Corporation to perform its obligations under the Ground Lease, the Trust Agreement or this Assignment of Ground Lease.

(viii) The Ground Lease and the lease rights thereunder being herein assigned are free and clear of all claims, liens, mortgages, security interests and encumbrances arising through any act or omissions of the Corporation or any Person claiming by, through or under it, except the rights of the Board under the Ground

Lease and encumbrances permitted thereunder, including the Permitted Encumbrances.

(b) The Corporation does hereby covenant with the Trustee as grantee and assignee, its successors and assigns, that the Corporation (i) is the true and lawful owner of the leasehold estate created thereby, (ii) has good right to bargain, sell and transfer the same hereby, (iii) such leasehold estate of the Corporation is free and clear of any lien or encumbrance created by the Corporation, except for the "Lease Agreement" (as defined in the Ground Lease), (iv) that as of the date hereof there is no default under the terms of said Ground Lease, and (v) from and after this assignment, the Corporation will have no further interest in such Ground Lease or the leasehold estate thereby created except to enter into supplements thereto pursuant to Section 21 of the Ground Lease.

(c) The Corporation agrees to execute and deliver to the Trustee, upon request by the Trustee or the Owners of a majority in principal amount of the Certificates, any documents deemed necessary by the Trustee or such Owners to evidence further the assignment and conveyance herein made with respect to the Ground Lease.

(d) In order to secure payment of the Certificates, the Corporation hereby authorizes the Trustee to take possession of the Projects, and title thereto in accordance with the provisions of the Trust Agreement and Lease Agreement, and sell or relet such Projects, or any portion thereof, in the circumstances described in the Trust Agreement.

SECTION 4. NON-RECOURSE. The parties hereto agree that the assignment contained in this Assignment of Ground Lease shall be non-recourse with respect to the Corporation, and the Corporation shall have no liability hereunder to the Trustee or the Owners of any Certificates, with respect to the occurrence of an Event of Default or Event of Non-Appropriation by the Board under the Ground Lease.

SECTION 5. NO INDIVIDUAL LIABILITY. All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this Assignment of Ground Lease shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not of any member, officer, employee or agent of the parties hereto in an individual capacity, and no recourse shall be had for the assignment effected by Section 2 hereof or for any claim based thereon under this Assignment of Ground Lease against any member, officer, employee or agent of the parties hereto.

SECTION 6. COUNTERPARTS. This Assignment of Ground Lease may be executed in counterparts, and each of said counterparts shall be deemed an original for all purposes of this Assignment of Ground Lease. All of such counterparts taken together shall be deemed to be one and the same instrument.

SECTION 7. DEFINITIONS. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Ground Lease.

IN WITNESS WHEREOF, the Manatee School Board Leasing Corporation, by its officer thereunto duly authorized, has affixed its corporate name and seal as of the 1st day of **[**MONTH**]**, 2023.

(SEAL)

MANATEE SCHOOL BOARD LEASING CORPORATION, as Lessor

Witness: _____

Name: _____

Witness: _____

Name: _____

By: _____
Name: Chad Choate III
Title: President
Address: 215 Manatee Avenue W.
Bradenton, Florida 34205

ATTEST:

Witness: _____

Name: _____

Witness: _____

Name: _____

By: _____
Name: Cynthia Saunders
Title: Secretary
Address: 215 Manatee Avenue W.
Bradenton, Florida 34205

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor Trustee

Witness: _____

Name: _____

Witness: _____

Name: _____

By: _____
Name: Paul Henderson
Title: Assistant Vice President
Address: 225 Water Street
Suite 700
Jacksonville, Florida 32202

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2023, by Chad Choate III and Cynthia Saunders, the President and Secretary/Treasurer, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2023, by Paul Henderson, Assistant Vice President of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

EXHIBIT A

The Premises subject to the Ground Lease Agreement are the real property (together with all buildings, structures and improvements now or hereafter erected or situated thereon, including, without limitation, the Series 2023A Project (as defined in the Ground Lease Agreement), all fixtures, additions, alterations or replacements thereto, now or hereafter located in, or used in connection with or attached or made to such land, to the extent title thereto may rest in the Board, any easements or other rights or privileges in adjoining property inuring to the fee simple owner of such land) described as follows:

1. Blackburn Elementary School Addition and Renovation. **[**To come**]**

2. Haile Middle School Addition and Renovation. **[**To come**]**

3. Oneco Elementary School Renovation. **[**To come**]**

4. Tara Elementary School Addition and Renovation. **[**To come**]**

AGENDA ITEM NO. 16.1

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Use of Sourcewell Bid #011822 on Public Safety Training and Simulation Equipment and Technology, SDMC No. 23-0106-BS, Estimated in the Amount of $200,000.00 Annually

Executive Summary
The School District is requesting the approval to use the Sourcewell bid for Public Safety Training and Simulation Equipment and Technology #011822, which has been competitively procured and awarded. This bid will be used by the District's medical training class at Manatee Technical College and other sites throughout the District. We will be purchasing patient, ultrasound and surgical simulators in addition to other medical training devices, accessories, software and services.

The vendor has agreed to extend their pricing to the School District of Manatee County under the same terms and conditions as the Sourcewell contract. Copies of the specifications are on file in the Purchasing Department. additional awarded vendors may be made available as needed.

The requested contract is for the period of February 28, 2023 through March 23, 2026 with the option to renew for one (1) additional one (1) year period through March 23, 2027.

Subsection 6A-1.012(8) F.A.C. (5) allows school boards to purchase from existing bids of other public entities upon agreement by the awarded vendor(s).

Approval of this bid does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis throughout the contract period.

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

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

Recommendation
The Superintendent recommends approval of the use of Sourcewell bid #011822 on public safety training and simulation equipment and technology, SDMC No. 23-0106-BS, estimated in the amount of $200,000.00 annually.

Financial Impact
The funding source for these estimated expenditures are included in the General Funds, Special Projects, Federal Projects and Capital Accounts and are included in the school sites and departments approved budgets for 2022-2023.

Contact
Submitting Departments: ACT and Purchasing
Initiated By: Paul Gansemer and Ruth Gruett

Attachments:
Participating agreement - CAE

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

PARTICIPATING AGREEMENT, SDMC No. 23-0106-BS

Public Safety Training and Simulation Equipment and Technology – Sourcewell # 011822

This Participating Agreement is made and entered into as of the last date signed below by and between The School District of Manatee County (District) and CAE Healthcare, Inc. (Contractor).

1. **AUTHORITY**

1.1 The District is authorized by rule 6A-1.012 Florida Administrative Code "to purchase under the current contracts as may be established for any of the public agencies as set forth above at or below the unit price stated therein, if such purchase is to the economic advantage of the district school board, subject to conformance of the items of purchase to the standards and specifications prescribed by the superintendent for said district."

1.2 **Sourcewell** competitively procured and awarded **Public Safety Training and Simulation Equipment and Technology, Number 01182** and is hereto as Exhibit A, ("Solicitation"). A contract was executed April 21, 2022 between the parties and is hereto as Exhibit B, ("Authorized Contract").

1.3 Therefore, the District would enter into a Participating Agreement with Contractor.

2. **PURPOSE AND SCOPE**

2.1 The purpose of the Participating Agreement is to public safety training and simulation equipment and technology pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.

3. **TERM AND RENEWAL**

3.1 **Term:** This Participating Agreement shall become effective on February 28, 2023 or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, unless terminated earlier by Sourcewell.

3.2 **Renewal:** Upon agreement of the parties, this Participating Agreement may be renewed for a term that does not exceed the initial or renewal term of the Authorized Contract. Renewal must be in writing and is subject to the same terms and conditions set forth in the Authorized Contract, and any amendments, and this Participating Agreement, and any amendments.

4. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

4.1 The attached Exhibit A (Solicitation) is hereby incorporated into the Participating Agreement.

4.2 The attached Exhibit B, Authorized Contract, is hereby incorporated into the Participating Agreement as if fully set forth herein, unless modified below and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties.

4.3 Sections of Exhibit B, Authorized Contract, are superseded by Section 5, Terms Supplemental to the Authorized Contract.

5. TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT

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

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

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

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

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

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

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

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

5.7 **INDEMNIFICATION**:

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

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

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

5.10 **COMPLIANCE REQUIREMENTS:** The School Board of Manatee County, acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School Board of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/proposer agrees to all provisions and instructions contained in this proposal document and agrees that the failure of vendor/proposer to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

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

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

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

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

5.15 **EQUAL EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''

5.16 **ANTI-DISCRIMINATION:** a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

5.17 **MINORITY, SMALL, AND WOMEN OWNED BUSINESS:** School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

5.18 **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.19 **TERMINATION FOR CAUSE AND CONVENIENCE:**
Termination for Cause—The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

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

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

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

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

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

5.25 **DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148):** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction''). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland ''AntiKickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

5.26 **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

5.27 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5.28 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of ''funding agreement'' under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

5.29 **CLEAN AIR ACT (42 U.S.C. 7401–7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251–1387), AS AMENDED:** Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards,

orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

5.30 **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

5.31 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.32 **OTHER PROVISIONS:**

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

5.32.2 *CRIMINAL ACTS:* Employment on the project by the Vendor/Proposer, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Proposer agrees to take all steps necessary to remove such person from

the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.

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

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

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

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

6. **EXHIBITS TO THE PARTICIPATING AGREEMENT**

6.1 All terms and conditions contained in Exhibits A though C are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties. The Exhibits are:

6.1.1 Exhibit A: original Solicitation and contractors Reply
6.1.2 Exhibit B: The Authorized Contract, including exhibits and amendments as modified by Section 5 of this document. [if contractor has a separate contract]
6.1.3 Exhibit C: Pricing proposal

7.1 **COVID 19**

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

8. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY")**

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER: _____

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

AGENDA ITEM NO. 16.2

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

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

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Lakewood Ranch Dental, Inc.

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

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

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

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement Lakewood Ranch Dental Board Date 022823

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

AGREEMENT for affiliation with Lakewood Ranch Dental Inc

Address: 11 S. Mill Street STE 200 New Castle, PA 16101

This agreement is made this _1___ day of _March 2023_, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Lakewood Ranch Dental Inc (hereafter called the Affiliating Site).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three school years, from _March 1, 2023__through __June 30, 2025__, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three school years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Provisions:

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Professional Dental Alliance of Florida, PLLC/ DBA Lakewood Ranch Dental Associates and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

Superintendent, School District of Manatee County

Date_____ By:

Chair, School Board of Manatee County

Date_____ By:

Mitchell Teitelbaum, Esq. General Counsel

Date 10-7-22 By:

(Affiliating Site Authorized Signature)

Title: Michael S. Kanter, Owner

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Lakewood Ranch Dental Inc

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

Jennifer Gilray, Ed.D.
Assistant Director

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

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

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/17/2023

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

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

PRODUCER	CONTACT NAME: Burt Tramer	
Buhl Insurance Agency, Inc. 2935 W Hillsborough Ave Tampa FL 33614	PHONE (A/C, No, Ext): (813) 876-0057	FAX (A/C, No): (813) 877-8540
	E-MAIL ADDRESS: info@buhlinsure com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: MAIN STREET AMER PROTECTION INS CO	13026
INSURED LAKEWOOD RANCH DENTAL INC AND LIBERTY INTERNATIONAL INC 16528 N DALE MABRY HWY TAMPA FL 33618-1325	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN L AGGREGATE LIMIT APPLIES PER [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER.			BPG2404C	12/09/2022	12/09/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E L. EACH ACCIDENT E L. DISEASE - EA EMPLOYEE E L. DISEASE - POLICY LIMIT	 $ $ $

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

Certificate holder is Loss Payee with regards to Lightwalker ATS, original value $82,207 84

CERTIFICATE HOLDER

Highland Capital Corporation
654 Amherst Road
Suite 317
Sunderland MA 01375

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

Burt Tramer

© 1988-2015 ACORD CORPORATION. All rights reserved.

SunBiz.org

Previous on List Next on List Return to List

Fictitious Name Search

No Filing History

Submit

Fictitious Name Detail

Fictitious Name

LAKEWOOD RANCH DENTAL

Filing Information

Registration Number	G22000100202
Status	ACTIVE
Filed Date	08/24/2022
Expiration Date	12/31/2027
Current Owners	1
County	MULTIPLE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	88-3332336

Mailing Address

11 S MILL ST , STE 200
NEW CASTLE, PA 16101

Owner Information

PROFESSIONAL DENTAL ALLIANCE OF FL - LMTD, PLLC
11 S MILL ST , STE 200
NEW CASTLE, PA 16101
FEI/EIN Number: 88-3332336
Document Number: L22000313972

Document Images

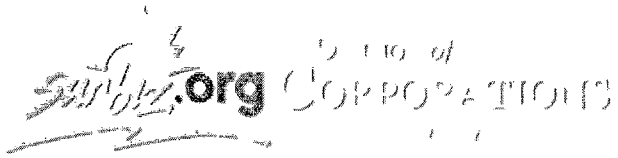
08/24/2022 -- Fictitious Name Filing View image in PDF format

Previous on List Next on List Return to List

Fictitious Name Search

No Filing History

Submit



Detail by Officer/Registered Agent Name

Florida Limited Liability Company
PROFESSIONAL DENTAL ALLIANCE OF FL - LMTD, PLLC

Filing Information

Document Number	L22000313972
FEI/EIN Number	NONE
Date Filed	07/14/2022
State	FL
Status	ACTIVE

Principal Address

11 S MILL ST
STE 200
NEW CASTLE, PA 16101

Mailing Address

11 S MILL ST
STE 200
NEW CASTLE, PA 16101

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS ST
TALLAHASSEE, FL 32301

Authorized Person(s) Detail

Name & Address

Title MGR

PROFESSIONAL DENTAL ALLIANCE OF FLORIDA
11 S MILL ST STE 200
NEW CASTLE, PA 16101

Annual Reports

No Annual Reports Filed

Document Images

07/14/2022 -- Florida Limited Liability | View image in PDF format

AGENDA ITEM NO. 16.3

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

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

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Rose Dental at Lakewood Ranch, PLLC

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

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

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

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement Rose Dental at LWR, Board Date 022823

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

AGREEMENT for affiliation with Rose Dental at Lakewood Ranch, PLLC

Address: 5561 Broadcast Court Lakewood Ranch, FL 34240

This agreement is made this _1_ day of _March 2023_, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Rose Dental at Lakewood Ranch, PLLC (hereafter called the Affiliating Site).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three school years, from __March 1, 2023__ through __June 30, 2025__, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three school years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Provisions:

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Rose Dental at Lakewood Ranch, PLLC and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

Superintendent, School District of Manatee County

Date_____ By:

Chair, School Board of Manatee County

Date_____ By:

Mitchell Teitelbaum, Esq. General Counsel

Date 2/1/2023 By:

(Affiliating Site Authorized Signature)

Title: Office Manager

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

Rose Dental at Lakewood Ranch, PLLC

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

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

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

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

SCHOOL BOARD
*Rev. James Golden, CHAIR**
Gina Messenger, Vice Chair
CHAD CHOATE III
MARY FOREMAN

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date: **01/26/2023**
Effective Date: **01/18/2023**	**A Claims-Made Professional Liability Policy**
First Named Insured: **Rose H Le DMD** **5561 Broadcast Court** **Sarasota, FL 34240**	**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: **Rose H Le DMD**	
Specialty: **DDS01 - General Dentistry**	
Policy Number:	Policy Period:
2349087	**From: 01/18/2023 To: 01/18/2024**
Retroactive Date:	Departure Period:
01/18/2021	**From: N/A To: N/A**
The Insured above is: ☒ A Named Insured ☐ A Locum Tenens ☐ An Additional Insured	Agency and Address: **FDA Services, Inc.** **545 John Knox Rd, Ste. 201** **Tallahassee, FL 32303** **(800)877-7597**

LIMITS OF LIABILITY

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

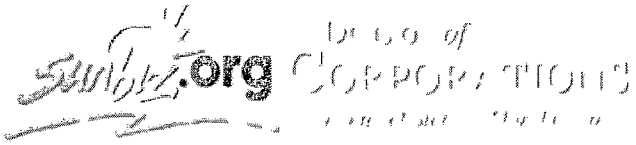
I. Locum Tenens and Additional Insureds share Limits of Liability with the applicable Named Insured.

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

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

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

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



Detail by Entity Name

Florida Limited Liability Company
ROSE DENTAL AT LAKEWOOD RANCH, PLLC

Filing Information

Document Number	L21000042327
FEI/EIN Number	86-1922958
Date Filed	01/21/2021
Effective Date	01/21/2021
State	FL
Status	ACTIVE

Principal Address

5561 BROADCAST COURT
LAKEWOOD RANCH, FL 34240

Mailing Address

315 MONTGOMERY AVE
SARASOTA, FL 34243

Registered Agent Name & Address

LE, ROSE H
315 MONTGOMERY AVE
SARASOTA, FL 34243

Authorized Person(s) Detail

Name & Address

Title MGR

LE, ROSE H
315 MONTGOMERY AVE
SARASOTA, FL 34243

Annual Reports

Report Year	Filed Date
2022	04/29/2022

Document Images

04/29/2022 ANNUAL REPORT	View image in PDF format
01/21/2021 Florida Limited Liability	View image in PDF format

AGENDA ITEM NO. 16.4

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School Board of Manatee County and Intercoastal Medical Group, Inc. for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2023-2026 School Years, No Financial Impact

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

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

A copy of the agreement is attached for review.

Clinical Providers for Medical Assisting: Intercoastal Medical Group, Inc.- Geoffrey Simon, Administrator

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School Board of Manatee County and Intercoastal Medical Group, Inc. for clinical experience for Manatee Technical College (MTC) Medical Assisting students for the 2023-2026 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement Intercoastal Medical, Board Date 022823

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

AGREEMENT for affiliation with Intercoastal Medical Group, Inc.

Address: 943 S. Beneva Rd. Suite 306 Sarasota FL 34232

This agreement is made this __1st_ day of _July 2023__, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Intercoastal Medical Group, Inc. (hereafter called the Affiliating Site).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

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

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Provisions:

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Intercoastal Medical Group, Inc. and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

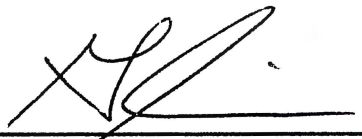
_____
Superintendent, School District of Manatee County

Date_____ By:

_____
Chair, School Board of Manatee County

Date_____ By:

_____
Mitchell Teitelbaum, Esq. General Counsel

Date 1/23/2023 By: 

(Affiliating Site Authorized Signature)

Title: Administrator

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Medical Assisting

1. Intercoastal Medical Group

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

Jennifer Gilray, Ed.D.
Assistant Director

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

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

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date: 6/7/2022
Effective **7/31/2022**	**A Claims-Made Professional Liability Policy**
First Named Insured: **Intercoastal Medical Group, Inc.** **943 S Beneva Rd** **# 306** **Sarasota, FL 34232**	**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: **Intercoastal Medical Group, Inc.**	
Specialty: **Entity**	
Policy Number:	Policy Period:
0058096	**From: 7/31/2022 To: 7/31/2023**
Retroactive Date:	Departure Period:
12/1/1993	**From: N/A To: N/A**
The Protected Party above is: [X] A Named Insured [ ] A Locum Tenens [ ] An Additional Insured	Agency and Address: **The Doctors Company Insurance Services** **12724 Gran Bay Parkway, W.** **Suite 400** **Jacksonville, FL 32258** **(877) 320-0748**
LIMITS OF LIABILITY	
Claim Limit:	**$500,000**
Aggregate Limit:	**$1,500,000**

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

II. Individuals who occupy a "slot" share Limits of Liability with all others who occupy the same "slot" during the Policy Period.

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

IV. 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.

V. 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.

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

DIVISION OF CORPORATIONS



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

Detail by Entity Name

Florida Profit Corporation
INTERCOASTAL MEDICAL GROUP, INC.

Filing Information

Document Number	P97000086126
FEI/EIN Number	65-0784345
Date Filed	09/29/1997
State	FL
Status	ACTIVE

Principal Address

943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Changed: 02/25/2020

Mailing Address

943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Changed: 02/25/2020

Registered Agent Name & Address

SIMON, GEOFFREY G
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Name Changed: 08/11/2004

Address Changed: 02/25/2020

Officer/Director Detail

Name & Address

Title President

STEELE, JOHN M
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title V

CREEVY, JOSPEH J
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title Treasurer

RAMOS, MARK
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title Secretary

RABINS, SY
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

BRAMANTE, JOSEPH L
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

CONCHA, MAURICIO
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Powell, Randy
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Baten, Charles
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Byers, Matthew
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Quarles, Peter
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Daiello, David
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Elsishans, Phyllis
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Golub, Richard
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Grice, Josette
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Kelley, Joe T, III
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Larkin, Joseph
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Marcantonio, Robert
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Mccarren, Vicki
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Oettinger, Jeffrey
943 S. BENEVA RD, SUITE 306

SARASOTA, FL 34232

Title VP

Pail, Dennis
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Perez, Jesus
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Dinenberg, Arthur S
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Ramos-Rivera, Diego
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Rubin, Phillip
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Ruffing, Kyle
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Yaryura, Ricardo
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Yenari, Jon
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Yohn, Joseph
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Arroyo, Reinaldo
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Stevens, Scott
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Getzels, Adam
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Bentze, Michael
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Perez-Singh, Arnoldo
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Quartermaine, Samuel
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Cantero, Julio
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Martin, Francene
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Long, Erin
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

HOLLEN, CHARLES
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Morsli, Hakim
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Skidmore, Anthony
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Parker, James
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Morrison, C Ross
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Kozlow, Wende
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Canada, Felicia
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

VanPassel, Leonie
943 S. BENEVA RD, SUITE 306

SARASOTA, FL 34232

Title VP

Cohen, Louis
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Hemmer, Anthony
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Reichel, David
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Aranibar, Richard
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Lipscomb, Kevin
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Thacker, Alexander
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Summerlee, Robert
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Gonzalez, Ricardo
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Mylett, Janine
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Browning, Robert
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Thomas, Jessica
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Lindberg, Amanda
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

GORDON, MICHAEL
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

AHMAD, FAISAL
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Johnson, Daniel
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Lutton, Suzanne
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Rahal, Kinan
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Schwartz, Robert
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Asterita, Ryan
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Austin, Alexander
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Dodgen, Taylor
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Guzman, Luis
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Heinrich, Penny
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Martin, Will
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Suplee, Ryan
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Cicco-Brown, Christine
943 S. BENEVA RD, SUITE 306

SARASOTA, FL 34232

Title VP

Sauder, Deborah
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Mets, Joseph
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Title VP

Spinella, Anthony
943 S. BENEVA RD, SUITE 306
SARASOTA, FL 34232

Annual Reports

Report Year	Filed Date
2020	02/25/2020
2021	02/09/2021
2022	02/02/2022

Document Images

02/02/2022 -- ANNUAL REPORT	View image in PDF format
02/09/2021 -- ANNUAL REPORT	View image in PDF format
02/25/2020 -- ANNUAL REPORT	View image in PDF format
03/13/2019 -- ANNUAL REPORT	View image in PDF format
03/26/2018 -- ANNUAL REPORT	View image in PDF format
03/20/2017 -- ANNUAL REPORT	View image in PDF format
03/24/2016 -- ANNUAL REPORT	View image in PDF format
03/26/2015 -- ANNUAL REPORT	View image in PDF format
03/24/2014 -- ANNUAL REPORT	View image in PDF format
03/27/2013 -- ANNUAL REPORT	View image in PDF format
03/15/2012 -- ANNUAL REPORT	View image in PDF format
03/23/2011 -- ANNUAL REPORT	View image in PDF format
03/25/2010 -- ANNUAL REPORT	View image in PDF format
03/23/2009 -- ANNUAL REPORT	View image in PDF format
04/01/2008 -- ANNUAL REPORT	View image in PDF format
05/02/2007 -- ANNUAL REPORT	View image in PDF format
04/03/2006 -- ANNUAL REPORT	View image in PDF format
04/26/2005 -- ANNUAL REPORT	View image in PDF format
08/11/2004 -- Reg. Agent Change	View image in PDF format
04/29/2004 -- ANNUAL REPORT	View image in PDF format
05/01/2003 -- ANNUAL REPORT	View image in PDF format

09/05/2002 -- ANNUAL REPORT	View image in PDF format
05/13/2002 -- ANNUAL REPORT	View image in PDF format
04/19/2001 -- ANNUAL REPORT	View image in PDF format
03/27/2000 -- ANNUAL REPORT	View image in PDF format
03/11/1999 -- ANNUAL REPORT	View image in PDF format
05/12/1998 -- ANNUAL REPORT	View image in PDF format
09/29/1997 -- Domestic Profit Articles	View image in PDF format
09/29/1997 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM NO. 16.5

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

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

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

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

A copy of the agreement is attached for review.

Clinical Providers for Medical Assisting: Allcare Medical Centers, P.C.- Emma Sampson, VP of Operations

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

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

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

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement Allcare Medical, Board Date 022823

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

AGREEMENT for affiliation with Allcare Medical Centers, P.C.

Address: 5860 Ranch Lake Blvd Bradenton Fl 34202

This agreement is made this 1st day of March, 2023, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Allcare Medical Centers, P.C. (hereafter called the Affiliating Site).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three school years, from March 1, 2023 through June 30, 2025, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three school years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Provisions:

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Allcare Medical Centers, P.C. and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

_____
Superintendent, School District of Manatee County

Date_____ By:

_____
Chair, School Board of Manatee County

Date_____ By:

_____
Mitchell Teitelbaum, Esq. General Counsel

Date 2/3/2023 By: Emma Sampson

(Affiliating Site Authorized Signature)

Title: Vice President of Operations

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Medical Assisting

1. Allcare Medical Centers, P.C.

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

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

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

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

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

PREMIER BUSINESSOWNERS POLICY

PREMIER OFFICE

MORTGAGEE ASSIGNMENT INFORMATION

Policy Number: **ACP BPOL3067745752**

Policy Period: From **06-15-22** To **06-15-23**

Additional Interest: **L** Interest Number: **1** Loan Number:
Interest: **LOC 1 BPP LENDERS LOSS PAYEE**
VALLEY NATIONAL BANK ISAOA
ATTN: LOAN DEPT
PO BOX 17540, CLEARWATER, FL, 33762-0540

Additional Interest: **L** Interest Number: **2** Loan Number:
Interest: **LOC 1-1**
SIGNATURE FINANCIAL AND LEASING LLC
ITS SUCCESSORS AND ASSIGNS
225 BROADHOLLOW RD, MELVILLE, NY, 11747-4822

Additional Interest: Interest Number: Loan Number:
Interest:

Additional Interest: Interest Number: Loan Number:
Interest:

Additional Interest: Interest Number: Loan Number:
Interest:

Additional Interest: Interest Number: Loan Number:
Interest:

Additional Interest: Interest Number: Loan Number:
Interest:

Additional Interest: Interest Number: Loan Number:
Interest:

Additional Interest: Interest Number: Loan Number:
Interest:

Additional Interest: Interest Number: Loan Number:
Interest:

PREMIER BUSINESSOWNERS POLICY

PREMIER OFFICE

LIABILITY DECLARATIONS

Policy Number: **ACP BPOL 3067745752**

Policy Period: From **06-15-22** To **06-15-23**

LIMITS OF INSURANCE

Each Occurrence Limit of Insurance	Per Occurrence	**$1,000,000**
Medical Payments Coverage Sub Limit	Per Person	**$5,000**
Tenants Property Damage Legal Liability Sub Limit	Per Covered Loss	**$300,000**
Personal and Advertising Injury	Per Person Or Organization	**$1,000,000**
Products – Completed Operations Aggregate	All Occurrences	**$2,000,000**
General Aggregate (Other than Products – Completed Operations)	All Occurrences	**$2,000,000**

AUTOMATIC ADDITIONAL INSUREDS STATUS

The following persons or organizations are automatically insureds when you and they have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy.

Co-Owners of Insured Premises
Controlling Interest
Grantor of Franchise or License
Lessors of Leased Equipment
Managers or Lessors of Leased Premises
Mortgagee, Assignee or Receiver
Owners or Other Interest from Whom Land has been Leased
State or Political Subdivisions - Permits Relating to Premises

PROPERTY DAMAGE DEDUCTIBLE

NONE

OPTIONAL COVERAGES

Hired Auto Liability Coverage	**Included in Each Occurrence Limit of Insurance**
Nonowned Auto Liability Coverage	**Included in Each Occurrence Limit of Insurance**
Employee Benefits - Retroactive Date 06/15/15	**Each Employee** **$1,000,000**
$1,000 Each Employee Deductible	**Aggregate** **$2,000,000**

DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation
ALLCARE MEDICAL CENTERS, P.C.

Filing Information

Document Number	P11000109190
FEI/EIN Number	47-0798717
Date Filed	12/29/2011
Effective Date	04/22/1996
State	FL
Status	ACTIVE

Principal Address

5860 RANCH LAKE BLVD
BRADENTON, FL 34202

Changed: 07/14/2015

Mailing Address

5860 Ranch Lake Blvd, Suite 200
LAKEWOOD RANCH, FL 34202

Changed: 05/24/2016

Registered Agent Name & Address

NESSETTI, MATTHEW
5860 Ranch Lake Blvd, Suite 200
LAKEWOOD RANCH, FL 34202

Address Changed: 05/24/2016

Officer/Director Detail

Name & Address

Title PST

NESSETTI, MATTHEW
5860 Ranch Lake Blvd, Suite 200
Bradenton, FL 34202

Title SEC

NESSETTI, DORIS K
5860 Ranch Lake Blvd, Suite 200
Bradenton, FL 34202

Annual Reports

Report Year	Filed Date
2020	07/20/2020
2021	02/22/2021
2022	04/10/2022

Document Images

04/10/2022 -- ANNUAL REPORT	View image in PDF format
02/22/2021 -- ANNUAL REPORT	View image in PDF format
07/20/2020 -- ANNUAL REPORT	View image in PDF format
06/13/2019 -- ANNUAL REPORT	View image in PDF format
06/28/2018 -- ANNUAL REPORT	View image in PDF format
01/08/2017 -- ANNUAL REPORT	View image in PDF format
05/24/2016 -- ANNUAL REPORT	View image in PDF format
03/07/2015 -- ANNUAL REPORT	View image in PDF format
06/10/2014 -- ANNUAL REPORT	View image in PDF format
05/27/2013 -- ANNUAL REPORT	View image in PDF format
04/12/2012 -- ANNUAL REPORT	View image in PDF format
12/29/2011 -- Domestic Profit	View image in PDF format

AGENDA ITEM NO. 16.6

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

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

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

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

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
HR Board Material 2.28.2023

Type		Information/Position/Location	Eff Date
Appointments/Admin			
	Coleman, Pamela	Transportation Operations Specialist Matzke Support Center **(Range $58,922-$104,788)**	1/23/2023
	Deonanan, Jason	Field Technician Freedom Elementary **(Range $39,785-$71,8502)**	2/6/2023
	Diarra, Khady	Transportation Coordinator Matzke Support Center **(Range $44,729-$80,474)**	2/6/2023
Appointments/Para			
	Atkinson, Madison	Teacher Assistant, ES Palmetto Elementary	1/10/2023
	Bailey, Jessica	Teacher Assistant, ES Palmetto Elementary	1/10/2023
	Bartens, Jennifer	Teacher Assistant, ES Tillman Elementary	1/10/2023
	Bunyak, Anna	Teacher Assistant, ES Tillman Elementary	1/10/2023
	Cosby, Hailey	Teacher Assistant, ES Samoset Elementary	1/10/2023
	Danko, Ashley	Teacher Assistant, ES Tillman Elementary	1/10/2023
	Deryol, Elif	Teacher Aide, ESE Braden River High	1/23/2023
	Diaz de Alba, Fernando	Teacher Aide, ES Manatee Elementary	2/6/2023
	Dodd, Paige	Teacher Assistant, ES Oneco Elementary	1/10/2023
	Gonzalez Zelaya, Melanie	Teacher Aide, ESOL Bayshore Elementary	1/23/2023
	Gratzer, Hope	Teacher Assistant, HS Southeast High	1/10/2023

Type		Information/Position/Location	Eff Date
	Harwick, Krey	Physical Education Tech Prine Elementary	2/6/2023
	Hunt, Robert	Teacher Assistant, Drives Education Southeast High	2/6/2023
	Ketterman, Caitlin	Teacher Aide, ESE, One-on-One Gullett Elementary	1/22/2023
	Massey, Pamela	Teacher Aide, ESE Bayshore Elementary	2/6/2023
	Pontow, Katie	Teacher Aide, ESE Sea Breeze Elementary	2/6/2023
	Shahan, Marika	Teacher Aide, ES Willis Elementary	2/6/2023
	Smith, Heather	Teacher Aide, ESE Harvey Elementary	1/23/2023
	Testori, Karen	Teacher Aide, Pre-K Mills Elementary	2/6/2023
Appointments/Prof			
Req. 7938	*Batiz, JoAnne*	Fourth Grade Teacher Moody Elementary **B.A. Kutztown University of PA**	1/22/2023
Req. 8061	*Boyer, Lisa*	Teacher, Gifted Anna Maria Elementary **B.A. The University of West Florida**	1/22/2023
Req. 7696	*Clark, Robert*	Teacher, VE Parrish Community High **B.S. Eastern Kentucky University**	2/6/2023
Req. 7763	*Hunter, Stephanie*	Teacher, VE/SC Bashaw Elementary **M.A. University of South Florida**	2/6/2023
Req. 8046	*Pavon, Ana*	Media Specialist, ES Williams Elementary **B.S. University of South Florida**	1/23/2023

Type		Information/Position/Location	Eff Date
Req. 8168	*Wingate, Tamara*	Kindergarten Teacher Myakka Elementary **B.A. University of South Florida**	1/23/2023
Req. 8152	*Wood, Terry*	Teacher, Resource Prine Elementary **B.A. University of Georgia**	2/6/2023
Appointments/Supp			
	Abner, Chacandace	School Nurse, LPN McNeal Elementary	2/6/2023
	Arroyo, Vionette	Admin Services Specialist School Support Center	2/6/2023
	Avila, Maria	Custodian 8 Hr. Oneco Elementary	1/9/2023
	Brown, Christina	Custodian 8 Hr. Manatee High	2/6/2023
	Caudillo, Jocelyn	School Clerical Assistant, 10 Mo. Manatee Elementary	2/21/2023
	Gallego Valdes, Carlos	Custodian 8 Hr. Manatee Technical College	2/6/2023
	Gibson, Naomi	Food Service Worker - 5 Hr. Willis Elementary	2/6/2023
	Gomez Herrera, Jocelyn	Custodian 8 Hr. Professional Support Center	1/23/2023
	Gonzalez, Erika	Custodian 8 Hr. McNeal Elementary	1/23/2023
	Gonzalez Zelaya, Melanie	Teacher Aide, ESOL Bayshore Elementary	1/23/2023
	Greer, Robert	Head Custodian II Nolan Middle	1/23/2023
	Gregor, Blake	School Support Technician Moody Elementary	2/6/2023
	Loughren, Susan	Food Service Worker - 5 Hr.	2/6/2023

Type		Information/Position/Location	Eff Date
		Miller Elementary	
	Marriott, Cole	Food Service Worker - 5 Hr. Braden River High	2/6/2023
	Mendez, Edgar	Custodian 8 Hr. Ballard Elementary	1/23/2023
	Miller, Olivia Grace	Guidance Clerk Braden River High	2/6/2023
	Perri, Janice	Food Service Worker - 5 Hr. Lakewood Ranch High	2/6/2023
	Rogers, Tanya	Food Service Worker - 5 Hr. Southeast High	2/6/2023
	Sierra Cruz, Naida	Bus Aide Matzke Support Center	2/6/2023
	Sims, Darcy	Bus Driver Matzke Support Center	1/23/2023
	Toscano, Jeff	Food Service Worker - 6 Hr. Braden River High	2/6/2023
	Wallace, Robert	Bus Driver Matzke Support Center	1/23/2023
Death/Prof			
	Darr, Justin	Teacher, Physical Education, ES McNeal Elementary	1/11/2023
Resignations/Admin			
	Theiler, Amanda	Field Technician Bayshore Elementary	2/1/2023
Resignations/Para			
	Carranza, Natalie	Physical Education Tech Sugg Middle	2/11/2023
	Crowe Espinoza, Shanna	Teacher Aide, ESE Miller Elementary	2/25/2023
	Engram, Larissa	Teacher Aide, ESE Moody Elementary	2/10/2023
	Everett, Vaderia L	Teacher Aide, ESE	1/9/2023

Type		Information/Position/Location	Eff Date
		King Middle School	
	Everett, Wirneyla	Teacher Aide, ES Manatee Elementary	1/27/2023
	Franz, Arlen	Teacher Aide, ESOL Haile Middle	1/27/2023
	Johnson, Amanda	Classroom Sub Gullett Elementary	1/31/2023
	Jones, Tranesha	Teacher Aide, ESE Moody Elementary	2/4/2023
	Luciano, Cynthia	Teacher Aide, ESE Palmetto Elementary	1/26/2023
	Remon, Juan	Teacher Aide, ES Bayshore Elementary	2/2/2023
	Vestal, Bristol	Teacher Aide, ESE, One-on-One Lakewood Ranch High	2/8/2023
	Wible, Michelle	Teacher Aide, ESE King Middle	2/10/2023
Resignations/Prof			
	Dain, Allison	Teacher, Reading, HS Braden River High	2/18/2023
	Diaz, Victoria	Teacher, Science, HS Braden River High	2/11/2023
	Durkos, Stephanie	Teacher, VE Palm View K-8	2/18/2023
	Hoag, Elissa	Teacher, IND/SC King Middle	2/11/2023
	Sosso, Alexa	Teacher, Mathematics, MS King Middle	1/31/2023
	Taylor, Trenton	Teacher, Social Studies, MS Jain Middle	2/18/2023
Resignations/Supp			
	Allen, Joshua	Bus Driver	1/21/2023

Type		Information/Position/Location	Eff Date
		Matzke Support Center	
	Arrendondo, Aurelia	Custodian 8 Hr. Harvey Elementary	1/26/2023
	Castro-Ruiz, Sonilma	Registrar I School Support Center	2/11/2023
	Cooper, Samantha	Account Specialist, MTC Manatee Technical College	3/4/2023
	Medeiros, Dana	Food Services Worker - 5 Hr. Braden River High	2/3/2023
	Rivera, Olga	Custodian 4 Hr. Braden River Elementary	2/4/2023
	Rodriguez, Joanna	Food Services Worker - 5 Hr. Rogers Garden-Bullock Elementary	2/2/2023
Retirement/Admin			
	Marshall, Beth	Assistant Principal, ES Samoset Elementary **34.80 Years**	4/15/2023
Retirement/Para			
	Winfrey, Laura	Teacher Aide, ES Palm View K-8 **9.76 Years**	4/1/2023
Retirement/Prof			
	Roberts, Catherine	Teacher, Mathematics, MS Lee Middle **28.20 Years**	2/4/2023
	Tuttle, Jennifer	Teacher, ESOL Resource Prine Elementary **30.20 Years**	4/1/2023
Retirement/Supp			
	Hopkins, Rosemary	Senior School Secretary, ES Palm View K-8 **35.12 Years**	4/1/2023
	Robertson, Luegene	Bus Aide Matzke Support Center **34.80 Years**	4/1/2023

Type		Information/Position/Location	Eff Date
	Tarwoe, John	Head Custodian I Kinnan Elementary **33.58 Years**	4/1/2023
	Welch, William	Head Custodian II Professional Support Center **18.06 Years**	3/1/2023
Terminations/Para			
	Marquez, Kyoko	Teacher Aide, ESE Miller Elementary	1/21/2023
	Shippey, Sean	Classroom Sub Parrish Community High	1/26/2023
Terminations/Prof			
	James, Elizabeth	Teacher, Technology Manatee Technical College	1/25/2023
Terminations/Supp			
	Galligan, Tanya	Bus Driver Matzke Support Center	1/18/2023
	Washington, Janiia	Bus Aide Matzke Support Center	1/25/2023
Transfers/Admin			
	Becker, Dawn	From: Teacher, Spcl Assgn, Basic Instr Professional Support Center To: Curriculum Specialist - Math Professional Support Center	2/21/2023
	Cox, Laura	From: School Secretary I Parrish Community High To: Agency Administrative Associate School Support Center	2/19/2023
	Johnson, Bethany	From: Instruction Curric Splst/Mgr. Manatee Technical College To: Human Resource Specialist II School Support Center	2/20/2023
	Juengling, Ryan	From: Fiscal Specialist School Support Center To: Financial Analyst School Support Center	1/22/2023
	Woodburn, Robert	From: Bookstore Clerk, MIT, P/T Manatee Technical College	1/22/2023

Type		Information/Position/Location	Eff Date
		To: Bookstore Manager Manatee Technical College	
Transfers/Para			
	Cole, Camille	From: Custodian 8 Hr. Sea Breeze Elementary To: Teacher Aide, ESE Moody Elementary	2/5/2023
	Higdon, Jammeria	From: Teacher Aide, ESE Harllee Full Support Center To: Teacher Aide, ESE Southeast High	2/5/2023
	Morales, Jaime	From: Classroom Sub Rogers Garden-Bullock Elementary To: Teacher Assistant, MS, ISS Sugg Middle	2/5/2023
Transfers/Prof			
	Alexander, Brianne	From: Fifth Grade Teacher Bashaw Elementary To: Teacher, Resource Oneco Elementary	1/22/2023
	Batiz, JoAnne	From: Classroom Sub Moody Elementary To: Fourth Grade Teacher Moody Elementary	1/22/2023
	Bostick, Leslie	From: Sub School Nurse School Support Center To: Teacher, Health, HS Parrish Community High	2/19/2023
	Lovin, Tara	From: Teacher Aide, ESE Jain Middle To: Teacher, VE/SC Daughtrey Elementary	1/22/2023
	McNear, Koral	From: Teacher Aide, ES Tillman Elementary To: Second Grade Teacher Tillman Elementary	1/22/2023
	Von Versen, Vanessa	From: Teacher Aide, ESOL Blackburn Elementary	2/5/2023

Type		Information/Position/Location	Eff Date
		To: Fifth Grade Teacher Blackburn Elementary	
Transfers/Support			
	Fernandez Rojas, Marilin	From: Food Services Worker - 5 Hr. Harllee Full Support Center To: Food Services Worker - 6 Hr. Bayshore High	2/5/2023
	Fredlund, Catherine	From: Custodian 8 Hr. Willis Elementary To: Bus Aide Matzke Support Center	2/5/2023
	Jordan, Denise	From: Secretary II - 12 Mo. Professional Support Center To: Administration Secretary Professional Support Center	2/5/2023
	Matthews, Celeste	From: Classroom Sub Southeast High To: School Clerical Asst., 10 Mo. Southeast High	1/22/2023
	Ohara, Vicky	From: Food Service Worker - 5 Hr. Mills Elementary To: Food Service Worker - 6 Hr. Palm View K-8	1/23/2023
	Staton, Tiffany	From: Food Service Assistant Manager Gullett Elementary To: Cafeteria Manager I Harllee Full Service Support Center	2/5/2023
	Velasquez, Jocelyn	From: Assistant Manager, FDS, Floater Wakeland Support Center To: Food Service Assistant Manager Parrish Community High	1/22/2023

AGENDA ITEM NO. 16.7

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

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

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

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

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
OOF Content BM 2.28.2023
OOF ESOL BM 2.28.2023
OOF Reading BM 2.28.2023

OOF Content 2.28.23 BM		
Last Name	First Name	Department
Armer	Harry	King Middle School
Hudson	Le' Nora	Rogers Garden-Bullock ES
Braendel	Patricia	Prine Elementary School
Lovin	Tara	Daughtrey Elementary School
Disney	Jessica	Palma Sola Elementary School
Keen	Christine	Myakka Elementary School
Nueva	Abigail	Miller Elementary School
Smith	Carleen	Manatee Elementary School
Thompson	Sherryce	Blackburn Elementary School
Taylor	Madison	Kinnan Elementary School
Simpson	Nancy	Kinnan Elementary School
Couvertier Mojica	Martha	Manatee Elementary School
McNear	Koral	Tillman Elementary School
Milhaven	James	Bashaw Elementary School
Hoag	Elissa	King Middle School
Mihalik	Donald	Lakewood Ranch High School
Altes	Amanda Jade	Moody Elementary School
Anderson	Deondrick	Sable Acad Behavioral Learning
Bugg	Andrew	Sable Acad Behavioral Learning
Franco Rengifo	Valentina	Bashaw Elementary School
Giustino	Alicia	Kinnan Elementary School
Ralston	Emily	Lincoln Memorial Middle School
Masterson	Teresa	McNeal Elementary School
Fishman	Farrah	Oneco Elementary School
Narvaez	Cristina	Palmetto Elementary School
Narvaez	Cristina	Palmetto Elementary School
McGill	Kasey	Parrish Community High School
Gundersheimer	Lee	Southeast High School
Reeves	Zachary	Braden River High School
Simpson	Nancy	Kinnan Elementary School
Solano	Gabriella	Oneco Elementary School
Wolter	Timothy	King Middle School
Woellmer	Brittney	Oneco Elementary School
Anderson	Deondrick	Sable Acad Behavioral Learning
Lejarzar	Gary	Tillman Elementary School
Miller	Craig	King Middle School
Clark	Cayla	Rogers Garden-Bullock ES
Hunter	Hannah	Willis Elementary School
Hunter	Hannah	Willis Elementary School
Hunter	Hannah	Willis Elementary School
Washington	Paula	Manatee Elementary School
Price	Kavious	Manatee High School
Hrubes	Jill	Palmetto Elementary School
Hrubes	Jill	Palmetto Elementary School
Howard	Joshua	Parrish Community High School

Fenton	Michelle	Harvey Elementary School
Sabo	Benjamin	Johnson K-8 Sch of Int Studies
Grant	Kimberly	Moody Elementary School
Erhardt	Bruce	Palm View K-8 School
DiStefano	Anthony	Palm View K-8 School
Hrubes	Jill	Palmetto Elementary School
Bock	Michael	Braden River High School
Robinson	Tamya	Lincoln Memorial Middle School
Byrd	Angelik	Horizons Academy
Mendez	Jessica	Braden River High School
Daly	Stefania	Lee Middle School
Frank	Anna	Blackburn Elementary School
Frank	Anna	Blackburn Elementary School
Zuluaga	Diana	Rogers Garden-Bullock ES
Chacon	Anna	Manatee Elementary School
Negroni	Ivette	Manatee Elementary School
Hamilton	Sabrina	Manatee Elementary School
Jackman	Jeremy	Manatee Elementary School
Coberly	Wendy	Bashaw Elementary School
Henriquez Mendoza	Daniela	Palmetto Elementary School
Bock	Jessie	Gullett Elementary School
Gobbo	Gabriella	Abel Elementary School
Beebe	Patricia	Jain Middle School
Pena	Alexandra	Braden River Elementary School
Pena	Alexandra	Braden River Elementary School
Pena	Alexandra	Braden River Elementary School
Ehresmann-Dryer	Gail	Stewart Elementary School
Collier	Robert	Lakewood Ranch High School
Marchese	LIsa	Buffalo Creek Middle School
Kozuch	Samantha	Palmetto High School
Collins	Alison	Sea Breeze Elementary School
Collins	Alison	Sea Breeze Elementary School
Dejneka	Ulyana	Braden River High School
CARDER	ARIADNE	Rogers Garden-Bullock ES
Coleman	Brittney	Tara Elementary School
Dickens	Heather	Bashaw Elementary School
Walton	Ronald	Blackburn Elementary School
Ansbro	Emily	Palmetto High School
Darland	Deborah	Southeast High School
Franklin	Katrina	Manatee Elementary School
Hebert	Kristy	Parrish Community High School
Garner	Alex	Palmetto High School
Garner	Alex	Palmetto High School
Freeman	Brea	Lee Middle School
Hodge	Toni Ann	Willis Elementary School
Hodge	Toni Ann	Willis Elementary School
Nolin	Suzanne	Lakewood Ranch High School

Nolin	Suzanne	Lakewood Ranch High School
Bugg	Andrew	Sable Acad Behavioral Learning
Bugg	Andrew	Sable Acad Behavioral Learning
Diss	Amy	Braden River Middle School
Snowden	Rachel	Manatee Elementary School
Murphy	Jack	Buffalo Creek Middle School
Wilkes	Bernard	Lakewood Ranch High School
Krell	Samantha	Lakewood Ranch High School
Suchy	Michael	Manatee High School
Phillips	Dianne	Williams Elementary School
Boyd	Stephanie	Jain Middle School
Wright	Rebecca	Buffalo Creek Middle School
Weingold	Kevin	Buffalo Creek Middle School
Jones	Cary	Parrish Community High School
Shreve	Heather	Rogers Garden-Bullock ES
Boardman	Kerri	Braden River Elementary School
Huffman	Julia	Daughtrey Elementary School
Hammer	Lisa	Bayshore Elementary School
Vasiliou	Gina	Harvey Elementary School
Baity	Reggie	Johnson K-8 Sch of Int Studies
Campos	Brittnee	Palm View K-8 School
Dorman	Brianne	Sea Breeze Elementary School
John	Melissa	Williams Elementary School
Baucom	Ellen	Harvey Elementary School
Baucom	Ellen	Harvey Elementary School
Webb	James	Palmetto High School
Wright	Kimberly	Horizons Academy
Torchia	Whitney	Mills Elementary School
Torchia	Whitney	Mills Elementary School
McGarry	Hunter	Tillman Elementary School
McGarry	Hunter	Tillman Elementary School
McGarry	Hunter	Tillman Elementary School
Morris	Barbara	Horizons Academy
Sharbono	Christian	Johnson K-8 Sch of Int Studies
Brod	Leah	Oneco Elementary School
Brod	Leah	Oneco Elementary School
Brod	Leah	Oneco Elementary School
Keiper	Keala	Samoset Elementary School
Keiper	Keala	Samoset Elementary School
McDaniel	Lauren	Tara Elementary School
Geldmaker	Stephanie	Freedom Elementary School
Geldmaker	Stephanie	Freedom Elementary School
Geldmaker	Stephanie	Freedom Elementary School
Dowling	Jennifer	Braden River Middle School
Luther	Latece	Lincoln Memorial Middle School
Artis	Heather	Abel Elementary School
Calcorzi	Angel	Bayshore Elementary School

Corbran	Caitlyn	Parrish Community High School
Storm	Megan	Lakewood Ranch High School
Kennedy	Ryan	Parrish Community High School
Westendorf	Michelle	Miller Elementary School
Emerick	Hannah	Sugg Middle School
Neathery	Michele	Bayshore High School
Childers	Kelly	Bayshore High School
Routhier	Charles	Bayshore High School
Hammer	Lisa	Bayshore Elementary School
Russell	Jessica	Jain Middle School
Siegel	Kristin	Parrish Community High School
Pellicone	Jessica	Samoset Elementary School
Miller	Akilla	Manatee High School
Motlow-Newhall	Melanie	Blackburn Elementary School
Wallace	Wayne	Buffalo Creek Middle School
Butcher	John	Sugg Middle School
DiSante	Sommer	Sugg Middle School
Campbell	Emily	Gullett Elementary School
Searls	Darvin	Sable Acad Behavioral Learning
Miller	Angela	Tillman Elementary School
Miller	Angela	Tillman Elementary School
Russell	Jennifer	Johnson K-8 Sch of Int Studies
Russell	Jennifer	Johnson K-8 Sch of Int Studies
Russell	Jennifer	Johnson K-8 Sch of Int Studies
Uhlinger	Chad	Braden River Middle School
Crowe	Maribel	Horizons Academy
Klaput	Joseph	Haile Middle School
Molchany	Megan	Nolan Middle School
Muntz	Steve	Southeast High School
Pope	Eleanor	Tillman Elementary School
Pope	Eleanor	Tillman Elementary School
Zachary	Cassidy	Freedom Elementary School
Smith	Samantha	Horizons Academy
Soudijn	Cheryl	Johnson K-8 Sch of Int Studies
Swinkels	Katherine	Southeast High School
Cobb	Sylvia	Buffalo Creek Middle School
Aguado	Sarah	Moody Elementary School
Matyasi	Matthew	Johnson K-8 Sch of Int Studies
Nicot	Gloria	Nolan Middle School
Nicot	Gloria	Nolan Middle School
Nicot	Gloria	Nolan Middle School
Reeves	Patricia	Braden River Middle School
Sutton	Sierra	Palmetto Elementary School
Martinez	Stephanie	Willis Elementary School
Pippin	Tami	Palm View K-8 School
Pippin	Tami	Palm View K-8 School
Mullins	Robert	Palm View K-8 School

Gibson	Joseph	Haile Middle School
Carpenter	Ashley	Harvey Elementary School
Galati	Natasha	King Middle School
Henry	Louis	Lakewood Ranch High School
Rosario	Wilfredo	Sable Acad Behavioral Learning
Galiardo	Stacey	Palmetto Elementary School
Ngo	Jacqueline	Johnson K-8 Sch of Int Studies
Bomar	Brittani	Kinnan Elementary School
Gardner	Kelly	Lakewood Ranch High School
Gardner	Kelly	Lakewood Ranch High School
Vonseggern	Byron	Haile Middle School
Bracciano	Kathryn	Manatee High School
Keats	Michelle	Freedom Elementary School
Vasquez	Andrea	Braden River High School
Rodgers	Susan	Sugg Middle School
Rodgers	Susan	Sugg Middle School
Rodgers	Susan	Sugg Middle School
Rodgers	Susan	Sugg Middle School
Buchek	Tiffany	Braden River Elementary School
Buchek	Tiffany	Braden River Elementary School
Buchek	Tiffany	Braden River Elementary School
Goodyear	Calaina	Sugg Middle School
Highley	Tamara	Access to Education
Van Zandt	Mary	Tara Elementary School
Strom	Cary	Sable Acad Behavioral Learning
Bishop	Meghan	Southeast High School
Reynolds	Jennifer	Manatee High School
Reynolds	Jennifer	Manatee High School
Reynolds	Jennifer	Manatee High School
Mauk	Kyle	Tillman Elementary School
Mauk	Kyle	Tillman Elementary School
Munive	Daniel	Bayshore Elementary School
Blank	Christopher	Lakewood Ranch High School
Mercado	Giovanna	Daughtrey Elementary School
Day	Christina	Braden River Middle School
Day	Christina	Braden River Middle School
Sharbono	Christian	Johnson K-8 Sch of Int Studies
Ortiz	Joan	Nolan Middle School
Corbett	Brooke	Palmetto High School
Mezzina	Sabrina	King Middle School
Benjoud	Omar	Southeast High School
Williams	Roshun	Lee Middle School
Williams	Roshun	Lee Middle School
Williams	Roshun	Lee Middle School
Steinberg	Brittney	Bayshore Elementary School
Steinberg	Brittney	Bayshore Elementary School
Rogers	Kharma	Access to Education

Bennett	Robert	Bayshore High School
Bennett	Robert	Bayshore High School
Bennett	Robert	Bayshore High School
Movilla	Mercedes	Buffalo Creek Middle School
Movilla	Mercedes	Buffalo Creek Middle School
Movilla	Mercedes	Buffalo Creek Middle School
Hair	Robbin	Samoset Elementary School
Mainer	Angela	Buffalo Creek Middle School
Byrne	James	Bayshore High School
Bigler	Cynthia	Bayshore High School
Balsai	Gina	Samoset Elementary School
McIntosh	Maria	Palma Sola Elementary School
Patalano	Hailey	Parrish Community High School
Williams	Tara	Braden River Middle School
Henderson	Deanna	Jain Middle School
Yueng-Nieves	Kathryn	Freedom Elementary School
Martin	Roderick	Palmetto High School
Trefil	Elsa	Williams Elementary School
Bailey	Michael	Braden River High School
Bailey	Michael	Braden River High School
Bailey	Michael	Braden River High School
Bailey	Michael	Braden River High School
Dehetre	Kimberly	Braden River High School
Thill	Katherine	Freedom Elementary School
King	Christopher	Haile Middle School
Garrity	Patrick	King Middle School
Durocher	Christy	Lincoln Memorial Middle School
Culton	Christopher	Parrish Community High School
Culton	Christopher	Parrish Community High School
Culton	Christopher	Parrish Community High School
Maddox	Annette	Rogers Garden-Bullock ES
Dillahay	Olivia	Tara Elementary School
Alberry	Erika	Rogers Garden-Bullock ES
Wines	Marcia	Southeast High School
Cruz	Marilyn	Mills Elementary School
Cruz	Marilyn	Mills Elementary School
Cruz	Marilyn	Mills Elementary School
Woughter	Cari	Manatee Elementary School
Leonard	Angela	Buffalo Creek Middle School
Leonard	Angela	Buffalo Creek Middle School
Leonard	Angela	Buffalo Creek Middle School
Koehlinger	Melissa	Lakewood Ranch High School
Turi	Amanda	Palm View K-8 School
Pellicone	Jessica	Samoset Elementary School
Wilson	Lynndsey	Sugg Middle School
Wilson	Lynndsey	Sugg Middle School
Wilson	Lynndsey	Sugg Middle School

Wilson	Lynndsey	Sugg Middle School
Deppen	Julie	Willis Elementary School
Fearon	Victoria	Palm View K-8 School
Silva	John	Bayshore High School
Bailey	Michael	Braden River High School
Rivers	Santiego	Lincoln Memorial Middle School
Devlin	Brittany	Jain Middle School
Devlin	Brittany	Jain Middle School
Devlin	Brittany	Jain Middle School
Cobb	Jennifer	Moody Elementary School
Frech	Aaron	Sugg Middle School
Greene	Nailah	Bayshore Elementary School
Davies	Jenna	Parrish Community High School
Tate	Kiara	Southeast High School
Timmons	Brett	Southeast High School
Timmons	Brett	Southeast High School
Timmons	Brett	Southeast High School

Current Jobcode Title	Descr	Eff Date
Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	2/8/2023
Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	2/6/2023
Tchr, VE/SC	Elementary Education K-6	2/5/2023
Tchr, VE/SC	Elementary Education K-6	2/4/2023
Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	2/3/2023
Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	2/2/2023
Tchr, VE/SC	Elementary Education K-6	2/1/2023
Tchr, Third Grade	Elementary Education K-6	1/31/2023
Tchr, First Grade	Elementary Education K-6	1/30/2023
Tchr, Kindergarten	Elementary Education K-6	1/30/2023
Tchr, Intellctual Disabilities	Elementary Education K-6	1/30/2023
Tchr, VE/SC	Elementary Education K-6	1/30/2023
Tchr, Second Grade	Elementary Education K-6	1/30/2023
Tchr, Fifth Grade	Elementary Education K-6	1/27/2023
Tchr, Intellctual Disabilities	Exceptional Student Education K-12	1/27/2023
Tchr, Language Arts, HS	English 6-12	1/24/2023
Tchr, Fourth Grade	Elementary Education K-6	1/24/2023
Tchr, Exceptional Student Educ	Elementary Education K-6	1/23/2023
Tchr, VE	Elementary Education K-6	1/23/2023
Tchr, Fourth Grade	Elementary Education K-6	1/18/2023
Tchr, VE/SC	Elementary Education K-6	1/18/2023
Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	1/18/2023
Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	1/18/2023
Tchr, Third Grade	Elementary Education K-6	1/18/2023
Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	1/18/2023
Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	1/18/2023
Tchr, VE	Exceptional Student Education K-12	1/18/2023
Tchr, VE	Exceptional Student Education K-12	1/18/2023
Tchr, Intellctual Disabilities	Exceptional Student Education K-12	1/17/2023
Tchr, Intellctual Disabilities	Exceptional Student Education K-12	1/17/2023
Tchr, First Grade	Elementary Education K-6	1/17/2023
Tchr, Technology	Engineering and Technology Education	1/13/2023
Tchr, First Grade	Elementary Education K-6	1/13/2023
Tchr, Exceptional Student Educ	Exceptional Student Education K-12	1/10/2023
Tchr, Fifth Grade	Elementary Education K-6	12/13/2022
Tchr, Autism Spectrum Disorder	Elementary Education K-6	12/12/2022
Tchr, Second Grade	Elementary Education K-6	12/9/2022
Tchr, Autism Spectrum Disorder	Elementary Education K-6	12/8/2022
Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	12/8/2022
Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	12/8/2022
Tchr, Third Grade	Elementary Education K-6	12/2/2022
Tchr, VE	Exceptional Student Education K-12	12/2/2022
Tchr, Pre-K Handicapped	Autism Endorsement Year 1	12/2/2022
Tchr, Pre-K Handicapped	Autism Endorsement Year 2	12/2/2022
Tchr, Language Arts, HS	English 6-12	11/14/2022

Tchr, VE/SC	Exceptional Student Education K-12	10/26/2022
Tchr, Technology	Engineering and Technology Education	10/11/2022
Tchr, Music, ES	Music K-12	10/10/2022
Tchr, Social Studies, MS	Middle Grades General Science 5-9	10/10/2022
Tchr, Science, MS	Middle Grades General Science 5-9	10/10/2022
Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	10/8/2022
Tchr, Mathematics, HS	Mathematics 6-12	9/27/2022
Tchr, Technology	Engineering and Technology Education	9/26/2022
Tchr, VE	Exceptional Student Education K-12	9/19/2022
Tchr, Intellctual Disabilities	Exceptional Student Education K-12	9/18/2022
Tchr, Business Technology	Business Education 6-12	9/18/2022
Tchr, VE	Elementary Education K-6	9/12/2022
Tchr, VE	Exceptional Student Education K-12	9/12/2022
Tchr, Second Grade	Elementary Education K-6	9/12/2022
Tchr, Pre-K	PreKindergarten/Primary Education PK-3	9/7/2022
Tchr, Pre-K Handicapped	Exceptional Student Education K-12	9/7/2022
Tchr, Fourth Grade	Elementary Education K-6	9/7/2022
Tchr, Fifth Grade	Elementary Education K-6	9/7/2022
Tchr, Pre-K Integrated	PreKindergarten/Primary Education PK-3	9/6/2022
Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	9/6/2022
Tchr, Kindergarten	Elementary Education K-6	8/31/2022
Tchr, Pre-K Handicapped	Exceptional Student Education K-12	8/30/2022
Tchr, Science, MS	Exceptional Student Education K-12	8/30/2022
Tchr, Autism Spectrum Disorder	Elementary Education K-6	8/29/2022
Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	8/29/2022
Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	8/29/2022
Tchr, Emotion/Behavr Disabil	Elementary Education K-6	8/19/2022
Tchr, Technology	Engineering and Technology Education	8/18/2022
Tchr, VE	Exceptional Student Education K-12	8/17/2022
Tchr, Physical Educ, HS	Health K-12	8/16/2022
Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	8/16/2022
Tchr, Pre-K Handicapped	Exceptional Student Education K-12	8/16/2022
Tchr, Art, HS	Art K-12	8/12/2022
Tchr, Kindergarten	World Language – Spanish K-12	8/8/2022
Tchr, Second Grade	Exceptional Student Education K-12	6/30/2022
Tchr, Fifth Grade	PreKindergarten/Primary Education PK-3	6/16/2022
Tchr, Second Grade	Elementary Education K-6	2/22/2022
Tchr, Language Arts, HS	English 6-12	2/18/2022
Tchr, VE	Elementary Education K-6	2/15/2022
Tchr, Third Grade	Elementary Education K-6	2/14/2022
Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	2/3/2022
Tchr, Technology	Mathematics 6-12	1/21/2022
Tchr, Technology	Business Education 6-12	1/21/2022
Tchr, Autism Spectrum Disorder	PreKindergarten/Primary Education PK-3	1/13/2022
Tchr, Fourth Grade	Autism Endorsement Year 1	1/13/2022
Tchr, Fourth Grade	Autism Endorsement Year 2	1/13/2022
Tchr, Intellctual Disabilities	Elementary Education K-6	12/13/2021

Tchr, Intellctual Disabilities	Exceptional Student Education K-12	12/13/2021
Tchr, VE	Middle Grades Mathematics 5-9	12/13/2021
Tchr, VE	Exceptional Student Education K-12	12/13/2021
Tchr, Family & Cnsumr Sciences	Middle Grades Mathematics 5-9	11/19/2021
Tchr, First Grade	Elementary Education K-6	11/3/2021
Tchr, Social Studies, MS	Social Science 6-12	10/27/2021
Tchr, Social Studies, HS	Social Science 6-12	10/27/2021
Tchr, Language Arts, HS	Social Science 6-12	10/27/2021
Tchr, Physical Educ, HS	Physical Education K-12	10/27/2021
Tchr, Pre-K Handicapped	Elementary Education K-6	10/26/2021
Tchr, Social Studies, MS	Middle Grades English 5-9	10/21/2021
Tchr, Physical Educ, MS	Physical Education K-12	10/14/2021
Tchr, VE/SC	Exceptional Student Education K-12	10/8/2021
Tchr, Technology	Exceptional Student Education K-12	10/7/2021
Tchr, Physical Educ, ES	Elementary Education K-6	10/6/2021
Tchr, VE/SC	Elementary Education K-6	9/27/2021
Tchr, Third Grade	Elementary Education K-6	9/27/2021
Tchr, First Grade	Educational Media Specialist PK-12	9/24/2021
Tchr, Autism Spectrum Disorder	Elementary Education K-6	9/24/2021
Tchr, Emotion/Behavr Disabil	Elementary Education K-6	9/22/2021
Tchr, Fourth Grade	Elementary Education K-6	9/15/2021
Tchr, First Grade	Exceptional Student Education K-12	9/15/2021
Tchr, Second Grade	Exceptional Student Education K-12	9/15/2021
Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/12/2021
Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/12/2021
Tchr, Social Studies, HS	Social Science 6-12	9/12/2021
Tchr, Resource	Mathematics 6-12	9/10/2021
Tchr, Pre-K Handicapped	Autism Endorsement Year 1	9/10/2021
Tchr, Pre-K Handicapped	Autism Endorsement Year 2	9/10/2021
Tchr, VE	Elementary Education K-6	9/8/2021
Tchr, VE	Autism Endorsement Year 1	9/8/2021
Tchr, VE	Autism Endorsement Year 2	9/8/2021
Tchr, Social Studies, HS	Exceptional Student Education K-12	9/3/2021
Tchr, Emotion/Behavr Disabil	Elementary Education K-6	9/1/2021
Tchr, Autism Spectrum Disorder	Elementary Education K-6	9/1/2021
Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/1/2021
Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/1/2021
Tchr, Kindergarten	Elementary Education K-6	8/21/2021
Tchr, Kindergarten	Exceptional Student Education K-12	8/21/2021
Tchr, Second Grade	Educational Media Specialist PK-12	8/21/2021
Tchr, Autism Spectrum Disorder	Elementary Education K-6	8/18/2021
Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	8/18/2021
Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	8/18/2021
Tchr, Mathematics, MS	Elementary Education K-6	8/17/2021
Tchr, Physical Educ, MS	Exceptional Student Education K-12	8/13/2021
Tchr, Fifth Grade	Exceptional Student Education K-12	7/30/2021
Tchr, Fifth Grade	Elementary Education K-6	7/30/2021

Tchr, Agriculture/Nat Resrcs	Middle Grades General Science 5-9	3/10/2021
Tchr, Intellctual Disabilities	Elementary Education K-6	3/6/2021
Tchr, VE	English 6-12	3/6/2021
Tchr, First Grade	Exceptional Student Education K-12	2/6/2021
Tchr, Language Arts, MS	English 6-12	2/3/2021
Tchr, Reading, HS	English 6-12	1/21/2021
Tchr, VE	Elementary Education K-6	1/21/2021
Tchr, Business Technology	Business Education 6-12	1/21/2021
Tchr, First Grade	Elementary Education K-6	1/10/2021
Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	11/4/2020
Tchr, Other Classroom	Biology 6-12	11/4/2020
Tchr, Art, ES	Art K-12	10/28/2020
Tchr, Science, HS	Biology 6-12	10/27/2020
Tchr, Intellctual Disabilities	Elementary Education K-6	10/26/2020
Tchr, Dropout Prevention, MS	Middle Grades English 5-9	10/26/2020
Tchr, ESOL Resource	Middle Grades English 5-9	10/26/2020
Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	10/26/2020
Tchr, Second Grade	Elementary Education K-6	10/22/2020
Tchr, Exceptional Student Educ	Exceptional Student Education K-12	10/20/2020
Tchr, VE	Autism Endorsement Year 1	10/8/2020
Tchr, VE	Autism Endorsement Year 2	10/8/2020
Tchr, Gifted	Gifted Endorsement Class 1	10/7/2020
Tchr, Gifted	Gifted Endorsement Class 2	10/7/2020
Tchr, Gifted	Gifted Endorsement Class 3	10/7/2020
Tchr, Mathematics, MS	Mathematics 6-12	9/29/2020
Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	9/26/2020
Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	9/17/2020
Tchr, Autism Spectrum Disorder	Middle Grades English 5-9	9/17/2020
Tchr, Mathematics, HS	Mathematics 6-12	9/14/2020
Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/14/2020
Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/14/2020
Tchr, VE	Exceptional Student Education K-12	9/13/2020
Tchr, Reading, HS	Exceptional Student Education K-12	9/13/2020
Tchr, Pre-K Integrated	Exceptional Student Education K-12	9/13/2020
Tchr, Science, HS	Middle Grades General Science 5-9	9/13/2020
Tchr, Intellctual Disabilities	Elementary Education K-6	9/10/2020
Tchr, VE/SC	Elementary Education K-6	8/28/2020
Tchr, Science, MS	Middle Grades General Science 5-9	8/27/2020
Tchr, Intellctual Disabilities	Elementary Education K-6	8/27/2020
Tchr, Intellctual Disabilities	Autism Endorsement Year 1	8/27/2020
Tchr, Intellctual Disabilities	Autism Endorsement Year 2	8/27/2020
Tchr, Social Studies, MS	Middle Grades Mathematics 5-9	8/18/2020
Tchr, Fourth Grade	Exceptional Student Education K-12	8/10/2020
Tchr, VE/SC	Exceptional Student Education K-12	8/7/2020
Tchr, VE	Autism Endorsement Year 1	8/6/2020
Tchr, VE	Autism Endorsement Year 2	8/6/2020
Tchr, Technology	Engineering and Technology Education	8/4/2020

Tchr, Art, MS	Engineering and Technology Education	8/3/2020
Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	8/3/2020
Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	8/3/2020
Tchr, World Language, HS	Middle Grades Mathematics 5-9	8/3/2020
Tchr, Physical Educ, MS	Exceptional Student Education K-12	8/3/2020
Tchr, Combination, ES Grds	Exceptional Student Education K-12	7/31/2020
Tchr, First Grade	World Language – Spanish K-12	7/30/2020
Tchr, Fifth Grade	Exceptional Student Education K-12	7/28/2020
Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	7/23/2020
Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	7/23/2020
Tchr, Science, MS	Exceptional Student Education K-12	7/21/2020
Tchr, Science, HS	Middle Grades General Science 5-9	7/20/2020
Tchr, Second Grade	Exceptional Student Education K-12	7/19/2020
Tchr, World Language, HS	Elementary Education K-6	6/9/2020
Tchr, Reading, MS	Middle Grades Mathematics 5-9	6/9/2020
Tchr, Reading, MS	Middle Grades General Science 5-9	6/9/2020
Tchr, Reading, MS	Middle Grades Social Science 5-9	6/9/2020
Tchr, Reading, MS	Middle Grades English 5-9	5/12/2020
Tchr, Autism Spectrum Disorder	Elementary Education K-6	3/11/2020
Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	3/11/2020
Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	3/11/2020
Tchr, Social Studies, MS	Exceptional Student Education K-12	3/5/2020
Tchr, Exceptional Student Educ	Elementary Education K-6	1/30/2020
Tchr, VE	Elementary Education K-6	1/21/2020
Tchr, Exceptional Student Educ	English 6-12	1/8/2020
Tchr, Science, HS	Middle Grades General Science 5-9	1/8/2020
Tchr, Science, HS	Gifted Endorsement Class 1	12/12/2019
Tchr, Science, HS	Gifted Endorsement Class 2	12/12/2019
Tchr, Science, HS	Gifted Endorsement Class 3	12/12/2019
Tchr, Physical Educ, ES	Elementary Education K-6	12/2/2019
Tchr, Physical Educ, ES	Exceptional Student Education K-12	12/2/2019
Tchr, Third Grade	Exceptional Student Education K-12	11/12/2019
Tchr, Health, HS	Middle Grades General Science 5-9	10/29/2019
Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	10/23/2019
Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/16/2019
Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/16/2019
Tchr, Emotion/Behavr Disabil	Physical Education K-12	10/16/2019
Tchr, Science, MS	Middle Grades General Science 5-9	10/16/2019
Tchr, Other Classroom	World Language – Spanish K-12	10/16/2019
Tchr, VE	Elementary Education K-6	10/10/2019
Tchr, VE	Exceptional Student Education K-12	10/9/2019
Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/4/2019
Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/4/2019
Tchr, Emotion/Behavr Disabil	Middle Grades Social Science 5-9	10/4/2019
Tchr, Kindergarten	Autism Endorsement Year 1	8/30/2019
Tchr, Kindergarten	Autism Endorsement Year 2	8/30/2019
Tchr, Exceptional Student Educ	Elementary Education K-6	8/9/2019

Tchr, VE	Elementary Education K-6	8/9/2019
Tchr, VE	Autism Endorsement Year 1	8/9/2019
Tchr, VE	Autism Endorsement Year 2	8/9/2019
Tchr, World Language, MS	Gifted Endorsement Class 1	8/9/2019
Tchr, World Language, MS	Gifted Endorsement Class 2	8/9/2019
Tchr, World Language, MS	Gifted Endorsement Class 3	8/9/2019
Tchr, Pre-K Handicapped	Exceptional Student Education K-12	8/8/2019
Tchr, Business Technology	Elementary Education K-6	8/2/2019
Tchr, Science, HS	Physics 6-12	8/1/2019
Tchr, Science, HS	Middle Grades General Science 5-9	8/1/2019
Tchr, First Grade	PreKindergarten Disabilities Endorsement	8/1/2019
Tchr, VE/SC	Elementary Education K-6	7/15/2019
Tchr, Art, HS	Drama 6-12	7/1/2019
Tchr, VE	Social Science 6-12	3/8/2019
Tchr, Science, MS	Social Science 6-12	3/8/2019
Tchr, Pre-K Handicapped	Elementary Education K-6	3/1/2019
Tchr, Mathematics, HS	Mathematics 6-12	3/1/2019
Tchr, VE	Elementary Education K-6	3/1/2019
Tchr, Emotion/Behavr Disabil	Earth-Space Science 6-12	2/28/2019
Tchr, Emotion/Behavr Disabil	English 6-12	2/28/2019
Tchr, Emotion/Behavr Disabil	Health K-12	2/28/2019
Tchr, Emotion/Behavr Disabil	Mathematics 6-12	2/28/2019
Tchr, Science, HS	Earth-Space Science 6-12	2/28/2019
Tchr, Fourth Grade	Elementary Education K-6	2/28/2019
Tchr, Autism Spectrum Disorder	Elementary Education K-6	2/28/2019
Tchr, Dropout Prevention, MS	Business Education 6-12	2/28/2019
Tchr, Mathematics, MS	Exceptional Student Education K-12	2/28/2019
Tchr, Physical Educ, HS	Biology 6-12	2/28/2019
Tchr, Physical Educ, HS	English 6-12	2/28/2019
Tchr, Physical Educ, HS	Mathematics 6-12	2/28/2019
Tchr, Intellctual Disabilities	Elementary Education K-6	2/28/2019
Tchr, VE/SC	Exceptional Student Education K-12	2/28/2019
Tchr, VE/SC	Elementary Education K-6	1/23/2019
Tchr, Language Arts, HS	English 6-12	1/10/2019
Tchr, Pre-K Handicapped	Elementary Education K-6	11/5/2018
Tchr, Pre-K Handicapped	Autism Endorsement Year 1	11/5/2018
Tchr, Pre-K Handicapped	Autism Endorsement Year 2	11/5/2018
Tchr, Fifth Grade	PreKindergarten Disabilities Endorsement	10/19/2018
Tchr, Gifted	Gifted Endorsement Class 1	10/17/2018
Tchr, Gifted	Gifted Endorsement Class 2	10/17/2018
Tchr, Gifted	Gifted Endorsement Class 3	10/17/2018
Tchr, Intellctual Disabilities	Elementary Education K-6	10/17/2018
Tchr, VE	Elementary Education K-6	10/17/2018
Tchr, Art, ES	Engineering and Technology Education	10/17/2018
Tchr, VE	Middle Grades English 5-9	10/17/2018
Tchr, VE	Middle Grades Mathematics 5-9	10/17/2018
Tchr, VE	Middle Grades General Science 5-9	10/17/2018

Tchr, VE	Middle Grades Social Science 5-9	10/17/2018
Tchr, Third Grade	Middle Grades English 5-9	10/4/2018
Tchr, Language Arts, MS	Elementary Education K-6	9/5/2018
Tchr, Science, HS	Middle Grades General Science 5-9	8/31/2018
Tchr, Emotion/Behavr Disabil	Social Science 6-12	8/27/2018
Tchr, Dropout Prevention, MS	Exceptional Student Education K-12	8/27/2018
Tchr, Science, MS	Gifted Endorsement Class 1	8/20/2018
Tchr, Science, MS	Gifted Endorsement Class 2	8/20/2018
Tchr, Science, MS	Gifted Endorsement Class 3	8/20/2018
Tchr, Fourth Grade	Elementary Education K-6	8/20/2018
Tchr, Social Studies, MS	Elementary Education K-6	8/14/2018
Tchr, First Grade	Elementary Education K-6	8/10/2018
Tchr, Other Classroom	Biology 6-12	8/10/2018
Tchr, Other Classroom	English 6-12	8/10/2018
Tchr, Other Classroom	English 6-12	6/23/2018
Tchr, Other Classroom	Middle Grades General Science 5-9	6/23/2018
Tchr, Other Classroom	Social Science 6-12	6/23/2018

Due Date
2/8/2024
5/31/2022
2/5/2024
2/1/2024
10/22/2023
5/31/2023
11/21/2022
9/22/2024
1/9/2024
10/1/2024
1/30/2024
5/31/2023
1/22/2024
1/9/2024
1/9/2024
1/24/2024
1/24/2024
1/9/2023
11/29/2022
1/8/2024
1/9/2024
11/28/2023
11/28/2023
5/31/2023
5/31/2023
5/31/2024
10/16/2023
10/12/2022
5/31/2023
10/24/2023
5/31/2023
10/8/2023
10/17/2023
1/10/2024
5/31/2023
11/28/2023
5/31/2023
5/31/2025
5/31/2023
5/31/2024
11/28/2023
11/28/2023
5/31/2024
5/31/2024
5/30/2023

10/14/2023
10/11/2022
5/31/2023
5/31/2023
5/31/2023
5/31/2023
5/31/2023
9/26/2023
5/31/2023
5/31/2023
5/31/2023
5/31/2023
5/31/2024
5/31/2023
5/31/2023
5/31/2023
5/31/2023
5/31/2023
5/31/2023
5/31/2023
5/31/2023
5/31/2023
5/31/2023
5/31/2024
5/31/2023
5/31/2023
5/31/2023
5/31/2023
5/31/2023
5/31/2023
5/31/2023
5/31/2023
5/31/2023
5/31/2023
5/31/2023
2/7/2023
9/30/2022
5/31/2022
2/7/2023
5/31/2022
11/1/2022
5/31/2022
1/10/2023
1/10/2023
1/4/2023
12/13/2022
12/13/2023
12/13/2022

12/13/2023
11/29/2022
11/29/2022
11/29/2022
11/15/2022
10/7/2022
10/21/2022
10/21/2022
10/12/2022
8/1/2022
10/5/2022
9/30/2022
10/7/2022
10/4/2022
9/13/2022
9/27/2021
5/31/2020
1/10/2022
5/31/2022
5/31/2022
5/31/2023
9/15/2022
5/31/2022
5/31/2022
5/31/2023
5/31/2022
5/31/2022
5/31/2022
5/31/2023
5/31/2022
5/31/2022
5/31/2023
6/30/2022
5/31/2022
5/31/2022
5/31/2022
5/31/2023
5/31/2022
5/31/2022
5/31/2022
5/31/2022
5/31/2022
5/31/2023
5/31/2022
5/31/2022
5/31/2022
5/31/2022

5/31/2021
2/12/2022
2/12/2022
1/11/2022
1/12/2022
5/31/2021
1/21/2022
5/31/2021
1/10/2022
10/30/2021
10/19/2021
10/20/2021
10/8/2021
10/8/2021
10/8/2021
10/8/2021
10/8/2021
9/22/2021
10/8/2021
10/5/2021
10/5/2022
10/5/2021
10/5/2022
10/5/2023
9/23/2021
5/31/2021
5/31/2021
5/31/2021
5/31/2021
5/31/2021
5/31/2022
5/31/2020
5/31/2021
5/31/2021
5/31/2021
9/10/2021
5/31/2021
10/2/2021
5/31/2021
5/31/2021
5/31/2022
5/31/2021
5/31/2021
5/31/2021
5/31/2021
5/31/2022
5/31/2021

5/31/2021
5/31/2021
5/31/2021
1/3/2021
5/31/2021
5/31/2021
5/31/2021
5/31/2021
5/31/2021
5/31/2021
5/31/2022
5/31/2021
5/31/2021
5/31/2021
5/31/2021
5/31/2021
5/31/2021
5/31/2022
5/31/2023
6/10/2020
2/28/2023
2/28/2021
2/28/2022
5/31/2020
2/7/2021
1/6/2021
10/7/2019
10/7/2020
5/31/2020
5/31/2021
5/31/2022
12/2/2020
12/2/2021
5/31/2021
10/31/2020
7/13/2018
10/16/2021
10/16/2022
10/16/2020
10/21/2021
10/11/2021
10/1/2021
5/31/2022
10/12/2019
10/12/2019
10/12/2019
5/1/2020
5/1/2021
5/31/2022

5/31/2021
5/31/2021
5/31/2022
5/31/2020
5/31/2021
5/31/2022
5/31/2020
5/1/2020
12/18/2020
5/31/2019
5/30/2020
5/31/2021
5/31/2021
9/5/2018
9/5/2018
10/5/2019
3/5/2020
10/12/2019
10/4/2022
10/4/2021
10/4/2023
10/4/2021
2/1/2020
3/2/2019
10/3/2019
10/15/2019
2/14/2020
3/4/2021
3/4/2020
3/4/2022
2/6/2006
3/1/2020
11/9/2019
12/12/2019
11/5/2019
11/5/2019
11/5/2020
10/19/2019
5/31/2019
5/31/2020
5/31/2021
10/3/2020
10/3/2019
3/20/2019
10/3/2021
10/23/2020
10/3/2022

10/3/2020
5/31/2019
5/31/2019
5/31/2019
5/31/2019
5/31/2019
8/1/2019
5/30/2020
5/30/2021
5/30/2019
6/30/2018
5/31/2019
5/31/2019
5/31/2019
9/18/2020
9/18/2018
9/18/2019

OOF ESOL 2.28.2023 BM						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
McCray	Juliette	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/7/2019	8/1/2021
Miller	Cory	Horizons Academy	Tchr, Science, MS	ESOL End. Class 1	6/28/2019	6/1/2015
Beck	Karen	Bayshore Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/12/2021	8/1/2023
Aadson	Tatyana	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	5/7/2019	8/1/2007
Kanai	Kazuki	Kinnan Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	6/28/2019	7/1/2010
Palmiere	Kelly	Braden River Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/13/2019	5/2/2003
Assha	Paola	Buffalo Creek Middle School	Tchr, Science, MS	ESOL End. Class 1	3/11/2021	8/1/2012
Hayes	Ellie	Sea Breeze Elementary School	Tchr, Resource	ESOL End. Class 1	5/22/2019	4/20/2009
Hinton	Renee	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/14/2019	6/24/2005
Haushalter	Dawn	Lakewood Ranch High School	Tchr, ESOL Resource	ESOL End. Class 1	1/21/2020	8/1/2021
Odell	Keltie	Manatee High School	Tchr, Business Technology	ESOL End. Class 1	5/8/2019	8/1/2007
Perry	Sarah	Bayshore High School	Tchr, VE	ESOL End. Class 3	8/20/2020	8/1/2023
D'Urso	Maureen	Palmetto High School	Tchr, VE	ESOL End. Class 1	6/27/2019	4/19/2011
Phillips	Kristen	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/7/2019	7/1/2010
Douglas	Kelli	Palmetto High School	Tchr, Mathematics, HS	ESOL End. Class 1	3/10/2021	8/1/2012
Kelly	Ann	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	5/15/2019	8/1/2018
Seiler	Tracy	Witt Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/27/2019	5/17/2021
Brown	Robin	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/13/2022	1/23/2024
Morris	Amy	Miller Elementary School	Tchr, VE	ESOL End. Class 1	6/19/2019	10/25/2007
Krakowski	Michelle	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	6/28/2019	8/1/2021
Jaimes	Maria	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	3/1/2021	8/1/2021
Griffon	Joy	Oneco Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/27/2021	8/1/2022
Baxter	Maurice	Manatee Elementary School	Tchr, VE/SC	ESOL End. Class 1	9/6/2019	8/1/2012
Lynch	Sarah	Stewart Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/10/2019	4/26/2006
Gardini	Elizabeth	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/4/2019	8/1/2020
Delgado Vazquez	Mirla	Daughtrey Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	3/9/2021	8/1/2015
Babroski	Angela	Manatee High School	Tchr, Dance, HS	ESOL End. Class 1	5/8/2019	8/1/2009
Mason	Debra	Tillman Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/19/2019	8/1/2014
Keenan	Cara	McNeal Elementary School	Tchr, VE	ESOL End. Class 1	6/5/2019	7/1/2013
Carroll	Laura	Horizons Academy	Tchr, Reading, HS	ESOL End. Class 1	6/28/2019	1/1/2017
Bratton	Kamille	Blackburn Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/30/2023	8/1/2022
Rambo	Christopher	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2014
Holbrook	Colleen	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/17/2019	7/1/2013
Cummins	Anthony	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	4/3/2019	8/1/2013
Perez Valdez	Ruth	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1	5/17/2020	8/1/2019
Peters	Tina	McNeal Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/5/2019	8/1/2019
Winston	Lora	Haile Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	5/15/2019	8/4/2017
Ajani-Smith	Leonilla	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	6/21/2019	8/1/2015
Thomas	Tanya	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/30/2020	8/1/2021
Lyons	Kathleen	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	6/26/2019	7/1/2012
Thomas	Sheree	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2018	8/1/2018
Perkins	Sonja	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	ESOL End. Class 1	5/13/2019	5/23/1998
Ingham	Gwyneth	McNeal Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/5/2019	7/1/2014
Bowers	Ann	Braden River Middle School	Tchr, VE	ESOL End. Class 1	5/13/2019	8/1/2012
Baker	Sarah	Freedom Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2015
Fluellen-Reitwiesner	Regina	Jain Middle School	Tchr, VE	ESOL End. Class 1	5/13/2019	12/5/2016
Luck	Michelle	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	5/22/2019	8/1/2019
Norman-Webb	Michelle	Southeast High School	Tchr, Music, HS	ESOL End. Class 1	5/9/2019	1/19/2011
Hosker	Jeanne	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/21/2018	8/1/2019
Childress	Ashley	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	11/17/2020	8/1/2022
Bryant	Andre	Braden River Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	10/23/2020	8/1/2022
Wardell	Amy	Gullett Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	6/12/2019	12/3/2002
Myers	William	Tillman Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	2/8/2023	8/1/2021
Peters	David	Harvey Elementary School	Tchr, VE	ESOL End. Class 1	8/31/2018	8/1/2020
Tschiember	Darlene	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/24/2018	8/1/2020
Gleason	Katie	Palm View K-8 School	Tchr, First Grade	ESOL End. Class 1	6/21/2019	12/14/2015
Paternostro	Nicole	Parrish Community High School	Tchr, Other Classroom	ESOL End. Class 1	5/7/2019	8/1/2019
Pope	Misty	Nolan Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/11/2018	8/1/2015
Bizek	Sara	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	4/3/2019	8/1/2013
Waldrop	Stephanie	Mills Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/7/2019	7/1/2015
Rueping	Melissa	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2016
Chabak	Donna	Bashaw Elementary School	Tchr, Intellctual Disabilities	ESOL End. Class 1	6/21/2019	8/1/2018
Anderson	Heather	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/17/2019	6/12/2014
Gulbrandsen	Angela	McNeal Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/5/2019	8/1/2019

Grant	Jennifer	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/13/2019	12/14/2015
Hart	Vera	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2016
Boyd	Malinda	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/17/2019	8/1/2019
Vicens	Sarah	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/19/2020	8/1/2022
Ortega	Tabitha	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Galletta	Kimberly	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/27/2019	4/24/2020
Bickford	Heidemarie	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	10/30/2019	8/1/2021
Kudelko	David	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/11/2019	8/1/2016
Hubley	Jennifer	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Garcia	Frances	Blackburn Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/12/2019	8/1/2019
Pond	Kelli	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/21/2018	8/1/2020
Earl	Lauren	Blackburn Elementary School	Tchr, Third Grade	ESOL End. Class 1	3/3/2022	8/1/2020
Hustedt	Linda	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/13/2019	8/1/2019
Jackson	Brandi	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	12/19/2018	8/1/2021
Devriendt	Erin	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2016
Russ	Carrie	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	2/7/2023	8/1/2020
Mcclone	Jillian	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	5/17/2019	5/8/2016
Anioce	Swenson	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/9/2021	8/1/2023
Lentzke	Rose	Bayshore High School	Tchr, Reading, HS	ESOL End. Class 1	7/18/2019	8/1/2021
Cannon	Angela	Witt Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/27/2019	8/1/2017
Pena	Olga	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2018	8/1/2017
Overby	Molly	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/12/2019	6/18/1998
Lovewell	Chad	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	5/15/2019	6/7/2012
Stevens	Samantha	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/30/2019	8/1/2017
Mueller	Megan	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/7/2019	8/1/2017
Jones	Kimberly	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/30/2019	8/1/2019
Nickerson	Susan	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/7/2019	2/11/2012
Candelora Baker	Nicole	Samoset Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/21/2019	7/1/2020
Nelson	Stacie	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	3/8/2021	8/1/2017
Townsend	Emily	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 4	1/9/2022	2/20/2020
Lima	Fernanda	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/10/2020	8/1/2017
Lund	Ashley	Manatee Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	3/3/2021	8/1/2021
Arsalai	Sadaf	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/15/2021	8/1/2023
Llamas	Jacqueline	Braden River Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/24/2018	8/1/2020
Comegno	Iris	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/3/2019	8/1/2018
Nunemaker	Jessica	Manatee Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/3/2019	8/1/2018
Moreno-Hernandez	Diana	Oneco Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	10/27/2021	8/1/2023
Scott-Atbashian	Larissa	Blackburn Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/12/2019	8/1/2017
Berumen-Marquez	Blanca	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	2/4/2023	8/1/2024
Lane	Barbara	Freedom Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	1/27/2023	8/1/2021
Bean	Sophie	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/27/2018	8/1/2020
Ruiz	Justin	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	10/4/2018	8/1/2020
Frisbie	Jason	Willis Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	6/11/2019	8/1/2018
Erby	Lisa	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/21/2018	8/1/2019
Balatoni	Albana	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	6/3/2019	8/1/2018
Coetzee	Nicolette	Lakewood Ranch High School	Tchr, Social Studies, HS	ESOL End. Class 1	9/18/2020	8/1/2022
Neri	Anna	Miller Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	6/19/2019	8/1/2017
Jandula	Sommer	Kinnan Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/4/2019	8/1/2018
Clark	Julie	Blackburn Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/12/2019	8/1/2018
Thornton	Joshua	Bashaw Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 4	12/8/2021	10/27/2020
Pinckney	Lesley	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/22/2018	8/1/2020
Holmes	Harold	Oneco Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	6/19/2019	8/1/2016
Rulhe	Heather	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/19/2019	8/1/2018
Small	Tyler	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Moore	Peggy	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	1/8/2020	8/1/2020
Wright	Kelly	Tara Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/10/2019	8/1/2017
Holgado Castro	Sandra	Johnson K-8 Sch of Int Studies	Tchr, ESOL Resource	ESOL End. Class 4	1/4/2022	1/4/2022
Gould	Allicia	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/19/2019	8/1/2021
Urban	Tiffany	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Cardozo	Chelsea	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/5/2019	8/1/2021
Sneed	Nicole	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/31/2018	8/1/2020
Winfield	Meigan	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/5/2018	8/1/2020
Ramos Chesnik	Claudia	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/21/2019	8/1/2019
Walker	Michael	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	1/19/2021	8/1/2021
Chanelo Rodriguez	Edith	Blackburn Elementary School	Tchr, Kindergarten	ESOL End. Class 1	10/15/2021	8/1/2023
Gilbank	Kristen	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	9/19/2022	8/1/2024

Santiago	Loida	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	10/10/2018	8/1/2020
Melo Espinosa	Saharai	Southeast High School	Tchr, World Language, HS	ESOL End. Class 1	5/9/2019	8/1/2019
Chalmers	Wendi	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/22/2018	8/1/2019
Bixler	Kathleen	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	6/21/2019	8/1/2019
Davis	Ashley	Myakka Elementary School	Tchr, VE/SC	ESOL End. Class 1	2/2/2023	8/1/2024
Givens	Phyllis	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	6/13/2019	8/1/2019
Cartwright	Elizabeth	Southeast High School	Tchr, Reading, HS	ESOL End. Class 1	8/5/2019	8/1/2021
Hughes	Holley	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/21/2018	8/1/2019
Rumbaugh	Meghan	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2019
Moeller	Renee	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	5/22/2019	8/1/2019
Collett	Dana	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Anderson	Megan	Tara Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/10/2019	8/1/2019
Noll	Adrienne	Freedom Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/11/2019	8/1/2018
Shea	Julie	Gullett Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/12/2019	8/1/2019
Ventling	Olivia	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	6/3/2019	8/1/2019
Carenza	Kimberly	Haile Middle School	Tchr, VE	ESOL End. Class 1	8/21/2018	8/1/2019
Miller	Melanie	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/7/2019	8/1/2019
Cochran	Elizabeth	Braden River Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/3/2019	8/1/2019
Lamar	Amber	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Feliciano	Sarah	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/29/2021	8/1/2023
Sirota	Leigh	Mills Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/7/2019	8/1/2018
Boggs	Olivia	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Wagstaff	Michele	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/19/2019	8/1/2019
Graczyk	Alycia	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	5/22/2019	8/1/2019
Merrill	Kendra	Kinnan Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/4/2019	8/1/2019
Post	Kristy	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	9/9/2019	8/1/2020
Haun	Sarah	Blackburn Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/21/2018	8/1/2020
McKellick	Amber	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/21/2019	8/1/2019
Gilbert	William	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/8/2019	8/1/2018
De Jesus	Ninotchka	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	6/29/2020	8/1/2019
Mckenzie	Stephanie	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	5/9/2019	8/1/2019
Coston	William	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	ESOL End. Class 1	6/19/2019	8/1/2019
Gomez Ojeda	Arelys	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/25/2019	8/1/2021
Flesche	Kathryn	McNeal Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/21/2021	8/1/2023
Gibson	Dana	McNeal Elementary School	Tchr, Gifted	ESOL End. Class 1	8/29/2019	8/1/2018
Severo	Pamela	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	6/7/2019	8/1/2020
Highers	Jamie	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/7/2020	8/1/2022
Peterson	Lisa	Freedom Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/11/2019	8/1/2020
Campbell	Patricia	McNeal Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/13/2020	8/1/2022
BURKHART	BRITTNEY	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/21/2018	8/1/2020
Dain	Allison	Braden River High School	Tchr, Reading, HS	ESOL End. Class 1	5/7/2019	5/27/2014
Cline	Ka	Myakka Elementary School	Tchr, Music, ES	ESOL End. Class 1	6/7/2019	8/1/2017
Baker	Pamela	King Middle School	Tchr, Gifted	ESOL End. Class 1	5/14/2019	3/13/2016
Wikstrom	Kristin	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/20/2018	8/1/2020
Mulcahy	Catherine	Braden River Elementary School	Tchr, VE	ESOL End. Class 1	2/3/2023	8/1/2024
Chaney	Mary	Harvey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	2/6/2023	8/1/2024
Connolly	Karen	Williams Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/14/2018	8/1/2020
Walker	Tasha	Mills Elementary School	Tchr, VE/SC	ESOL End. Class 5	9/5/2018	8/1/2022
Saldivar	Kristin	Oneco Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/31/2018	8/1/2020
VanSkiver	Wendy	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Salem Tomaselli	Sarah Elizabeth	Samoset Elementary School	Tchr, Resource	ESOL End. Class 1	8/31/2018	8/1/2020
Dawson	Dianne	Samoset Elementary School	Tchr, First Grade	ESOL End. Class 1	6/20/2019	8/1/2021
Schmitz	Lucas	Palma Sola Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/24/2018	8/1/2020
Springer	Stephanie	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	12/12/2018	8/1/2020
Kammou	Hadda	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	11/3/2021	8/1/2023
Barquero Diaz	Lillian	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	5/7/2019	2/20/2013
Anderson	Hunter	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	3/9/2021	8/1/2012
Denny	Rachel	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/10/2018	8/1/2020
Torregrosa	Chelsea	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	11/7/2018	8/1/2020
Gump	Tracey	Abel Elementary School	Tchr, VE	ESOL End. Class 1	8/21/2018	8/1/2020
Sandberg	Sarah	Manatee High School	Tchr, VE	ESOL End. Class 1	8/29/2018	8/1/2020
Watts	Ali	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Brooks	Lisa	Willis Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/24/2018	8/1/2020
Cruz De Diego	Maria	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/31/2018	8/1/2020
Hale	Anne	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/21/2018	8/1/2020
McGoldrick	Alyssa	Samoset Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/24/2018	8/1/2020

Petrucci	Laura	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/22/2018	8/1/2020
Smith	Olivia	Palma Sola Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	9/4/2018	8/1/2020
Reed	Melissa	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/4/2018	8/1/2020
Bernhardt	Michelle	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/30/2018	8/1/2020
Stanford	Allyson	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/5/2018	8/1/2020
Brondyke	Sarah	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Fontaine	Francine	King Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/23/2018	8/1/2020
Smith	Jennifer	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/7/2019	7/1/2018
Zinzi	Nathan	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/5/2018	8/1/2020
Harris	Jessica	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/4/2023	8/1/2024
Tucker	Janele	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
McCarron	Aurora	Sea Breeze Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/14/2019	8/1/2020
Harvin-Peterson	Susan	Lincoln Memorial Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	12/14/2018	8/1/2018
Thomas	Katrina	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/15/2019	8/1/2021
Hirshman	Emily	Horizons Academy	Tchr, ESE, Department Chair	ESOL End. Class 1	9/5/2018	8/1/2020
Roche	Rita	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/7/2018	8/1/2020
Frederick	Donna	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	6/18/2019	8/1/2021
Walker	Angela	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	5/24/2019	8/1/2021
Pawlik	Lauren	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/29/2019	8/1/2021
DePatie	Alison	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	1/28/2020	8/1/2021
Kerlin	Rebecca	Williams Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/27/2023	8/1/2024
Clark	Megan	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	12/15/2021	8/5/2019
Wilson	Paige	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/15/2019	8/1/2021
Clark	William	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	11/13/2018	8/1/2020
Garber	Valerie	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/9/2020	8/1/2022
Winsor	Sara	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/11/2019	8/1/2021
Cromartie-Pindell	Doris	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/28/2019	8/1/2019
Boone	Jennie	Witt Elementary School	Tchr, First Grade	ESOL End. Class 1	6/10/2019	8/1/2021
Saavedra	Amy	Moody Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	3/13/2019	8/1/2021
Curnutte	Carla	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	2/2/2023	8/1/2024
Addair	Caressa	Palm View K-8 School	Tchr, VE/SC	ESOL End. Class 1	1/15/2020	8/1/2021
Alvarado	Olga	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	7/22/2019	8/1/2021
AVILA	ANGELITA	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/5/2023	8/1/2024
Harshaw	Samantha	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	6/24/2019	8/1/2021
Kingsley	Dana	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	ESOL End. Class 1	7/1/2019	8/1/2021
Navarra	Samara	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/16/2019	8/1/2021
Werneke	Teresa	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/18/2019	8/1/2021
Haacke	Karen	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	7/17/2019	8/1/2021
Lehman	Tracie	Braden River Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	7/10/2019	8/1/2021
Boswell	Courtney	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/24/2019	8/1/2017
Stollar	Megan	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Murphy	Bonnie	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/17/2019	8/1/2022
Babakarkhil	Sakhi	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/2/2019	8/1/2021
Schabel	Kaytlynn	Prine Elementary School	Tchr, First Grade	ESOL End. Class 1	8/29/2019	8/1/2021
Schultes	Ashley	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Milazzo	Lauren	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/21/2021	8/1/2023
Guzman Colon	Wenik	Lee Middle School	Tchr, World Language, MS	ESOL End. Class 1	1/25/2022	8/1/2022
Barringer	Jeanne	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/18/2019	8/1/2021
Hardin	Kerri	Ballard Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/5/2019	8/1/2021
Slattery	Jennifer	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/16/2019	8/1/2021
Ferreira	Rebecca	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	7/12/2019	8/1/2020
Baker	Matthew	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	7/22/2019	8/1/2021
Schroeder	Claire	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/5/2019	8/1/2021
Davidson	Spirit	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/11/2019	8/1/2021
Best	Rebecca	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/22/2019	8/1/2021
Cusack	Tracey	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	1/30/2023	8/1/2024
Sartori Amsberry	Phoebe	Sea Breeze Elementary School	Tchr, Music, ES	ESOL End. Class 4	12/15/2021	8/1/2021
Cullen	Alexis	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/24/2021	8/1/2023
Vogt	Samantha	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/25/2019	8/1/2021
Rodgers	Laura	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/15/2019	8/1/2021
Bagley	Katie	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/12/2019	8/1/2021
Lenard	Rachel	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/18/2022	8/1/2021
Parrino	Ashley	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	2/5/2023	8/1/2024
Mitchell	Raven	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/23/2019	8/1/2021
Smith	Christina	Bayshore Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	1/21/2021	8/1/2022
Fairley	Johni	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/29/2020	8/1/2022

Dominguez	Olivia	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/12/2019	8/1/2021
Autrey	Stacy	Freedom Elementary School	Tchr, Kindergarten	ESOL End. Class 1	10/31/2019	8/1/2021
Eidson	Kaehla	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/24/2021	8/1/2021
Weems	Kristen	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/28/2021	8/1/2022
Riccio	Christine	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	11/12/2019	8/1/2021
Collins	Asia	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/3/2020	8/1/2022
Heasley	Cherie	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	1/22/2020	8/1/2021
Murphy	Trista	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	3/5/2021	8/1/2022
Tollers	Stephanie	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Murphy	Matthew	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	3/5/2021	8/1/2022
Moseley	Lauren	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	1/18/2023	8/1/2024
Lavigne	Jamie	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/22/2020	8/1/2022
Steiner	Kati	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/4/2020	8/1/2021
Lashway	Brianna	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2022	8/1/2024
Brooks	Josiah	Witt Elementary School	Tchr, Music, ES	ESOL End. Class 3	2/6/2020	8/1/2021
Barber	Coleman	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	3/9/2021	8/1/2023
Thompson	Monique	Freedom Elementary School	Tchr, First Grade	ESOL End. Class 1	7/31/2020	8/1/2022
Kozlowski	Eric	Sea Breeze Elementary School	Tchr, Resource	ESOL End. Class 1	9/20/2021	8/1/2023
Peace	Elizabeth	Sea Breeze Elementary School	Tchr, VE	ESOL End. Class 1	11/9/2021	8/1/2023
Lockhart	Megan	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/19/2020	8/1/2022
Morales-Correa	Meagan	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/3/2020	8/1/2022
Kelly	Debra	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/19/2020	8/1/2022
Deans	Sara	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	10/9/2020	8/1/2022
Walker	Kaylee	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	7/21/2020	8/1/2022
Lubbers	Jess	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/22/2020	8/1/2022
Gallegos	Tiffany	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	2/9/2023	8/1/2022
Richardson	Madison	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	7/31/2020	8/1/2022
Page	Anita	Manatee Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/22/2020	8/1/2022
Austin	Taylor	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/28/2020	8/1/2022
Gomes	Lisa	Kinnan Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/17/2020	8/1/2022
Jimenez	Katty	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/7/2020	8/1/2022
Vines	Janet	Palm View K-8 School	Tchr, Fifth Grade	ESOL End. Class 1	8/3/2020	8/1/2022
Walter	Maddison	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/13/2020	8/1/2022
Collins	Jessica	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/6/2020	8/1/2022
Gallien	Sabrina	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/14/2020	8/1/2022
Abend	Tristan	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/17/2020	8/1/2022
Toso	Claudia	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	1/31/2023	8/1/2024
Gimmi	Alexander	Lakewood Ranch High School	Tchr, Reading, HS	ESOL End. Class 1	3/6/2021	8/1/2022
Angstadt	Sandy	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/25/2020	8/1/2022
Tackett	Laura	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/25/2020	8/1/2022
Ramon	Samantha	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	11/2/2020	8/1/2022
Anderson	Jessica	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	10/27/2020	8/1/2022
Sasso	Kristina	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	10/29/2020	8/1/2022
Daspit	Katie	Samoset Elementary School	Tchr, Other Classroom	ESOL End. Class 1	12/17/2020	8/1/2022
Hoyden	Melanie	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/7/2023	8/1/2024
Williams	Bradley	Parrish Community High School	Tchr, Science, HS	ESOL End. Class 1	3/2/2021	8/1/2021
George	Jenna	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	1/10/2022	8/1/2023
Harvey	Chondra	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	2/7/2023	8/1/2023
Green	Phillip	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/7/2021	10/3/2023
Simpson	Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/20/2021	8/1/2023
Smith	Gracyn	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/21/2022	8/1/2024
Williams	Jarrett	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Evers	Robin	Johnson K-8 Sch of Int Studies	Tchr, VE	ESOL End. Class 1	2/6/2023	8/1/2024
Kolomiychenko	Vyacheslav	Moody Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/21/2021	8/1/2023
Tympanick	Katherine	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Crowley	Alicia	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Fidura	Monica	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/19/2021	8/1/2023
Hogue	Rebekah	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/20/2021	8/1/2023
Cole	Emily	McNeal Elementary School	Tchr, First Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Montijo	Jennifer	Manatee Elementary School	Tchr, VE	ESOL End. Class 1	8/23/2021	8/1/2023
LaBrake	Makenzie	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	9/1/2021	8/1/2023
Alvarez	Daniel	Johnson K-8 Sch of Int Studies	Tchr, Fifth Grade	ESOL End. Class 1	8/2/2021	8/1/2023
Van Dyke	Carolyn	Oneco Elementary School	Tchr, Resource	ESOL End. Class 1	9/12/2021	8/1/2023
Melby	Caroline	Myakka Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/28/2021	8/1/2023
McClintock	Lyndsie	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/31/2022	8/1/2024
Hogue	Kenneth	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/20/2021	8/1/2023

Bernal	Laura	Manatee Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	1/13/2022	8/1/2023
Walter	Tess	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/6/2021	10/4/2023
Steiner-Woods	Michelle	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/21/2022	8/1/2024
Meyer	Mary	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/7/2021	8/1/2023
Scirrotto	Ronda	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Akers	Jennifer	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/21/2021	8/1/2023
Hyde	Katherine	Parrish Community High School	Tchr, Physical Educ, HS	ESOL End. Class 3	9/10/2021	8/1/2023
Warren	David	Sea Breeze Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Kincaid	Natalie	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Riffle	Jennifer	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/23/2021	8/1/2023
Jordan	Andrea	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/12/2021	8/1/2023
Bono	Noelle	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/27/2021	8/1/2023
Messer	Kathleen	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Tobias	Kayla	Abel Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/17/2021	8/1/2023
Byrne	Adrianna	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/10/2021	8/1/2023
Sawyer	Teri	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/20/2021	8/1/2023
Farrell	Sarah	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/24/2021	8/1/2023
Nobile	Selina	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/18/2021	8/1/2023
Kilguss	Sarah	Freedom Elementary School	Tchr, Second Grade	ESOL End. Class 1	12/2/2021	8/1/2023
Romain	Kenicka	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/1/2021	8/1/2023
Mynatt	Jessica	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	8/18/2021	8/1/2023
Botros	Carrie	Willis Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Madigan	Patrick	Johnson K-8 Sch of Int Studies	Tchr, Language Arts, MS	ESOL End. Class 1	8/23/2021	8/1/2023
Chrisman	LeAnn	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/2/2021	8/1/2023
Baialardo	Sonny	Stewart Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/20/2021	8/1/2023
Callahan	Heather	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/3/2021	8/1/2023
Ravn	Rachelle	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/4/2023	8/1/2024
Kerchner	Lisa	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	9/9/2021	8/1/2023
Hamilton-Smith	Lookerisha	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	2/7/2023	8/1/2023
Radaszewski	Anthony	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Darnell	Amanda	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Taleff	Jessica	Oneco Elementary School	Tchr, VE	ESOL End. Class 1	2/5/2023	8/1/2024
Mazelin	Caitlin	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/23/2021	8/1/2023
Martinetti	Megan	Johnson K-8 Sch of Int Studies	Tchr, Second Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Collado	Evelyn	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/7/2021	10/4/2023
Shillinglaw	Beth	Williams Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	2/9/2023	8/1/2024
Schultz	Erin	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	1/27/2023	8/1/2023
Dykes	Lindsey	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	2/5/2023	8/1/2024
Vanderford	Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	10/21/2021	8/1/2023
Nonova	Albena	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/7/2021	10/4/2023
Howard	Kelly	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/22/2022	8/1/2024
Light	Michelle	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	10/19/2021	8/1/2023
Olsen	Kaitlynn	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/18/2021	8/1/2023
Tinl	Maleah	Palm View K-8 School	Tchr, Language Arts, MS	ESOL End. Class 1	1/13/2022	1/10/2024
Walters	Molli	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	1/19/2022	1/9/2024
Williams	Jaime	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	11/17/2021	8/1/2023
Adams	Mariah	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	12/6/2021	8/1/2023
Dolan	Savanah	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/8/2022	8/1/2024
Durham	Destiny	Palma Sola Elementary School	Tchr, First Grade	ESOL End. Class 1	9/16/2022	8/1/2024
Marello	Amanda	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/14/2022	8/1/2024
Sullivan	Alexandra	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	12/22/2022	8/1/2024
Wyatt	Sarah	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	1/13/2022	1/9/2024
Shenning	DeeAnah	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/1/2022	8/1/2024
Li	Stephanie	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/27/2022	1/24/2024
Muniz	Meghan	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	1/26/2023	8/1/2024
Madrid	Alexis	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/7/2023	8/1/2024
Deligiannis	Maria	Manatee Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022	8/1/2024
Wylie	Frances	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/16/2022	8/1/2024
Facer	Rebecca	Tillman Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	12/2/2022	8/1/2024
Nuccitelli	Tara	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	2/1/2023	8/1/2024
Ruch	Jacquelyn	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	9/9/2022	8/1/2024
Blanco	Elizabeth	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Palkovich	Emily	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Shareshian	Michael	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	1/17/2023	8/1/2024
Montero	Anicel	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/1/2023	8/1/2024
Riley	Terry	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/19/2022	8/1/2024

Lopez-Pacheco	Brittaney	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/19/2022	8/1/2024
Hammond	Sarah	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/19/2022	8/1/2024
Blalock	Michael	Parrish Community High School	Tchr, Science, HS	ESOL End. Class 1	10/4/2022	8/1/2024
Pugh	Lauren	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Jacox	Megan	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/30/2022	8/1/2024
Case	Denise	Braden River Elementary School	Tchr, Dual Language, ES	ESOL End. Class 1	9/18/2022	8/1/2024
Bellew	Vanessa	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/11/2022	8/1/2024
Guyre	Brendan	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2022	8/1/2024
Fields	Vincent	Manatee Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/13/2022	8/1/2024
Cobb	Lucieann	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/8/2022	8/1/2024
McNary	Amanda	Johnson K-8 Sch of Int Studies	Tchr, Fourth Grade	ESOL End. Class 1	9/1/2022	8/1/2024
Jeffcoat	Sarah	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/4/2022	8/1/2024
Koch	Whitney	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	2/2/2023	8/1/2024
Carper	Sydni	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	10/7/2022	8/1/2024
Bartlett	Keary	Witt Elementary School	Tchr, VE/SC	ESOL End. Class 1	2/9/2023	8/1/2024
Kanz	Lyndsey	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/13/2022	8/1/2024
Van Horn	Brenda	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/19/2022	8/1/2024
Nelson	Jacquelyn	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Klecka	Nicole	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/30/2022	8/1/2024
Hegewisch	Lindsay	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	2/2/2023	8/1/2024
Furman	Claire	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	9/7/2022	8/1/2024
Wolfe	Jaisa	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Jacox	Brianna	Abel Elementary School	Tchr, First Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Danko	Olivia	Bashaw Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/6/2022	8/1/2024
Wade	Victoria	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/30/2022	8/1/2024
Davis	Andrea	Lincoln Memorial Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	2/8/2023	8/1/2024
Boender	Jill	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	9/16/2022	8/1/2024
Crowe	Taylor	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	9/22/2022	8/1/2024
Spencer	Melissa	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/13/2022	8/1/2024
Boyle	Lauren	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/19/2022	8/1/2024
Batiz	JoAnne	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/1/2023	8/1/2024
Summers	Megan	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Charbonneau	Kimberly	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2022	8/1/2024
Prucnell	Jennifer	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/6/2022	8/1/2024
Moore	Monica	Braden River High School	Tchr, Other Classroom	ESOL End. Class 3	9/18/2022	8/1/2024
Cowan	Caroceka Sarica	Daughtrey Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	2/4/2023	8/1/2024
Viverito	Christin	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	1/13/2023	8/1/2024
Amanfi	Kwame	Miller Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	2/1/2023	8/1/2024
Casaclang	Aileen	Miller Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	2/1/2023	8/1/2024
Piscopo	Louis	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	1/18/2023	8/1/2024
Russin	Laura	Braden River High School	Tchr, ESOL Resource	ESOL End. Class 1	6/13/2019	8/21/1997
Baranowski	Kimberly	Blackburn Elementary School	Tchr, VE	ESOL End. Class 1	1/30/2023	8/1/2017
Powers	Erin	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/18/2023	8/1/2024
Kotler	Michelle	Prine Elementary School	Tchr, VE	ESOL End. Class 1	12/16/2022	8/1/2024
Ketterman	Jared	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/27/2023	8/1/2024
Kleespie	Anna	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/17/2023	8/1/2024
Martin	Jaimie	Samoset Elementary School	Tchr, First Grade	ESOL End. Class 1	1/18/2023	8/1/2024
Thompson	Melanie	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	1/27/2023	8/1/2024
Chmielewski	Brenda	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	7/2/2019	8/1/2018
Ralston	Tammy	Braden River High School	Tchr, VE	ESOL End. Class 1	7/2/2019	1/20/2006
Tillett	Julie	Palmetto High School	Tchr, Agriculture/Nat Resrcs	ESOL End. Class 1	5/9/2019	6/1/2001
Phillips	Erika	Johnson K-8 Sch of Int Studies	Tchr, World Language, MS	ESOL End. Class 1	5/15/2019	5/30/2004
Fallgren	Regina	Tara Elementary School	Tchr, Gifted	ESOL End. Class 1	8/13/2019	8/1/2020
Dacosta	Maria	Sea Breeze Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	5/13/2019	12/6/2000

OOF Reading BM 2.28.2023						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
Sanborn	Kelli	Freedom Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Humphrey	Rebecca	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Chapman	Kristen	McNeal Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Bulfin	Cheryl	Witt Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bice	Cheryl	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bishop	Kathleen	Blackburn Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2020
Laport	Lisa	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Mcdaniel	Rebecca	Gullett Elementary School	Tchr, Gifted	Reading Endorsement Class 1	11/10/2020	11/1/2021
Stoddart	Donna	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Freeman	Stacy	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Watts	Ruth	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Earnest	Megan	Braden River Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Rzepa	Michele	Harvey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Holloway	Jackie	Gullett Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Hughes	Angela	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Reyes	Claudia	Oneco Elementary School	Tchr, ESOL Resource	Reading Endorsement Class 1	11/20/2020	11/1/2021
Dominis	Jenny	Miller Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Turner	Rhonda	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Galbraith	Jessica	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Platt	Dawn	Samoset Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Germer	Jeannine	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Dubendorf	Michelle	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Harp	Sarah	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Peebles	Elizabeth	Kinnan Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Hixson	Yovary	Kinnan Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Brack	Elizabeth	Witt Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Samson	Jodi	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Trivedi	Palak	Witt Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
France	Brijet	Miller Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Houston	Amanda	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/19/2020	11/1/2021
Engram	Lisa	Manatee Elementary School	Tchr, Resource	Reading Endorsement Class 1	11/13/2020	11/1/2021
Wilder	Kim	Witt Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Rosario	Paula	Palmetto Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Gregory	Sara	McNeal Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/13/2020	11/1/2021
Chapelle	Nequita	Palma Sola Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Whitfield	Kelli	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Kerwin	Sandra	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	Reading Endorsement Class 1	11/5/2020	11/1/2021
Crosby	Lauren	Prine Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Lewis	Jenna	Gullett Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Lardas	Stephan	Manatee Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Averso	Dylan	Palmetto Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Wilson	Ariane	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Sutherland	Angela	Manatee Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/17/2020	11/1/2021
Bertsch	Alison	Braden River Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Andersen	Leslie	Mills Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Furman	Jan	Daughtrey Elementary School	Tchr, VE	Reading Endorsement Class 1	11/10/2020	11/1/2021
Burke	Catherine	Witt Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bednarz	Jewell	Abel Elementary School	Tchr, VE	Reading Endorsement Class 1	11/5/2020	11/1/2019
Swartling	Melinda	McNeal Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Shilling	Michelle	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Shaw	Linda	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Gyure	Adrienne	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Holt	Jessica	Palma Sola Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Allen	Brigitte	Rogers Garden-Bullock ES	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Crowley	Susan	Samoset Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Phillips	Ashley	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Babakarkhil	Jessica	Prine Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Walker	Amber	Braden River Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Peterson	Hope	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Bertrand	Amanda	McNeal Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Miraglia	Ariana	Rogers Garden-Bullock ES	Tchr, Third Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Brendel	Bobbi	Oneco Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Cadle	Mryia	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/19/2020	11/1/2021
Vazquez	Jessica	Manatee Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Keller	Erika	Daughtrey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Goodwin	Emily	Abel Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Cardenas	Cynthia	Abel Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Enrique	Samantha	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
White	Charlie	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/18/2020	11/1/2021

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

AGENDA ITEM NO. 16.8

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept, and Expend Title III, Part A ESOL (English for Speakers of Other Languages) Roll Forward Funds for the 2022-2023 School Year, in the Amount of $95,439.05

Executive Summary
Title III, Part A, English Language Acquisition is a federal entitlement grant that the district receives on an annual basis. Title III roll forward funds are available in the amount of $74,554.88. The district has also received an adjustment in our allocation for the 2022-2023 school year in the amount of $20,884.17 bringing the total additional funds available to $95,439.05. The additional Title III funds will be used to pay for additional summer professional development for both elementary and secondary teachers, purchase supplies for the summer science camp for middle school English Language Learners (ELLs), purchase supplies for the summer professional development for teachers, pay for the additional cost in benefits for grant funded employees and the salary differences from our original grant due to new hires.

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 3
Provide unique and highly personalized support for English Language Learners

Recommendation
The Superintendent recommends approval to apply, accept and expend Title III, Part A ESOL (English for Speakers of Other Languages) roll-forward funds for the 2022-2023 school year, in the amount of $95,439.05.

Financial Impact
There will be no cost to the general fund. The District is projected to receive Title III, Part A ESOL (English for Speakers of Other Languages) roll-forward funds for the 2022-2023 school year, in the amount of $95,439.05.

Contact
Submitting Department: Federal Programs and Grants
Initiated by: Debra Estes

Attachments:
Title III Roll Foward 22-23

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) 245-0496	**School District of Manatee County**	Date Received
B) Program Name: Title III-Language Instruction for English Language Learners **TAPS Number: 20A014**		**Project Number (DOE Assigned)** **410-1022B-0C001**

C) Amendment Type	D) Amendment Request Contact Information	
☐ Program ☒ Budget **Amendment Number:** 1	Contact Name Debra Estes	Telephone Numbers **941-751-6550 x. 43277**
	Mailing Address 215 Manatee Ave W Bradenton, FL 34205	E-mail Addresses estesd@manateeschools net

E) Required Signature and Certification

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

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

Cynthia Saunders (Feb 6, 2023 10 09 EST)	Superintendent	02/06/2023
Signature of Agency Head	Title	Date

***PENDING BOARD APPROVAL**

F) Narrative

Title III, Part A, English Language Acquisition is a federal entitlement grant that the district receives on an annual basis Title III, Part A ESOL roll forward funds are now available in the amount of $193,50192. The district has also received an adjustment in the allocation for the 2021-2022 school year in the amount of $24,779.22 bringing the total additional funds available to $218,281.14 The additional Title III funds will be used to pay for supplemental afterschool tutoring for English Language Learners, pay for teachers of the summer science camp for middle school ELLs, materials/supplies for ESOL teacher professional development and the summer program, and transportation for these supplemental programs

Instructions for Completion of DOE 150
Project Amendment Request

A. Enter Agency Name

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

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

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

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

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

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

FLORIDA DEPARTMENT OF EDUCATION
BUDGET AMENDMENT NARRATIVE FORM

A) School Distrcit of Manatee County
District/Agency Name

B) 410-2172B-2CF01 / 22A020
Project Number/TAPS Number

C) 1
Amendment Number

D) Total Project Amount Currently Approved
$1,124,723.00

E) Total Project Amount resulting from this Budget Amendment
$1,343,004.14

F) Line Item Description

Function	Object	Account Title and Narrative	FTE	Amount Increase	Amount Decrease
5100	130	Other Certified Instructional Personnel - 6 Additional ESOL Resource Teachers to serve schools with certified classroom teachers with 75-100 English			2,567.59
5100	210	Retirement - 6 Additional ESOL Resource Teachers			277.82
5100	220	FICA - 6 Additional ESOL Resource Teachers			196.43
5100	231	Group Insurance-Health & Hospitalizations - 6 Additional ESOL Resource Teachers			340.20
5100	232	Group Insurance-Life Insurance - 6 Additional ESOL Resource Teachers			5.65
5100	240	Worker's Compensation - 6 Additional ESOL Resource Teachers			25.68
5100	390	Other Purchased Services - Printing for ESOL Resource Teachers		1,609.22	
5100	510	Supplies - Supplies for ESOL Resource Teachers Also addresses A OF 2 and A OF 3		1,919.47	
5100	369	Technology-Related Rentals-H-4 Private Schools set aside to purchase		931.78	
5100	310	Professional & Technical Services-Subs for ESOL Resource Teachers		4,500.00	
5100	510	Supplies - H-4 Private Schools			822.63
5100	120	Classroom Teachers - NCH hourly pay for teachers providing supplemental tutoring and teaching in the ELL Science Summer Camp	1.34	76,243.28	
5100	210	Retirement - NCH for tutoring		8,249.52	
5100	220	FICA - NCH for tutoring		5,832.61	
5100	240	Worker's Compensation - NCH for tutoring		762.43	
5100	369	Technology-Related Rentals-Imagine Learning and Achieve 3000		74,698.32	
5100	510	Supplies - Supplies for supplemental tutoring and summer programs Also		4,000.00	
5100	519	Technology- Related Supplies - headphones at approximately $20 00 each and			808.51
5100	610	Library Books - to provide supplemental language development and academic support for ELLs Reference books may include picture dictionaries and content area dictionaries		12,995.79	
6150	130	Teachers - pay teachers their hourly rate (NCH) to provide Literacy classes to	-0.29		16,655.14

6150	210	Retirement - NCH for teaches providing literacy classes to the parents of ELLs			1,803.21
6150	220	FICA - NCH for teaches providing literacy classes to the parents of ELLs			1,274.92
6150	240	Worker's Compensation - NCH for teaches providing literacy classes to the			166.66
6150	510	Supplies Provide supplies for parent literacy classes Also address A OF 1 and A			4,653.47
6300	130	Other Support Personnel - Hire a Graduation Enhancement Tech (GET) to work solely with the Haitian Creole students, family and community The GET will work ensure that middle and high school students are on the right path to	-1		49,440.00
6300	160	Other Support Personnel - Hire a Graduation Enhancement Tech (GET) to work solely with the Haitian Creole students, family and community The GET will work ensure that middle and high school students are on the right path to	1	49,440.00	
6300	330	Travel - Local travel-mileage for ESOL Specialists Also addresses A OF 2 and A OF 3			168.39
6300	369	Technology Related Rentals - Supplemental software (license renewals) for Project ELL to track student achievement and assist with lesson planning Cost		700.00	
6300	370	Communications - Other purchased services-Postage to mail information to			100.00
6300	390	Other Purchased Services - Printing-Supplemental printing for ESOL Specialists Also addresses A OF 2 and A OF 3			865.71
6300	510	Supplies - materials and supplies for ESOL Specialists Also addresses A OF 2 and A OF 3			970.00
6400	120	Classroom Teachers - pay teachers their hourly rate (NCH) to assist ESOL Specialists in development of supplemental professional development for	0.07	4,100.00	
6400	210	Retirement - NCH for professional development		443.62	
6400	220	FICA - NCH for professional development		313.65	
6400	240	Worker's Compensation - NCH for professional development		41.00	
6400	120	Classroom Teachers - pay 56 teachers $15 00/hour (NCH) to attend supplemental training during the summer (includes summer science, social	0.35	20,000.00	
6400	210	Retirement - $15 00/hr NCH for supplemental training		2,164.00	
6400	220	FICA - $15 00/hr NCH for supplemental training		1,530.00	
6400	240	Worker's Compensation - $15 00/hr NCH for supplemental training		200.00	
6400	310	Professional and Technical Services - professional and technical services including experts to provide training for teachers at schools providing services			230.00
6400	330	Travel - Travel to out of state and national conferences including FABES,		1,072.00	

6400	510	Supplies - supplemental supplies for professional development training including materials for participants in the summer content area institutes Al			1,934.00
6400	730	Dues and Fees - registration to state and national conferences Also addresses		3,768.80	
6400	750	Other Personal Services - Substitutes for ESOL teachers attending professional development sessions offered by the ESOL Department Also addresses A OF 1			3,500.00
6400	310	Professional & Technical Services - Substitutes for ESOL teachers attending professional development sessions offered by the ESOL Department Also addresses A OF 1		4,500.00	
7200	792	Restricted rate (Indirect Cost) @5 68%		10,791.64	
7500	130	Administrative Costs (5 68%) Other Certified Instructional Personnel - Fiscal	-0.315		16,920.76
7500	160	Administrative Costs (5 68%) Other Certified Instructional Personnel - Fiscal	0.315	16,920.76	
7500	160	Administrative Costs (5 68%) Other Certified Instructional Personnel - Fiscal	0.06	3,219.51	
7500	210	Administrative Costs (5 68%) Retirement - Fiscal Services Jr Accountant		348.35	
7500	220	Administrative Costs (5 68%) FICA - Fiscal Services Jr Accountant		246.29	
7500	231	Administrative Costs (5 68%) Group Insurance-Health & Hospitalizations - Fiscal		426.59	
7500	232	Administrative Costs (5 68%) Group Insurance-Life Insurance - Fiscal Services Jr		7.08	
7500	240	Administrative Costs (5 68%) Worker's Compensation - Fiscal Services Jr		32.20	
7800	790	Miscellaneous - Curricular Transportation/Field Trip-transportation for ELL		10,000.00	
			Total	322,007.91	103,726.77

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 III-Language Instruction for English Language Learners **TAPS Number:** 23A014		**Project Number (DOE Assigned)**

C) Amendment Type	D) Amendment Request Contact Information	
☐ Program ☒ Budget **Amendment Number:** 1	Contact Name Debra Estes	Telephone Numbers **941-751-6550 x. 43277**
	Mailing Address **215 Manatee Ave W.** **Bradenton, FL 34205**	E-mail Addresses estesd@manateeschools net

E) Required Signature and Certification

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

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

Signature of Agency Head	Superintendent Title	Date

***PENDING BOARD APPROVAL**

F) Narrative

Title III, Part A, English Language Acquisition is a federal entitlement grant that the district receives on an annual basis Title III rollforward funds are available in the amount of $74,554.88. The district has also received an adjustment in our allocation for the 2022-2023 school year in the amount of $20,884 17 bringing the total additional funds available to $95,439 05 The additional Title III funds will be used to pay for additional summer professional development for both elementary and secondary teachers, purchase supplies for the summer science camp for middle school ELLs, purchase supplies for the summer professional development for teachers, pay for the additional cost in benefits for grant funded employees and the salary differences from our original grant due to new hires.

Instructions for Completion of DOE 150
Project Amendment Request

A. Enter Agency Name

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

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

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

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

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

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

FLORIDA DEPARTMENT OF EDUCATION
BUDGET AMENDMENT NARRATIVE FORM

A) School Distrcit of Manatee County
District/Agency Name

B) 410-1023B-3C001 / 23A014
Project Number/TAPS Number

C) 1
Amendment Number

D) Total Project Amount Currently Approved

$1,173,321.00

E) Total Project Amount resulting from this Budget Amendment

$1,268,760.05

F) Line Item Description

Function	Object	Account Title and Narrative	FTE	Amount Increase	Amount Decrease
5100	130	**Basic (FEFP K-12)-Other Certified** No change to FTE Area of Focus AOF 1 Activity Number 1,2,3,4,5		19,305.87	
5100	210	**Basic (FEFP K-12)-Retirement** No change to FTE Area of Focus AOF 1 Activity Number 1,2,3,4,5		2,194.50	
5100	220	**Basic (FEFP K-12)-Federal Insurance Contributions Act (FICA)** No change to FTE Area of Focus AOF 1 Activity Number 1,2,3,4,5		956.69	
5100	231	**Basic (FEFP K-12)-Group Insurance-Health & Hospitalizations** No change to FTE Area of Focus AOF 1 Activity Number 1,2,3,4,5 Lower than anticipated due to plans selected by personnel			5,660.94
5100	232	**Basic (FEFP K-12)-Group Insurance-Life Insurance** No change to FTE Area of Focus AOF 1 Activity Number 1,2,3,4,5			2.22
5100	240	**Basic (FEFP K-12)-Workers' Compensation** No change to FTE Area of Focus AOF 1 Activity Number 1,2,3,4,5		129.03	
6300	130	**Instruction and Curriculum Development Services-Other Certified** No change to FTE Area of Focus AOF 1 Activity Number 1,2,3,4,5		21,095.64	
6300	210	**Instruction and Curriculum Development Services-Retirement** No change to FTE Area of Focus AOF 1 Activity Number 1,2,3,4,5		2,512.49	
6300	220	**Instruction and Curriculum Development Services-Federal Insurance Contributions Act (FICA)** No change to FTE Area of Focus AOF 1 Activity Number 1,2,3,4,5		1,613.82	
6300	231	**Instruction and Curriculum Development Services-Group Insurance-Health & Hospitalizations** No change to FTE Area of Focus AOF 1 Activity Number 1,2,3,4,5 Lower than anticipated due to plans selected by personnel			7,948.27
6300	232	**Instruction and Curriculum Development Services-Group Insurance-Life Insurance** No change to FTE Area of Focus AOF 1 Activity Number 1,2,3,4,5		46.41	
6300	240	**Instruction and Curriculum Development Services-Workers' Compensation** No change to FTE Area of Focus AOF 1 Activity Number 1,2,3,4,5		210.96	
6300	369	**Instruction and Curriculum Development Services-Technology-Related Rentals** Project ELL Area of Focus RF AOF 1 Activity Number 1,2,3,4,5			4,246.42

6300	330	**Instruction and Curriculum Development Services-Travel** Area of Focus RF AOF 1 Activity Number 1,2,3,4,5		**7,017.27**	
5100	390	**Basic (FEFP K-12)-Other Purchased Services** afterschool tutoring Area of Focus AOF 1 Activity Number 1,2,3,4,5		**256.06**	
5100	510	**Basic (FEFP K-12)-Supplies** afterschool tutoring Area of Focus RF AOF 1 Activity Number 1,2,3,4,5		**8.81**	
5100	519	**Basic (FEFP K-12)-Technology Related Supplies** Area of Focus RF AOF 1 Activity Number 1,2,3,4,5			**3,854.49**
5100	390	**Basic (FEFP K-12)-Other Purchased Services** Area of Focus AOF 2 Activity Number 1,2,3,4,5		**958.19**	
5100	510	**Basic (FEFP K-12)-Supplies** Area of Focus AOF 2 Activity Number 1,2,3,4,5		**696.27**	
6400	330	**Instructional Staff Training Services-Travel** Area of Focus RF AOF 2 Activity Number 1,2,3,4,5		**9,154.69**	
6400	330	**Instructional Staff Training Services-Travel** Travel to National Conferences Area of Focus RF AOF 2 Activity Number 3			**3,871.36**
6400	730	**Instructional Staff Training Services-Dues and Fees** Area of Focus AOF 2 Activity Number 3		**10,226.00**	
6400	120	**Instructional Staff Training Services-Other Certified** NCH pay for providing training Area of Focus AOF 2 Activity Number 1,2,3,4,5	**0.5881**	**33,920.53**	
6400	210	**Instructional Staff Training Services-Retirement** Area of Focus AOF 2 Activity Number 1,2,3,4,5		**4,061.40**	
6400	220	**Instructional Staff Training Services-Federal Insurance Contributions Act (FICA)** Area of Focus AOF 2 Activity Number 1,2,3,4,5		**2,506.52**	
6400	240	**Instructional Staff Training Services-Workers' Compensation** Area of Focus AOF 2 Activity Number 1,2,3,4,5		**328.48**	
6400	120	**Instructional Staff Training Services-Other Certified** $15 PD rate for teachers Area of Focus RF AOF 2 Activity Number 1,2,3,4,5	**-0.0867**		**5,000.00**
6400	210	**Instructional Staff Training Services-Retirement** Area of Focus RF AOF 2 Activity Number 1,2,3,4,5			**595.50**
6400	220	**Instructional Staff Training Services-Federal Insurance Contributions Act (FICA)** Area of Focus RF AOF 2 Activity Number 1,2,3,4,5			**382.50**
6400	240	**Instructional Staff Training Services-Workers' Compensation** Area of Focus RF AOF 2 Activity Number 1,2,3,4,5			**50.00**
5100	510	**Basic (FEFP K-12)-Supplies** Area of Focus AOF 2 Activity Number 1,2			**3,240.00**
6300	231	**Instruction and Curriculum Development Services-Group Insurance-Health & Hospitalizations:** No change to FTE Area of Focus AOF 3 Activity Number 2 Higher than anticipated due to plans selected by personnel		**5,403.38**	
6300	370	**Instruction and Curriculum Development Services-Communications** Area of Focus AOF 3 Activity Number 1 through 10			**125.00**
6300	390	**Instruction and Curriculum Development Services-Other Purchased Services** Area of Focus AOF 3 Activity Number 1 through 10			**1,364.31**
6300	510	**Instruction and Curriculum Development Services-Supplies** Area of Focus AOF 3 Activity Number 1 through 10		**1,538.97**	
6150	510	**Parental Involvement-Supplies** Area of Focus AOF 1 Activity Number 6			**200.00**

7200	792	**General Administration-(Indirect Cost) @4.19%** Area of Focus AOF 4 Activity Number 1		**3,838.08**	
6400	310	**Instructional Staff Training Services-Professional and Technical Services** Substitutes Area of Focus AOF 2 Activity Number 1,2,3,4,5		**4,000.00**	
			Total	**131,980.06**	**36,541.01**

AGENDA ITEM NO. 16.9

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of Termination of Interlocal Agreement with City of Bradenton for Joint Use Park at Ballard Elementary School, No Financial Impact

Executive Summary
The School Board owns Ballard Elementary School located at 912 18th Street West, Bradenton. On September 25, 2002, the School Board entered into an Interlocal Agreement with the City of Bradenton for joint use of part of the school site as a public park. Safety and security protocols have changed since the Interlocal Agreement was approved and continued use of the property as a public park is no longer appropriate.

The Superintendent notified the City of Bradenton Mayor that the Interlocal Agreement needs to be terminated and that the property will be returned to use as part of the school playground area. The original Interlocal Agreement did not specify the means to terminate the agreement, therefore, a Termination of Interlocal Agreement has been compiled for both parties to approve.

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

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

Recommendation
The Superintendent recommends approval of Termination of Interlocal Agreement with City of Bradenton for Joint Use Park at Ballard Elementary School, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Termination of Interlocal Agreement & Exhibit A

TERMINATION OF INTERLOCAL AGREEMENT

between

City of Bradenton
and
SCHOOL BOARD OF MANATEE COUNTY
regarding

Joint Use Park at Ballard Elementary School

This Agreement ("Agreement") is made and entered into by and among City of Bradenton, a municipal corporation of the State of Florida, hereinafter referred to as the ("City"), 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 City and School Board entered into an Interlocal Agreement effective September 25, 2002 (the Interlocal Agreement) regarding joint use of a parcel of property at Ballard Elementary School for use as a park, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the School Board needs to take back control of the property for reasons of safety and security of the school as required by the Marjory Stoneman Douglas High School Public Safety Act; and

WHEREAS, the Parties hereto have agreed to the termination of the Interlocal Agreement as stated 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 City and the School Board agree as follows:

Termination of the Interlocal Agreement

The Interlocal Agreement is hereby terminated effective upon full execution hereof.

MISCELLANEOUS PROVISIONS

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 the Property 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.

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.

3. Validity. After consultation with their respective legal counsel, the City and the School Board each represent and warrant to the other its respective authority and power under Florida law to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The School Board and the City each hereby represent, warrant and covenant to and with the other (i) that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this 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).

4. 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. 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.

6. 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.

7. Governing Law; Venue. This 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.

WHEREFORE, the City and the School Board have executed this Agreement as of the date and year below written.

CITY OF BRADENTON, a Florida municipal corporation

By: _____
Mayor Gene Brown

ATTEST:

Dated: _____, 2023

By: _____
City 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

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

_____
Stephen R. Dye, Esq.
School Board Attorney

Dated _____, 2023

EXHIBIT A

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR JOINT USE PARK AT BALLARD ELEMENTARY SCHOOL

THIS Intergovernmental Agreement for Joint Use Park at Ballard Elementary School (hereinafter referred to as the "Agreement"), entered into by and between the City of Bradenton, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and the School Board of Manatee County (hereinafter referred to as "School Board"); and

WHEREAS, the City desires to improve the recreational opportunities within the City of Bradenton; and

WHEREAS, the School Board owns and operates Ballard Elementary School, located at 912 18th Street West Bradenton, Florida, within the City; and

WHEREAS, City and School Board desire to cooperate to upgrade recreational opportunities; and

WHEREAS, City agrees to provide funding to School Board for improvement of a park at Ballard Elementary School (hereinafter referred to as "Park") which is depicted on Exhibit "A"; and

WHEREAS, the parties heretofore, by mutual agreement, have determined the improvement to the Park, and use of the Park by the public, will serve a valid public purpose.

NOW, THEREFORE, in consideration of and in accordance with the items and conditions set forth herein, the terms of the Agreement are as follows:

1. School Board Improvements. School Board shall:

   a. Within land presently owned by School Board, provide land adjacent to and south of Ballard Elementary with the northern boundary being the westerly extension of the northern right of way line for 10th Avenue West, for a neighborhood park site; and

   b. Construct a five foot wide sidewalk within the right of way for 10th Avenue West beginning at the point where the right of way begins to angle to the southwest towards 20th Street West, and proceeding

eastward parallel to 10th Avenue West to the end of the existing sidewalk; and

c. Hydro seed the Park; and

d. Install irrigation in the Park area.

2. School Board Maintenance. School Board shall:

a. Maintain the grass and the irrigation system; and

b. Maintain the surface below the City supplied Equipment pursuant to paragraph 3 below; and

c. Erect a fence along the southern and eastern boundaries of the Park; and may erect a fence, at its sole option, along the northern and western boundaries of the park; and

d. Maintain the equipment described in paragraph 3.a., below, in a safe manner.

3. City Improvements. City shall:

a. Install a minimum of four benches, five tables with benches and one piece of playground equipment (a commercial grade tot lot), and three trash receptacles (collectively referred to as the "Equipment."); and

b. Construct a five foot wide sidewalk within the right of way for 20th Street West beginning at the point where the existing sidewalk terminates on 20th Street West and proceeding northward parallel to 20th Street West to the point where the sidewalk connects to that sidewalk to be constructed under paragraph 1 herein.

4. City Maintenance. City shall:

a. Empty trash receptacles according to the regularly scheduled parks daily maintenance schedule, but no less than once every four days.

5. Equipment becomes property of the School Board. The Equipment shall be considered the property of the School Board at the time of construction completion.

6. Access Restrictions. The School Board may limit, restrict or prohibit access to the park during the period beginning one-half hour before the

start of the school day at Ballard and ending one-half hour after the end of the school day at Ballard.

7. Effective Date. This Agreement shall take effect immediately upon the execution of this Agreement by both parties.

8. Authority. Each of the parties hereby covenants to the other party hereto that it has lawful authority to enter into this Agreement, that the governing body of each of the parties has approved this Agreement and that the governing body of each of the parties has authorized the execution of this Agreement in the manner hereinafter set forth.

IN WITNESS WHEREOF, the parties have approved and caused this Agreement to be duly executed on the date herein below set forth.

WITNESSES:

Karen Cascaddan

Karen Cascaddan

Marilyn Clark

Marilyn Clark

THE SCHOOL BOARD OF MANATEE COUNTY
MANATEE COUNTY, FLORIDA

BY: _____
Harry Kinnan, Chairman

7-29-02
Date of Execution

BY: _____
Dr. Dan Nolan, Superintendent

7-29-02
Date of Execution

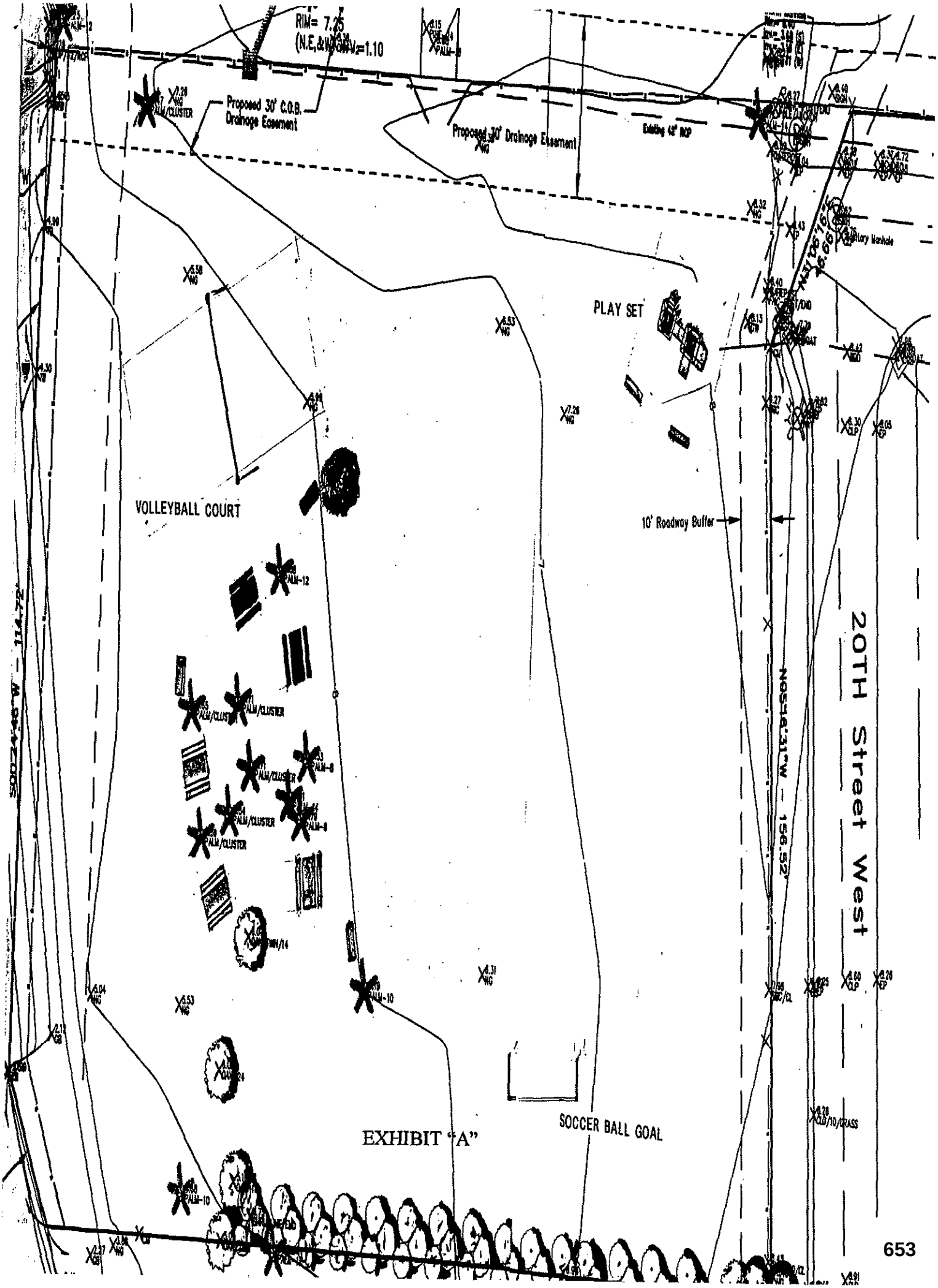
CITY OF BRADENTON, a municipal corporation of the State of Florida

BY: _____
Wayne H. Poston, Mayor

ATTEST:

Carl Callahan, City Clerk

September 25, 2002
Date of Execution


RIM= 7.25
(N.E.&W.)INV.=1.10
Proposed 30' C.O.B. Drainage Easement
Proposed 30' Drainage Easement
Existing 42" RCP
PLAY SET
VOLLEYBALL COURT
10' Roadway Buffer
20TH Street West
N05°16'31"W - 156.52'
S02°43'29"W - 114.72'
SOCCER BALL GOAL
EXHIBIT "A"

AGENDA ITEM NO. 16.10

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of Florida Department of Education - Florida Inventory of School Houses - Certification of Facilities Data, No Financial Impact

Executive Summary
The State Requirements for Educational Facilities (SREF) requires school districts to review the Florida Inventory of School Houses (FISH) prior to April 1 of each year and certify to the Office of Educational Facilities that the inventory is current and accurate pursuant to applicable statutes and rules.

The educational facilities inventory data contained in the Florida Inventory of School Houses for the School District of Manatee County has been reviewed, and staff has determined that the data is current and accurate pursuant to applicable statutes and rules.

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 Florida Department of Education - Florida Inventory of School Houses - Certification of Facilities Data, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
FDOE OEF FISH Certification

FLORIDA DEPARTMENT OF EDUCATION
OFFICE OF EDUCATIONAL FACILITIES
FLORIDA INVENTORY OF SCHOOL HOUSES
CERTIFICATION OF FACILITIES DATA

WHEREAS, Section 1013.03(3), F.S., states in part that the Department of Education must, "Require boards to submit other educational plant inventories data…."

WHEREAS, Section 1013.31(1)(e), F.S., states in part, "...School districts shall periodically update their inventory of educational facilities…."

WHEREAS, State Requirements for Educational Facilities, Section 6.1(5)(c) requires that, "Prior to April 1 of each year, each district shall review the Florida Inventory of School Houses and shall certify to the Office that the inventory is current and accurate."

THEREFORE, on behalf of the School Board of Manatee County, the authorized representatives whose signatures appear below hereby certify that, to the best of their knowledge, the educational facilities inventory data for the district contained in the Florida Inventory of School Houses is current and accurate pursuant to applicable statutes and rules.

Michael Pendley (Feb 6, 2023 15:39 EST)

Director of Facilities Planning — Date: 02/06/2023

Superintendent — Date

Board Chair — Date

Return signed form to:
Office of Educational Facilities
Florida Department of Education
325 West Gaines Street, Room 1054
Tallahassee, Florida 32399-0400

OEF FISH CERT
Rule 6A-2.0010, FAC
Effective November 2012

AGENDA ITEM NO. 16.11

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Use of the Hendry County School District Bid on 11B Relocatable Classrooms, Toilet, and Multipurpose Buildings, SDMC No. 23-0109-MR, Continued Procurement with Vendor, Estimated in the Amount of $550,000.00

Executive Summary
The Hendry County District School issued a bid for relocatable classrooms, toilet, multipurpose buildings, #23-00017. The proposal will be utilized to purchase/lease modular buildings to help with overcrowding as needed District-wide.

The requested contract is for the period of March 1, 2023, through February 7, 2024. This bid is for a period of one year with the option to renew two additional 1-year periods. Expenditures for the new contract period are expected to be in line with current year spend.

Vendors agreed to extend the pricing to the School District Manatee County under the same terms and conditions as the Hendry County School District bid. Copies of the proposal specifications and pricing are on file in the purchasing department.

Historical expenditures are as follows:

Fiscal Year 2018-2019: $158.670.00
Fiscal Year 2019-2020: $0.00
Fiscal Year 2020-2021: $$532,709.00
Fiscal Year 2022-2023: $0.00

Subsection 6A-1.012(6) F.A.C. (5) allows school boards to purchase from existing bids of other public entities upon agreement by the awarded vendor(s).

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow.

The Hendry County District School awarded their bid to Smart Mobile Modular, South Pasadena, FL, Florida Document No. L160000967693.

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 use of the Hendry County School District Bid on 11B

Relocatable Classrooms, Toilet, and Multipurpose Buildings, SDMC No. 23-0109-MR, Continued Procurement with Vendor, Estimated in the Amount of $550,000.00.

Financial Impact

The funding source for this annually estimated expenditure is Portable CW and is included in Maintenance, Operations & Central Distribution Warehouse Department approved budget for 2022-2023.

Contact

Submitting Departments: Maintenance, Operations & Central Distribution Warehouse Department and Purchasing Department
Initiated By: Todd Henson and Ruth Gruett

Attachments:
Bid 11B RDP Modular Buildings 23-00017
NOTICE_OF_INTENTION_TO_AWARD_ITB_23-00017
23-0109-MR-SMART MODULAR- contract

INVITATION TO BID

The School District of Hendry County
Superintendent's Office
Post Office Box 1980
LaBelle, FL 33975
(863)674-4642

Hendry County School District
Invitation to Bid
For
The Purchase and Lease of Modular Buildings

Tony Busin
Director of Operations
Hendry County Schools
863-674-4184
busina@hendry-schools.net

To all interested Parties:

You are hereby invited by the Hendry County School Board to respond to the following: **ITB 11B Relocatable Classrooms Toilet and Multipurpose Buildings, BID#23-00017.**

This document is intended to provide specific information regarding the solicitation. Information specific to this solicitation, can be provided by Tony Busin at busina@hendry-schools.net

ITB CONTENTS	
Event Details	Issue Date: Tuesday, December 6. 2022 Questions about ITB due no later than: Wednesday, January 4,2023 by 3:00p.m. Bids Due: Friday January 6, 2023 by 3:00p.m.
Questions	Questions shall be addressed to Tony Busin, Director of Facilities at busina@hendry-schools.net .
Attachments	Vendor(s) must read all attachments and return applicable documents with their submittal.
Line Items	Vendor(s) will input pricing, discounts and any other information requested.

Response Submission	Vendors are required to submit the following documents, complete in their entirety. BID Response Form Business history, resources, and experience Business licensure within the State of Florida (can provide copy of Sunbiz web page) Minimum of 3 references Insurance Requirements Form (attachment A) Debarment Form (attachment B) Drug Free Workplace Form (attachment C) Public Entities Crime Form (attachment D) Scrutinized Company Certification (attachment E)
Response Submission	Vendors shall submit four (4) hard copies of their bid and one electronic copy on USB flash drive via mail to: Hendry County School District Finance Department Attn: Jessica Feliciano 111 Curry Street Labelle, Florida 33935

It is the responsibility of the vendor(s) to ensure all information is reviewed and completed prior to submitting a response.

The District reserves the right to waive minor informalities in any Bid, to accept any BId which they consider to be in the best public interest, and to reject any part of, or any and all Bids. Failure to read or comply with the terms and conditions in no way relieves vendor(s) from their liabilities arising hereunder. Solicitations cannot be withdrawn prior to Board approval without a valid written explanation from the bidder and written consent of the Director of Operations.

Respectfully,

Tony Busin

Director of Operations

The following instructions have been developed specifically for this ITB and may or may not be the same as previous or future solicitations for this type of service or commodity. This document, and any Addenda issued, will serve as the contract between the District (hereafter "District," "Owner," or "Board") and the awarded vendor (hereafter "Bidder," "Contractor," or "Vendor"). No separate document will be negotiated or executed. The District reserves the right to deem conditional bids (i.e., counter-bids on specific terms and conditions) non-responsive; any such bids will not be considered.

Section I:

SCOPE OF SERVICES: The District is soliciting an Invitation to Bid (ITB) from companies to establish a source for annual purchasing and or leasing of Modular Buildings. This Bid will be in effect for one year with an option to renew for two additional one-year periods.

SECTION II:

ITB PROCESS: Bids shall be reviewed and evaluated based on the criteria set forth in this ITB. The committee will consist of three (3) representatives from the District's Maintenance Services Department. Scoring will be ranked using a rating scale from 10 to 1. The three (3) evaluators will score based on their individual understanding of the proposal meeting the ITB criteria and District needs. The final score will be the average of the three (3) committee members' individual scoring.

RATING SCALE:
- 10 – Excellent/Above Average
- 5 – Average/Acceptable
- 3 – Below Average
- 1 – Unsatisfactory/Unacceptable

VENDOR REGISTRATION: All Vendors are required to submit a vendor application via the following link: https://www.hendry-schools.org/Page/7640

ITB EVALUATION CRITERIA: The Bid must include information documenting how the company meets the evaluation criteria outlined below. Evaluations will be based on these criteria with assigned weighting as indicated. Each company's proposal must include a Table of Contents and should be organized by specific sections corresponding to the criteria and in the order shown below.

ITB CRITERIA	EVALUATION	MAXIMUM SCORE
1. Pricing	Lowest, economical pricing while still maintaining quality of product.	10
2. Technical Qualifications	Describe the organizational structure of the entity responsible for the material(s).	10
3. Capability of Performing the Work	Describe the company's capabilities to complete the orders in a timely manner.	10
4. Experience	Provide a list and description of three (3) completed commercial site projects. • Issues addressed during projects.	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
6. Business Location	Provide business address. Companies with a 100-mile radius from the District School Board of Hendry County will be considered.	10
7. References	Provide the name, company, and title and phone number for reference contacts for the three (3) projects listed above in ITB Criteria #3. These references should be familiar with your proposed team's performance in completing the project.	10
Points	**Total Potential Points Based on Rating Scale**	**70**

REFERENCES: The District School Board of Hendry County reserves the right to conduct reference checks for firms at any stage of the selection process. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or its ability to successfully perform the contract to be executed based on this ITB, the District may, at its sole discretion, determine that the firm is not qualified to perform the contract and deem the firm not eligible for further consideration. The District also reserves the right to check references from others not identified by the firm.

PROJECT: The purpose of this ITB is to establish a source for annual purchasing and or leasing of Modular Buildings.

CONTRACT TERM

A contract or purchase order shall be issued for a maximum term of TWELVE (12) months. The Hendry County School District will order on an "as needed" basis.

This bid, or any portion thereof, shall have the option of being renewed for two additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.

CONTACT INFORMATION: The Director of Operations Tony Busin is the contact for this project, busina@hendry-schools.net

EXHIBIT 1
HENDRY COUNTY SCHOOLS

LABELLE HIGH SCHOOL
4050 Cowboy Way
LaBelle, FL 33935

LABELLE MIDDLE SCHOOL
8000 E. Cowboy Way
LaBelle, FL 33935

COUNTRY OAKS ELEMENTARY SCHOOL
2052 Eucalyptus Drive NW
LaBelle, Fl 33935

LABELLE ELEMENTARY SCHOOL
150 W. Cowboy Way
LaBelle, FL 33935

UPTHEGROVE ELEMENTARY SCHOOL
280 N. Main Street
LaBelle, FL 33935

CLEWISTON HIGH SCHOOL
1501 S. Francisco Street
Clewiston, FL 33440

CLEWISTON MIDDLE
601 W. Pasadena Avenue
Clewiston, FL 33440

CENTRAL ELEMENTARY
1000 S. Deane Duff Avenue
Clewiston, FL 33440

EASTSIDE ELEMENTARY
201 W. Arroyo Avenue
Clewiston, FL 33440

WESTSIDE ELEMENTARY
205 W. Arroyo Avenue
Clewiston, FL 33440

Instructions to Bidders

- Prices and quantities should be based on 1 of each item. The bid is on an “as needed” basis for a continuing annual contract and we do not have a specific project or number of buildings in mind at this time

- Drawings and specifications are provided for the classrooms with a bathroom. For the classrooms without a bathroom just remove the bathroom and all plumbing fixtures but leave the closet in.

- Drawings and specifications are provided for the 12 x 36 and the 24 x 36 toilet buildings. The 12 x 36 toilet building should be quoted with flush valves per the specifications even though the drawings show tank type toilets. The toilets should have rear discharge toilets on the 12 x 36 toilet building and all plumbing routed through the wall opposite the exterior doors and to the center plumbing chase of the 24 x 36.

- Item #4 cost-plus: Please specify a cost-plus percentage mark-up based upon your service suppliers and manufacturers cost to you. This item will be used to price buildings of different sizes, specifications or modifications that are not covered in items 1,2 or 4 should the need arise.

- Item #4 leasing factor: Please specify a multiplying factor to obtain a monthly lease rate for both the finance lease and the operating lease so this factor can be applied to the building sales price you quoted for items’ 1,2,3 or those obtained for custom sizes or specifications derived from item 4. At the time of purchase, it can be mutually agreed to either have the monthly lease rate include or exclude the delivery and set. If it excludes those charges they will be charged at the rate quoted under delivery & installation. For the finance lease rate please base it on 60 monthly payments with a $1 purchase after 60 months. Operating lease should be based on 12 months. The school district has purchased new equipment in the past but should the need arise and be agreeable to both the district and the bidder, these factors can be applied to used buildings as well.

PROJECT : **RELOCATABLE CLASSROOMS: PURCHASE**

LOCATION : **COUNTY WIDE**

BID NO. : **23-00017**

BID OPENING :

General Notes:

Bid Submittals - Two (2) complete copies (1 original & 1 copy) of the Bid proposal shall be submitted by respondents. Each bid proposal shall include all information and submittals requested in this Bid. Incomplete Bid proposals may be declared non-responsive.

Bidder Due Diligence - The Bidder, having visited the proposed site of the project, familiarized themselves with the local conditions, nature and extent of the work, Bidding Requirements, Contract Documents, Drawings and Specifications, including all insurance requirements, as prepared does submit the following bid to furnish all labor, materials, tools, both consumable or not, equipment, rentals, rolling stock, transportation, freight, Federal, State, County, City or local Municipal taxes of any kind, permits, licenses and fees for fuel surcharges, environmental disposal, waste management or any other fees necessary to complete the work indicated by the above referenced project and documents shall be included in your bid.

Item 1: Outright Purchase of New Type II-B STANDARD Profile New Side Stackable Classroom Units per HENDRY COUNTY Attached Specifications and drawing

*See Cost Plus for engineering charges in Item 8 below

Classroom Unit, 24' x 36', with bathroom (Type II-B)

PURCHASE PRICE	DELIVERY CHARGE	INSTALLATION ON DRY STACK PIERS	INSTALLATION ON CONCRETE PADS PER UNIT

Classroom Unit, 24' x 36', without bathroom (Type II-B)

PURCHASE PRICE	DELIVERY CHARGE	INSTALLATION ON DRY STACK PIERS	INSTALLATION ON CONCRETE PADS PER UNIT

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)

*See Cost Plus for engineering charges below

PURCHASE PRICE 12' x 36' Toilet Unit	DELIVERY CHARGE	INSTALLATION ON DRY STACK PIERS	INSTALLATION ON CONCRETE PADS PER UNIT

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

*See Cost Plus for engineering charges in Item 8 below

PURCHASE PRICE 24' x 36 Toilet Unit	DELIVERY CHARGE	INSTALLATION ON DRY STACK PIERS	INSTALLATION ON CONCRETE PADS PER UNIT

Item4: OTHER SERVICES, SIZES, LAYOUTS AND ADDITIONS

SHOW AS COST PLUS PERCENTAGE (NO PLANS OR SPECIFICATIONS FOR ITEM)

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 __ % *

OPERATING AND LEASE PURCHASE OPTIONS

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	

Attachment A – Insurance Requirements Form

Hendry County School District

X 1. Workers' Compensation – Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limit and Requirements. Policy must include Employers Liability with a limit of $500,000 per incident.

X 2. Commercial General Liability – Bodily Injury & Property Damage - $1,000,000 Single limit per occurrence.

X 3. Indemnification: The Contractor/Vendor, in consideration of One Hundred Dollars ($100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The Hendry County School District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The Hendry County School District by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars ($100.00) or money received on the contract price is considered as payment of this obligation by The Hendry County School District.

X 4. Automobile Insurance – Owned, non-owned, hired - $1,000,000 Each occurrence.

X 5. Professional Liability $1,000,000

X 6. Vendor shall insure that any and all subcontractors comply with the same insurance requirements as outlined above.

X 7. The Hendry County School District must be named as **Additional Insured** on the insurance certificate for all coverages, except Workers' Compensation and Professional Liability.

X 8. The Hendry County School District shall be named as the Certificate Holder to read as follows:

The School District of Hendry County, Florida
Financial Services
P.O. Box 1980
Labelle, Florida 33975

X 9. Thirty (30) days cancellation notice is required.

X 10. The Certificate must state the BID Number and Title.

Insurance Requirements Continued

CERTIFICATION:

I/We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required within five (5) business days of the Notice of Award of the proposal. The Hendry County School District must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability and the Business Auto Liability policies. The Hendry County School District desires proof of insurability at levels required for this proposal.

A current certificate of insurance is attached: _____ Yes _____ No

_____
Bidder Signature

_____
Bidder Name

_____
Bidder Title

Attachment B – Debarment Form
Hendry County School District

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this bid/proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," " person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is
submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the No Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION: The prospective lower tier participant certifies by submission of this bid/proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department or agency. Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant must attach an explanation.

Bidder Signature: _____

Bidder Name: _____

Bidder Title: _____

Attachment C – Drug Free Workplace

Hendry County School District

The undersigned bidder, in accordance with Florida Statute 287.087, hereby certifies that _____ does:
(name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

I certify that this business, named above, complies fully with the above requirements.

_____ _____
Authorized Officer Signature Date

_____
Name

_____
Title

Attachment D – Public Entities Crime Form
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, PUBLIC ENTITY CRIMES

Hendry County School District

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted by _____ (name of entity) who business address is _____ and Federal Employer ID Number (FEIN), if applicable, is _____. If the entity has no FEIN, you must include the social security number of the individual signing this sworn statement.

My name is _____ and my relationship to the _____ (print name of individual signing) entity above is _____.

I understand that a public entity crime, as defined in Florida Statute 287.133(1)(g) means a finding of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision

of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____The person HAS _____ or HAS NOT _____ been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of Management Services concerning removal from the list.)

_____ _____
Authorized Officer Signature Date

_____
Name

_____
Title

State of _____

County of _____

_____ Appeared in person before me, who is personally known to me or provided the following identification _____, affixed his/her signature in the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC
My commission expires

Attachment E – Scrutinized Company Certification

Hendry County School District

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.

2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:

   a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or

   b. Have a material business relationship involving the supply of military equipment, or

   c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or

   d. Have been complicit in the genocidal campaign in Darfur.

3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:

   a. Have a material business relationship with the government of Iran or a government created project involving oil related or mineral extraction activities, or

   b. Have made material investments with the effect of significantly enhancing Iran‘s petroleum sector.

4. This Company is not engaged in business operations in Cuba or Syria.

_____

Name of Company

_____ _____

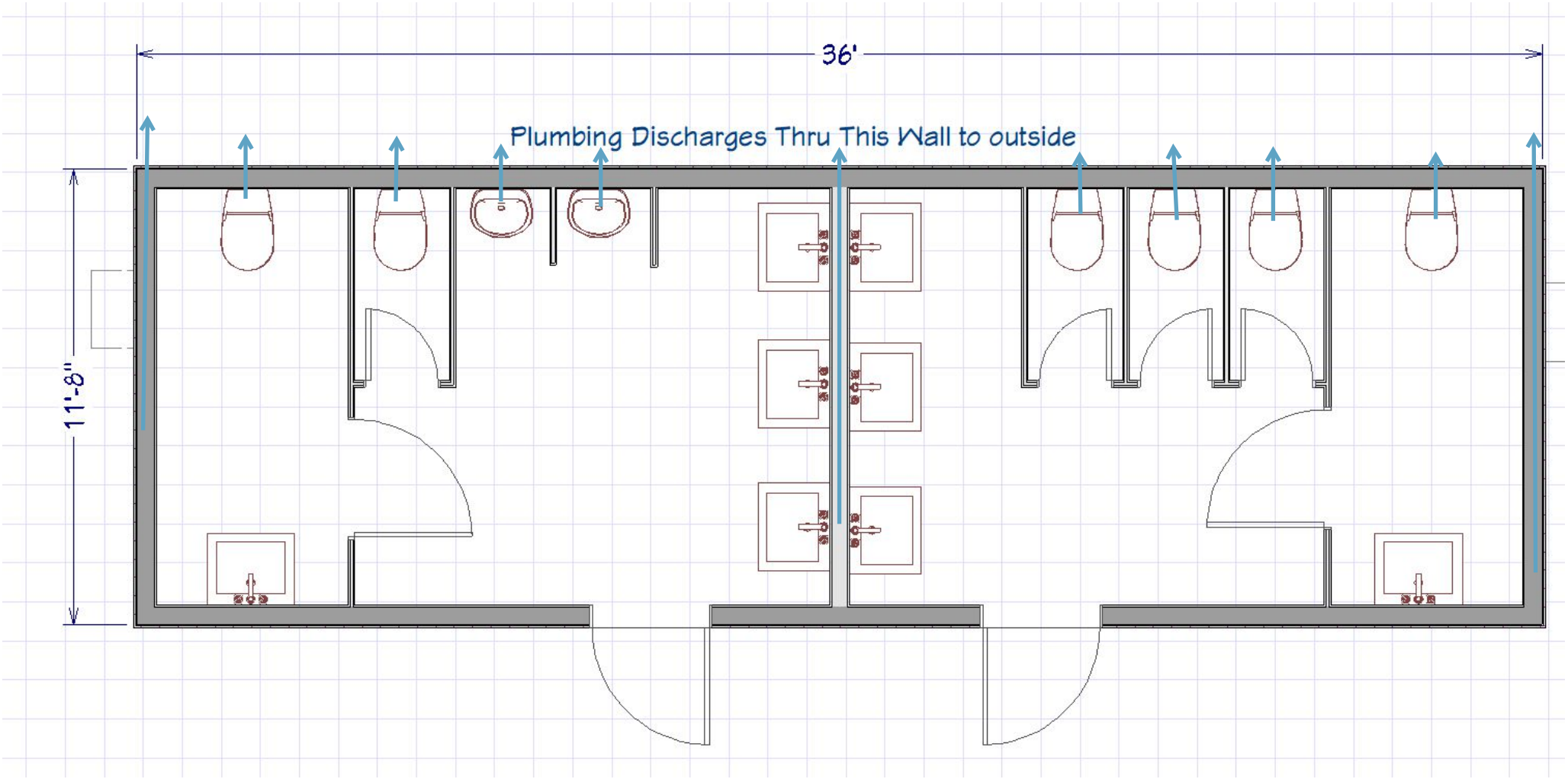
Authorized Officer Signature Date

_____

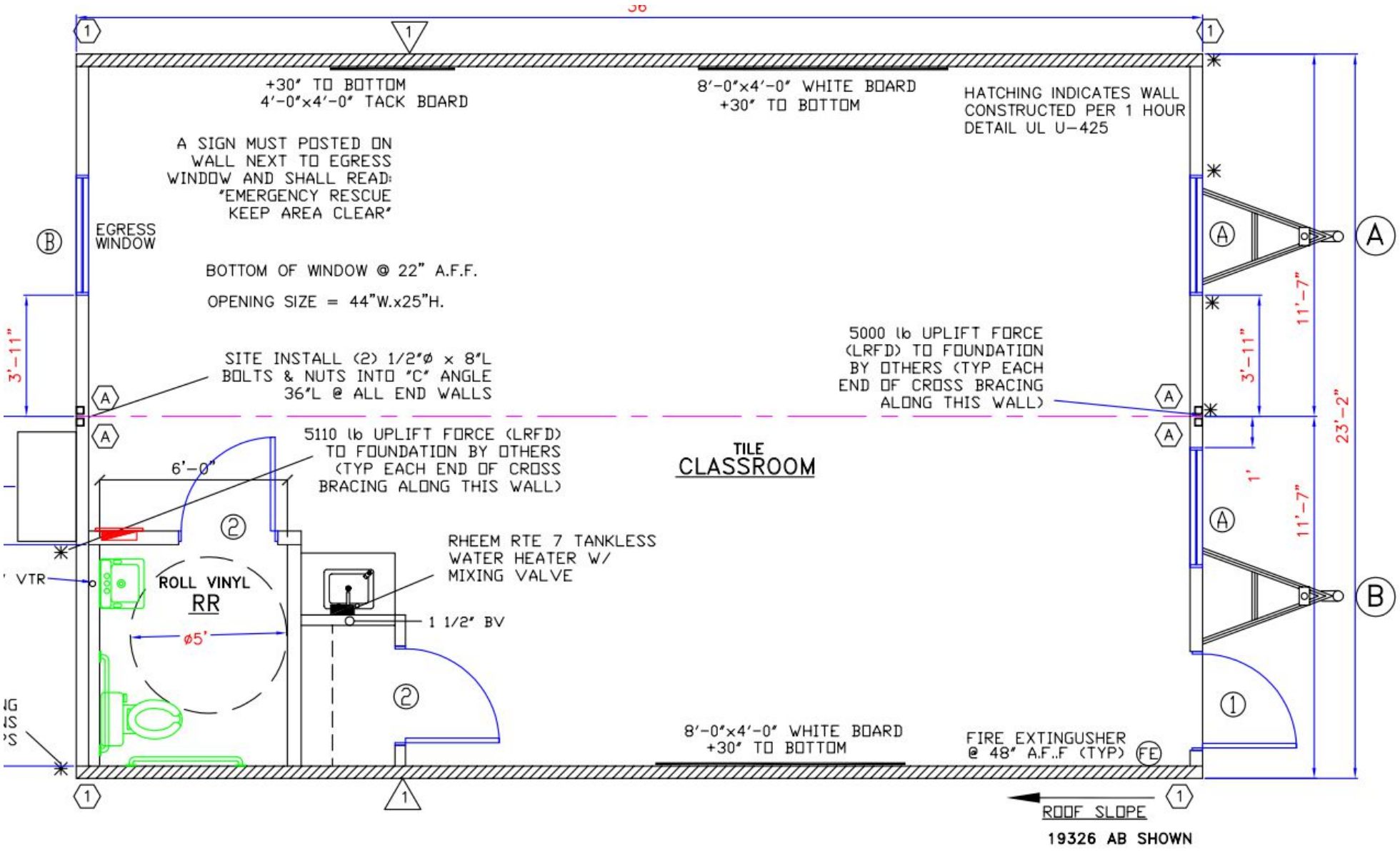
Name

_____

Title

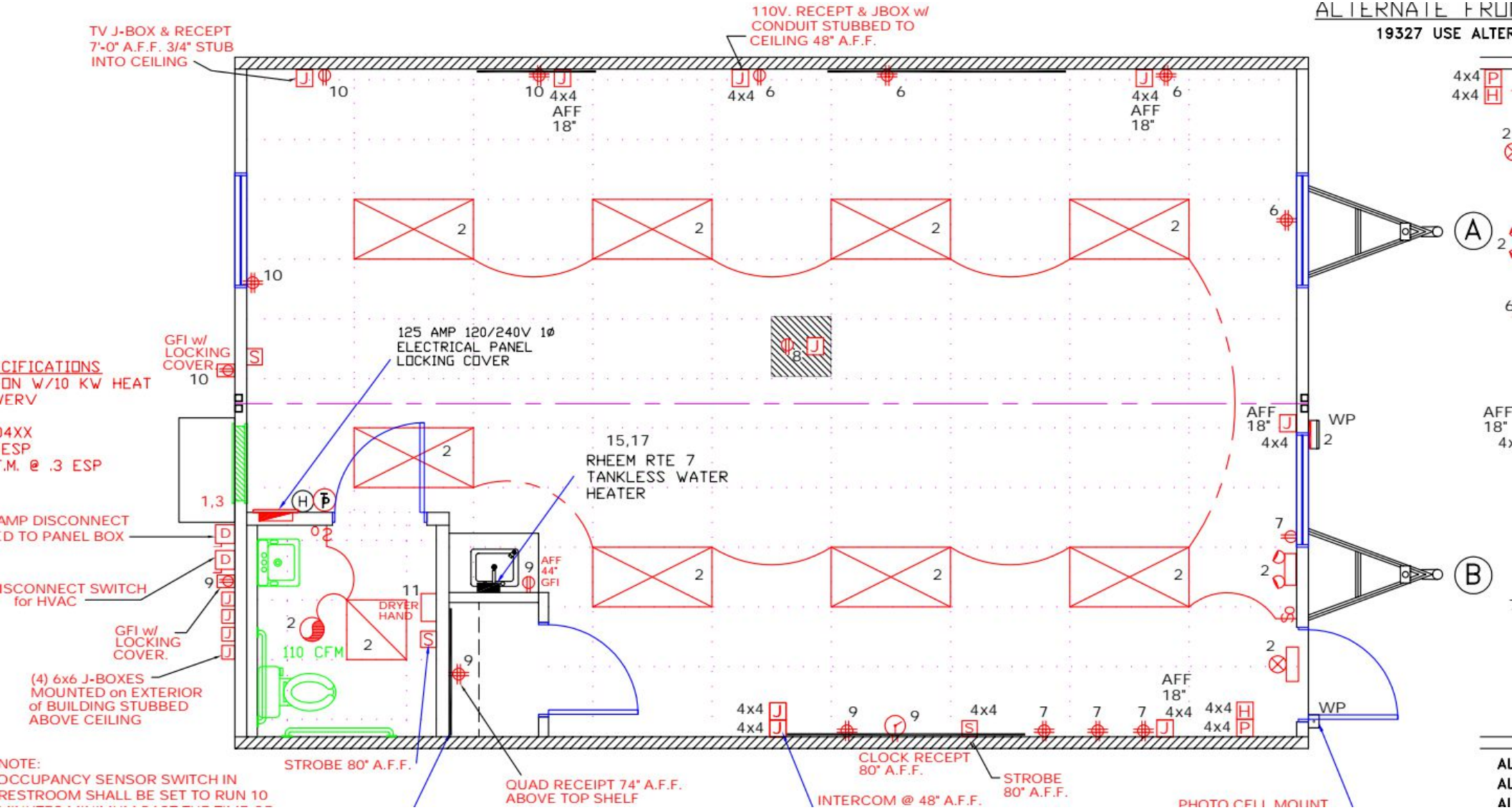

36'
Plumbing Discharges Thru This Wall to outside
11'-8"

24 x 36 Standard Classroom (see included Specifications)

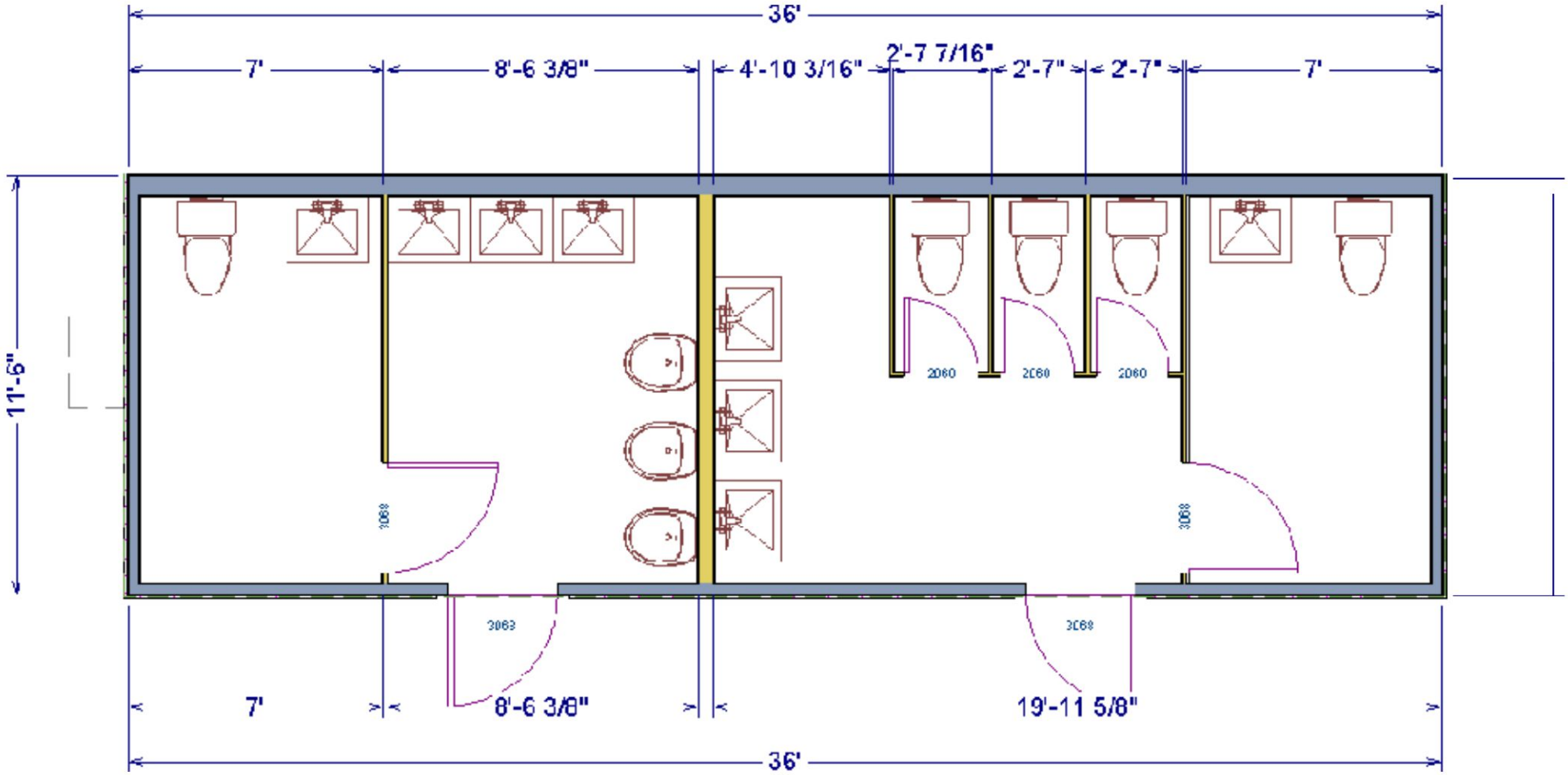


19326 AB SHOWN

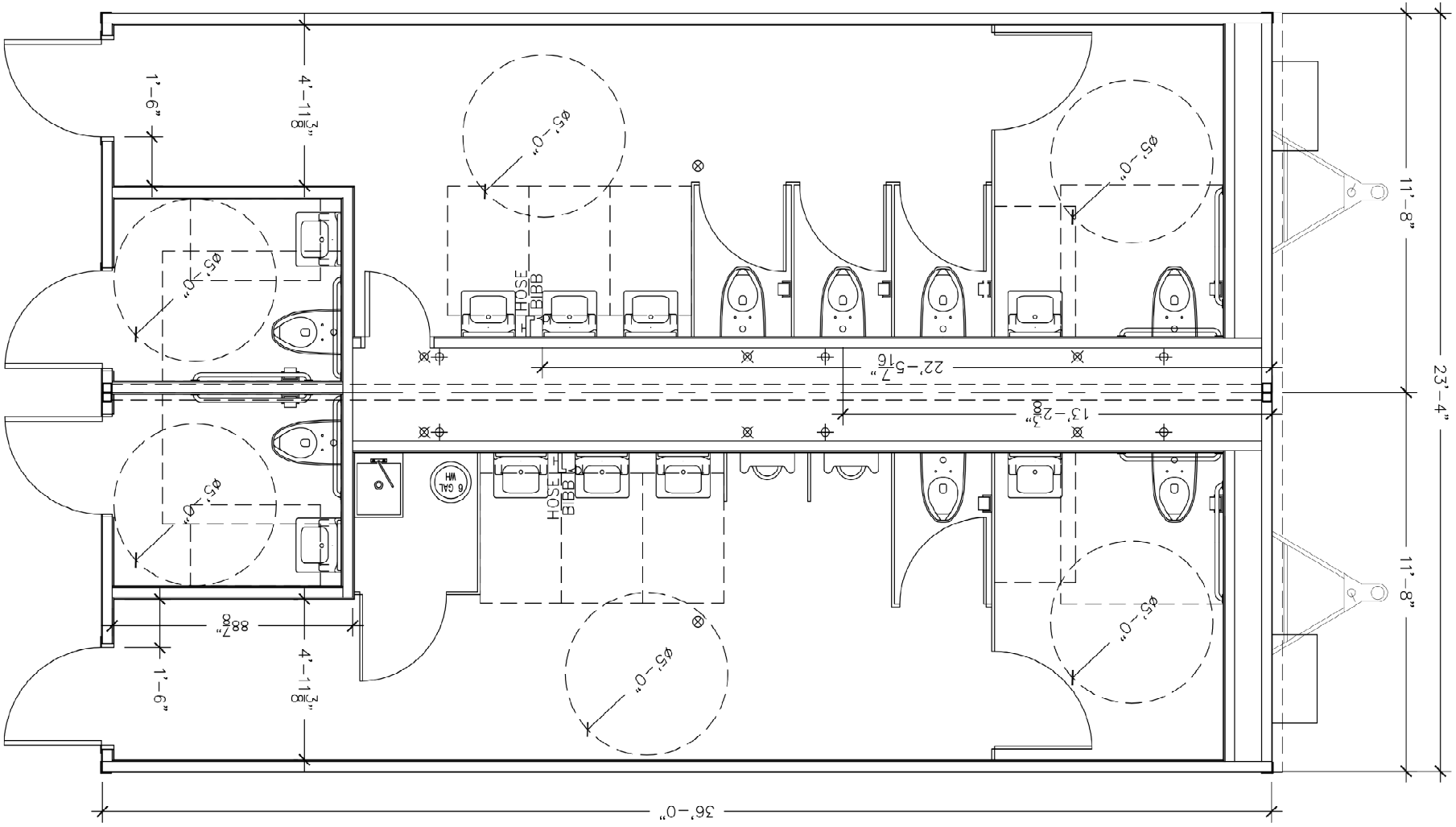
Standard 24 x 36 Classroom Electrical (See included Specifications)



Standard 12 x 36 Toilet Building (Provide Specifications You Are Quoting)



Standard 24 x 36 Toilet Building (Proide Specifications You Are Quoting)



Southeast Modular Manufacturing, Leesburg

SPEC SHEET

Date: September 7, 2022

Quote Number: SE-0924-2021 v-03

Size: 24 x 36 Description: 24x36 Hendry County Wet Classroom

COMPONENT	SUB-COMPONENT	DESCRIPTION	QUANTITY
FRAME			
	PERIMETER	Frame Perimeter - 12' X 36' - 12"X11.8# I-Beam - (16" O/C FJ)	2.00
	AXLES	(4) 2-Brake & 2-Idler Reconditioned 6000#	2.00
	MISC	P.T LUMBER AROUND PERIMETER OF FRAME	120.00
FLOOR			
	JOIST	8" STEEL FLOOR JOIST AT 16" O.C.	
	DECKING	1/4" Fiberock	
	DECKING	3/4" - Mega Board - T&G	
	INSULATION	R-30 Unfaced	
	COVERING	Sheet Astro Techno Roll (Coved) *** IN RESTROOM ONLY / BARE FLOORS IS CLASSROOM	
	MISC	Bottom Board Mobiflex - Simplex	
EXTERIOR WALL			
	STUDS	6" 16ga Steel Studs 16" O/C 12' Tall (Ext Wall) ***EXTERIOR WALLS ARE 11'-6"-10'-9" PER PLANS	
	SHEATHING	5/8" Gypsum Sheathing	
	SIDING	Fiber Cement-Vertical - 5/16 - Stucco - W/ Housewrap	
	COVERING	Type X Gyp - 5/8" Unfinished, 12' (Ext Wall) ***EXTERIOR WALLS 11'-6"-10'-9"	120.00
	COVERING	3/8" VCG ***OVER 5/8" TYPE-X RAW GYP	120.00
	INSULATION	R-19 Kraft Fiberglass Batts	
INTERIOR WALL			
	STUDS	3-5/8" 16ga Steel Studs @ 16" O/C - 10' Tall	
	INSULATION	R-13 Unfaced Int. Wall @ 10' Tall	



Southeast Modular Manufacturing, Leesburg

SPEC SHEET

Date: September 7, 2022

Quote Number: SE-0924-2021 v-03

Size: 24 x 36 Description: 24x36 Hendry County Wet Classroom

COMPONENT	SUB-COMPONENT	DESCRIPTION	QUANTITY
INTERIOR WALL			
	COVERING	9' FRP Over 5/8" Gypsum (Int Wall) - One Side of Wall ***AT RESTROOM ONLY	
	COVERING	Type X Gyp - 5/8" Unfinished- 9'-6" Tall (Int)	20.00
	COVERING	3/8' VCG ***OVER 5/8" TYPE-X RAW GYP	20.00
INTERIOR TRIM			
	COVE BASE	Wall Base Vinyl 4"	
ROOF			
	JOIST	Steel 8" 16ga Galv. Roof Joist @ 24" O/C	
	MATE BEAM	Bar Joist W/ Angle & Plates	72.00
	MATE BEAM	3/16" X 3" X 3" - Steel Column	4.00
	INSULATION	R-38 Unfaced - "Non-Cath" (Roofs)	
	DECKING	1 1/2" Poly Iso Sheathing	
	DECKING	Galvanized B-Deck-22 ga.	
	DECKING	1/2" DENS DECKING	864.00
	COVERING	EPDM .045 White	
	CEILING	2X2 T-Grid Gridstone ***RESTROOM ONLY	
	CEILING	2 X 4 T-Grid - Mineral Fiber #769 ***AT 8'-0" AFF	
WINDOW			
	WINDOW - CUSTOM	46"X60" EGRESS V/S WHITE LOW-E INSUL. ***IMPACT RATED	1.00
	WINDOW - CUSTOM	46"X54" V/S WHITE LOW-E INSUL ***IMPACT RATED	2.00

Size: 24 x 36 Description: 24x36 Hendry County Wet Classroom

COMPONENT	SUB-COMPONENT	DESCRIPTION	QUANTITY
WINDOW			
	BLINDS	Vinyl Mini-Blind	3.00
EXTERIOR DOOR			
	DOOR	36X80 - Commercial Steel - IMPACT RATED	1.00
	LOCKSET	Entry Lock - Grade 1 - Removable Core ***MARSHALL BEST LOCKSET PROVIDED / GRADE 1 W/ IC CORE UNCOMBINATED , FINAL KEYING IS BY CUSTOMER	1.00
	HARDWARE	Kick Plate - 08" X 34" - Stainless Steel	1.00
	HARDWARE	Cal Royal Products CR441 Door Closer	1.00
	MISC	8'X42" VISION PANEL	1.00
INTERIOR DOOR			
	DOOR	36X80 Prehung Birch SC PG W/ 4-9/16 Split Jamb	2.00
	LOCKSET	Keyed - Grade 2 - Lever	1.00
	LOCKSET	Privacy - Grade 2 - Lever	1.00
	HARDWARE	Door Stop - Floor Mount (Int. Doors)	2.00
ELECTRICAL			
	PANEL	EXTERIOR BR48 125 AMP BREAKER DISCONNECT	1.00
	PANEL	1 Ph, Nema 1, Internal, 125 Amp	1.00
	RACEWAY	MC Cable 12/2 W/ Ground	
	LIGHT	Flat Panel - LED 2 X 2 - Standard	1.00
	LIGHT	Flat Panel - LED 2 X 4 - Standard	8.00
	EXTERIOR LIGHTS	RAB EXTERIOR LED PORCH LIGHT ****MODEL # ENTRA12NW/PC	1.00
	EXIT/EMERGENCY LIGHTS	Emergency Light - Dual Head	1.00
	EXIT/EMERGENCY LIGHTS	Emergency Light - Remote Head - Exterior	1.00

Size: 24 x 36 Description: 24x36 Hendry County Wet Classroom

COMPONENT	SUB-COMPONENT	DESCRIPTION	QUANTITY
ELECTRICAL			
	EXIT/EMERGENCY LIGHTS	Exit/Emergency Light Remote Capable - Red	1.00
	SWITCH	Occupancy Sensor Wall Mount	1.00
	SWITCH	Occupancy Sensor Ceiling Mount	2.00
	RECEPTACLE	20A - Duplex - Tamper Resistant	3.00
	RECEPTACLE	20A - WR GFCI Protected W/ While In Use Cover	2.00
	RECEPTACLE	20A - GFCI Protected Duplex - Tamper Resistant	1.00
	RECEPTACLE	20A -QUAD Duplex - Tamper Resistant	9.00
	PHONE/DATA	4X4 J-Box W/ Mud Ring & 1" Conduit Stub Out	11.00
		***PER PRINT W/ PULL STRINGS / J-BOXES ARE PROVED FOR ALARMS ONLY/ ALL DEVICES AND WIRING IS BY OTHERS ON SITE	
	PHONE/DATA	6X6X6 EXTERIOR NON WIRED J-BOXES	6.00
		***W/ Conduit and Pull Strings	
	MISC	3/4" x 24"x30" PAINTED BOARD W/ TUMESCENT PAINT	1.00
	MISC	Cross Over	4.00
PLUMBING			
	PIPE	CPVC SUPPLY PIPING	3.00
		***COLD WATER SUPPLY ONLY / NO WATER HEATER	
	PIPE	PVC WASTE STUB OUTS ONLY	
	WATER CLOSET	Water Closet - Tank Type - Handicap - CPVC	1.00
	LAVATORIES	Lavatory - Wall Hung - CPVC	1.00
	LAVATORIES	METERING FAUCET AT LAVATORY	1.00
	KITCHEN SINKS	25" X 22" S.S. Single Bowl Sink w/ Water Bubbler	1.00
		***please note that this does not meet code	



Southeast Modular Manufacturing, Leesburg

SPEC SHEET

Date: September 7, 2022

Quote Number: SE-0924-2021 v-03

Size: 24 x 36 Description: 24x36 Hendry County Wet Classroom

COMPONENT	SUB-COMPONENT	DESCRIPTION	QUANTITY
PLUMBING			
	ACCESSORIES	Toilet Paper Dispenser	1.00
	ACCESSORIES	Mirror - 18" X 36" S.S. Trim	1.00
	ACCESSORIES	Grab-Bars - Set	1.00
HVAC			
	A/C - WALL MOUNT	3.5-Ton - Dehum - 10KW Heat Strip - W/PGM T-Stat - Bard or Eubank or Equal ***free blow	1.00
	VENTILATION OPTIONS	ERV - 3.5 Ton End Mount	1.00
	GRILLS	Return Grille - 30 X 14	1.00
	GRILLS	Supply Grille - 30 X 10 - Free Flow	1.00
	EXHAUST FANS	90 CFM - Ceiling Mount	1.00
	MISC	HVAC EXT DISCONNECT	1.00
	MISC	HUMIDISTAT	1.00
	MISC	Locking T-Stat Cover	1.00
FURNISHINGS			
	CABINETS	Standard Laminate ADA Apron 36"	3.00
	MARKER BOARDS	STD 4X8 WHITE MARKERBOARD ***W/ TRAYS AND ACCESSORIES	2.00
	TACK BOARDS	STD 4X4 VINYL TACKBOARD	1.00
	FIRE EXTINGUISHERS	ABC 5# FIRE EXTINGUISHER W/ WALL BRACKETS	1.00
	MISCELLANEOUS	5'X12" DEEP WIREMOLD SHELVING	4.00
MISC			
	MISC	Close-Up	
STATES			

Southeast Modular Manufacturing, Leesburg

SPEC SHEET

Date: September 7, 2022

Quote Number: SE-0924-2021 v-03

Size: 24 x 36 Description: 24x36 Hendry County Wet Classroom

COMPONENT	SUB-COMPONENT	DESCRIPTION	QUANTITY
STATES			
	STATE APP	2020 FBC / EDUCATION/ TYPE-2B / 160 MPH *** LOCATION: HENDRY COUNTY, FL.***CRA APPROVAL IS NOT INCLUDED IN THIS QUOTE ---PLEASE SEE OPTIONS	

Southeast Modular Manufacturing
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748

MODULAR STRUCTURE
FOR: SMART MODULAR SOLUTIONS, LLC.

HENDRY COUNTY OFFICE

23'-4" x 36'-0"

1	COVER SHEET/GENERAL NOTES
2	MATERIAL SCHEDULE
3	FLOOR PLAN
4	ELECTRICAL PLAN
5	LUMINARY PLAN
6	HVAC PLAN
7	ELEVATIONS
8	BUILDING SECTION
9	WALL DETAILS 1
10	WALL DETAILS 2
11	ROOF FRAMING
12	FRAME DETAILS

PROJECT HISTORY
ISSUED 02/24/21
3RD PARTY 03/12/21

SMART MODULAR SOLUTIONS, LLC.
HENDRY COUNTY OFFICE
SERIAL #SMM-20671 AB
COVER SHEET / GENERAL NOTES

SITE INSTALLED ITEMS:

NOTE THAT THIS LIST DOES NOT NECESSARILY LIMIT THE ITEMS OF WORK AND MATERIALS THAT MAY BE REQUIRED FOR A COMPLETE INSTALLATION. ALL SITE RELATED ITEMS ARE SUBJECT TO LOCAL JURISDICTION APPROVAL.

1. THE COMPLETE FOUNDATION SUPPORT AND TIE DOWN SYSTEM.
2. RAMPS, STAIRS, GENERAL ACCESS TO THE BUILDING AND ROOF COVERED PLATFORM FOR CLASSROOM EXIT.
3. BUILDING DRAINS, CLEANOUTS, AND HOOK–UP TO THE PLUMBING SYSTEM.
4. ELECTRICAL SERVICE HOOK–UP (INCLUDING FEEDERS) TO THE BUILDING.
5. THE MAIN ELECTRICAL PANEL AND SUB–FEEDERS.
6. CONNECTIONS OF ELECTRICAL CIRCUITS CROSSING OVER MODULE MATING LINE(S) – (MULTI–UNITS ONLY).
7. STRUCTURAL AND AESTHETIC INTERCONNECTIONS BETWEEN MODULES (MULTI–UNITS ONLY).
8. ALL SIGNS UNLESS OTHERWISE SPECIFIED.
9. FIRE ALARM SYSTEM
10. HVAC CONDENSATION LINES
11. EXIT DISCHARGE LIGHTING
12. GUTTERS AND DOWNSPOUTS
13. BONDING OF UNITS TOGETHER SHALL BE BY OTHERS ON SITE

FLORIDA STRUCTURAL LOAD LIMITATION

	FLOOR LIVE LOAD:	
A.	50 PSF OFFICES	
B.	2,000 Lb.. CONCENTRATED LOAD OVER 30"X30" AREA LOCATED ANYWHERE ON FLOOR	
	ROOF LIVE LOAD:	
A.	20 PSF	
	BUILDING ENCLOSURE: ENCLOSED	
	ROOF SNOW LOAD: N/A	
	WIND LOAD:	
A.	BASIC WIND SPEED (3 SEC GUST)	V= 160 MPH
B.	ASD WIND SPEED (3 SEC GUST)	ASD= 124 MPH
C.	RISK CATEGORY:	II (ASCE 7–16)
D.	WIND EXPOSURE CATEGORY	C
E.	INTERNAL PRESSURE COEFFICIENT	GCpi = 0.18
F.	WIND IMPORTANCE FACTOR	Iw= 1.0

G. COMPONENT & CLADDING BASIC DESIGN PRESSURES (ASD DESIGN PRESSURE) FOR ROOF ANGLES 0 TO 7 DEGREES:

WALL ZONE 5: P = +/–68.2 PSF (Pasd = +/–41.0 PSF)
WALL ZONE 4: P = +/–55.4 PSF (Pasd = +/–33.3 PSF)
ROOF ZONE 3: P = –159.6 PSF (Pasd = –95.8 PSF)
ROOF ZONE 2: P = –117.1 PSF (Pasd = –70.3 PSF)
ROOF ZONE 1: P = –88.8 PSF (Pasd = –53.3 PSF)
ROOF ZONE 1': P = –50.9 PSF (Pasd = –30.6 PSF)

H. THIS BUILDING IS NOT DESIGNED FOR PLACEMENT ON THE UPPER HALF OF A HILL OR ESCARPMENT EXCEEDING 15 FEET IN HEIGHT.

SEISMIC LOAD: N/A

FLOOD LOAD:

THIS BUILDING IS NOT DESIGNED TO BE SUBMERGED BELOW THE BASE FLOOD ELEVATION IN A FLOOD HAZARD AREA.

THIS BUILDING HAS NOT BEEN DESIGNED FOR USE IN HIGH VELOCITY HURRICANE ZONES (HVHZ). HVHZ ZONES CONSIST OF BROWARD AND MIAMI–DADE COUNTIES

GENERAL NOTES:

1. ALL CONSTRUCTION, MATERIALS, AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE CODES SPECIFIED ON THESE DRAWINGS.
2. ALL MATERIALS USED IN THE CONSTRUCTION OF THE BUILDING WHICH ARE COVERED BY THE FLORIDA BUILDING COMMISSION RULE 61G 20–3.006 SHALL HAVE CURRENT FLORIDA PRODUCT APPROVAL.
3. PLAN REVIEW AND INSPECTION REQUIRED BY CHAPTER 633 F.S. SHALL BE DONE ON SITE BY LOCAL FIRE SAFETY INSPECTOR.
4. THESE PLANS INCLUDE DESIGN FOR THE FACTORY BUILT PORTION OF THE MODULAR STRUCTURE AND PORTIONS OF THE SITE BUILT CONSTRUCTION. THESE PLANS AND DESIGN PLANS FOR ALL ELEMENTS DESIGNATED TO BE DESIGNED BY OTHERS AND/OR SITE INSTALLED MUST BE SUBMITTED TO AND REVIEWED BY THE DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE (DESIGNER OF RECORD) FOR COMPATIBILITY WITH THE DESIGN OF THE OVERALL BUILDING PROJECT AS REQUIRED BY THE APPLICABLE CODES AND LAWS.
5. REFER TO MANUFACTURER'S APPROVED SYSTEMS PACKAGE FOR ADDITIONAL CONSTRUCTION DETAILS AND SPECIFICATIONS NOT INCLUDED IN THESE PLANS.
6. REFER TO ENERGY CODE COMPLIANCE FORM AND/OR HEAT LOSS AND GAIN CALCULATIONS FOR ADDITIONAL ENERGY CODE CONSTRUCTION REQUIREMENTS NOT INCLUDED IN THESE PLANS.
7. ALL DOORS SHALL BE OPENABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE OR EFFORT. MANUALLY OPERATED FLUSH BOLTS OR SURFACE BOLTS SHALL NOT BE USED.
8. PORTABLE FIRE EXTINGUISHERS SHALL BE PROVIDED BY OTHERS AS REQUIRED BY NFPA 10.
9. ALL GLAZING WITHIN A 24 INCH ARC OF DOORS WHOSE BOTTOM EDGE IS LESS THAN 60 INCHES ABOVE THE FLOOR AND ALL GLAZING IN DOORS SHALL BE SAFETY, TEMPERED, OR ACRYLIC PLASTIC SHEET
10. STRAPPING MUST BE TESTED AND/OR CERTIFIED TO VERIFY THE STRUCTURAL CAPACITY. APPROPRIATE DOCUMENTATION MUST BE ON FILE AT THE MODULAR BUILDING FACTORY.
11. THIS BUILDING REQUIRES A FIRE SEPARATION DISTANCE OF >10'–0" BASED ON TABLE 602 AND SECTION 704 OF THE FLORIDA BUILDING CODE AND/OR INTERNATIONAL BUILDING CODE IS SUBJECT TO APPROVAL BY LOCAL JURISDICTION
12. WHERE THE LIVE LOADS FOR WHICH EACH FLOOR OF PORTION THEREOF IS DESIGNED TO EXCEED 50 PSF, SUCH DESIGN LIVE LOAD SHALL BE CONSPICUOUSLY POSTED BY THE BUILDING OWNER IN THAT STORY WHERE THEY APPLY, USING DURABLE SIGNS.
13. FIRE SAFETY PLAN REVIEW & INSPECTION IS RESERVED FOR THE LOCAL AUTHORITY HAVING JURISDICTION.
14. WINDOWS AND DOORS MUST BE CERTIFIED FOR COMPLIANCE WITH THE WIND DESIGN PRESSURE FOR COMPONENTS AND CLADDING.
15. THESE PLANS COMPLY WITH THE LATEST FBC CHANGE, DATED DECEMBER 31, 2020.
16. THIS BUILDING SHALL NOT BE LOCATED WITHIN A DISTANCE OF 600 FEET OF INLAND BODIES OF WATER THAT PRESENT A FETCH OF 1 MILE OR MORE OF INLAND WATERWAYS OR RIVERS WITH A WIDTH OF ONE MILE.
17. THIS BUILDING HAS NOT BEEN DESIGNED TO BE LOCATED ON THE SEAWARD SIDE OF THE COASTAL CONSTRUCTION LINE.
18. IF THIS BUILDING IS LOCATED IN A WIND BORNE DEBRIS REGION ALL GLAZING SHALL BE PROTECTED WITH AN IMPACT RESISTANT COVERING, OR GLAZING SHALL BE IMPACT RATED, WHICH IS ALSO DESIGNED TO RESIST THE APPLICABLE WIND PRESSURES OR WINDOWS SHALL BE IMPACT RATED. THIS COVERING IS DESIGNED BY OTHERS, SITE INSTALLED AND SUBJECT TO LOCAL JURISDICTION APPROVAL.
WIND BORNE DEBRIS REGIONS INCLUDE THE FOLLOWING:
A. AREAS WITHIN ONE MILE OF THE COASTAL MEAN HIGH WATER LINE WHERE THE ULTIMATE WIND SPEED IS EQUAL TO OR GREATER THAN 130 MPH, OR
B. AREAS WHERE THE ULTIMATE WIND SPEED IS EQUAL TO OR GREATER THAN 140 MPH.
19. THE FLOOR AND ROOF DESIGN OF THIS PLAN IS "LIGHT–FRAME TRUSS–TYPE CONSTRUCTION" AS REFERENCED IN FAC RULE 69A–3.012(6). POSTING OF NOTICE SIGN(S) AS REQUIRED BY FAC RULE 69A–3.012(6) SHALL BE SITE SUPPLIED AND INSTALLED AND IS THE RESPONSIBILITY OF THE BUILDING OWNER.
20. WHEN LOW SIDES OF ROOF PROVIDE LESS THAN 6" OF OVERHANG, GUTTERS AND DOWN SPOUTS SHALL BE SITE INSTALLED, DESIGNED BY OTHERS, SUBJECT TO LOCAL JURISDICTION APPROVAL.
21. ALL STEEL STRAPS REFERENCED ON FLOOR PLAN SHALL BE 1.5 INCH x 20 GA. WITH 6 – 10d NAILS EACH END OF STRAP OR EQUIVALENT FROM RIDGE BEAM TO COLUMN, AND COLUMN TO FLOOR. STRAPPING MUST BE TESTED AND/OR CERTIFIED TO VERIFY THE STRUCTURAL CAPACITY. APPROPRIATE DOCUMENTATION MUST BE ON FILE AT THE MODULAR BUILDING FACTORY.
22. STATE OF FLORIDA INSIGNIA SHALL BE PLACED ON OR ABOUT THE ELECTRICAL SYSTEM PANEL
23. IN–PLANT INSPECTIONS SHALL BE CONDUCTED IN ACCORDANCE WITH FBC 428.3–3.5, FAC RULE 61–41.028(2) AND SS 553.415(9) & (1). THE BUILDING SHALL BEAR AN INSIGNIA THAT VALIDATES THE IN–PLANT CONSTRUCTION RECEIVED A CODE COMPLIANCE PLAN REVIEW AND WAS INSPECTED BY FLORIDA LICENSED PERSONNEL, IN ACCORDANCE WITH STATE STATUTE PART XII CHAPTER 468, AND IN COMPLIENCE WITH FLORIDA LAWS, RULES AND CODES.

MECHANICAL NOTES:

1. ALL SUPPLY AIR REGISTERS SHALL BE 24 INCHES x 24 INCHES ADJUSTABLE WITH 15 INCHES x 7 INCHES (INSIDE) OVERHEAD FIBERGLASS DUCT, UNLESS OTHERWISE SPECIFIED. DUCTS IN UNCONDITIONED SPACES SHALL HAVE R–4.2 MINIMUM INSULATION EXCEPT DUCTS EXPOSED TO VENTILATED ATTICS AND CRAWL SPACES SHALL HAVE R–6 INSULATION.
2. INTERIOR DOORS SHALL BE UNDERCUT 1.5 INCHES ABOVE FINISHED FLOOR FOR AIR RETURN AND OR AS NOTED ON FLOOR PLAN, EXCEPT DOORS LOCATED IN FIRE RATED PARTITIONS SHALL NOT BE UNDERCUT.
3. RESTROOM VENT FANS SHALL PROVIDE 50 CFM OR MORE EXHAUST PER WATER CLOSET OR URINAL, UNLESS OTHERWISE SPECIFIED ON PLANS.
4. VENT FANS SHALL BE DUCTED TO THE EXTERIOR AND TERMINATE AT AN APPROVED VENT CAP.
5. HVAC EQUIPMENT SHALL BE EQUIPPED WITH OUTSIDE FRESH AIR INTAKES CAPABLE OF PROVIDING 5 CFM FOR EACH OCCUPANT & 0.06 CFM PER SQUARE FOOT OF BUILDING AREA.

ELECTRICAL NOTES:

1. ALL EQUIPMENT SHALL BE LISTED BY UL FOR THE APPLICATION FOR WHICH IT IS USED AND ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE LISTING.
2. ALL CIRCUITS AND EQUIPMENT SHALL BE GROUNDED IN ACCORDANCE WITH THE APPROPRIATE ARTICLES OF THE NATIONAL ELECTRICAL CODE (NEC).
3. WHEN LIGHT FIXTURES ARE INSTALLED IN CLOSETS THEY SHALL BE SURFACE MOUNTED OR RECESSED. INCANDESCENT FIXTURES SHALL HAVE COMPLETELY ENCLOSED LAMPS. SURFACE MOUNTED INCANDESCENT FIXTURES SHALL HAVE A MINIMUM CLEARANCE OF 12 INCHES AND ALL OTHER FIXTURES SHALL BE A MINIMUM CLEARANCE OF 6 INCHES FROM "STORAGE AREA" AS DEFINED BY NEC 410.2.
4. WHEN WATER HEATERS ARE INSTALLED THEY SHALL BE PROVIDED WITH READILY ACCESSIBLE DISCONNECTS ADJACENT TO THE WATER HEATERS SERVED. THE BRANCH CIRCUIT SWITCH OR CIRCUIT BREAKER SHALL BE PERMITTED TO SERVE AS THE DISCONNECTING MEANS ONLY WHERE THE SWITCH OR CIRCUIT BREAKER IS WITHIN SIGHT FROM THE WATER HEATER OR IS CAPABLE OR BEING LOCATED IN THE OPEN POSITION.
5. HVAC EQUIPMENT SHALL BE PROVIDED WITH READILY ACCESSIBLE DISCONNECTS ADJACENT TO THE EQUIPMENT SERVED. A UNIT SWITCH WITH A MARKED "OFF" POSITION THAT IS A PART OF THE HVAC EQUIPMENT AND DISCONNECTS ALL UNGROUNDED CONDUCTORS SHALL BE PERMITTED AS THE DISCONNECTING MEANS WHERE OTHER DISCONNECTING MEANS ARE ALSO PROVIDED BY A READILY ACCESSIBLE CIRCUIT BREAKER.
6. PRIOR TO ENERGIZING THE ELECTRICAL SYSTEM THE INTERRUPTING RATING OF THE MAIN BREAKER MUST BE DESIGNED AND VERIFIED AS BEING IN COMPLIANCE WITH SECTION 110–9 OF THE NEC BY LOCAL ELECTRICAL CONSULTANT.
7. THE MAIN ELECTRICAL PANEL AND FEEDERS ARE DESIGNED BY OTHERS, SITE INSTALLED AND SUBJECT TO LOCAL JURISDICTION APPROVAL.
8. ALL CIRCUITS CROSSING OVER MODULE MATING LINE(S) SHALL BE SITE CONNECTED WITH APPROVED ACCESSIBLE JUNCTION BOXES OR CABLE CONNECTORS.
9. ALL RECEPTACLES INSTALLED IN WET LOCATIONS (EXTERIOR) SHALL BE WEATHER RESISTANT & IN WEATHER PROOF (WP) ENCLOSURES, THE INTEGRITY OF WHICH IS NOT AFFECTED WHEN AN ATTACHMENT PLUG CAP IS INSERTED OR REMOVED.
10. ALL EXTERIOR LIGHTS SHALL BE EQUIPPED WITH PHOTOCELLS FOR AUTOMATIC SHUT–OFF WHEN DAYLIGHT IS AVAILABLE.
11. EMERGENCY LIGHTING SHALL BE CAPABLE OF PROVIDING INITIAL ILLUMINATION THAT IS AT LEAST AN AVERAGE OF 1 FOOT–CANDLE (fc) AND A MINIMUM OF 0.1 fc MEASURED ALONG THE PATH OF EGRESS AT THE FLOOR LEVEL. ILLUMINATION LEVELS SHALL BE PERMITTED TO DECLINE TO 0.6 fc AVERAGE AND A MINIMUM AT ANY POINT OF 0.06 fc AT THE END OF THE EMERGENCY LIGHT TIME DURATION. A MAXIMUM–TO–MINIMUM ILLUMINATION UNIFORMITY RATIO OF 40 TO 1 SHALL NOT BE EXCEEDED. THE EMERGENCY POWER SYSTEM SHALL PROVIDE POWER FOR A DURATION OF NOT LESS THAN 90 MINUTES.
12. INTERIOR LIGHTING SHALL BE CONTROLLED BY OCCUPANT SENSORS THAT TURN OFF THE LIGHTING WITHIN 30 MINUTES OF AN OCCUPANT LEAVING THE SPACE IN ALL OF THE FOLLOWING AREAS:
A. ALL ROOMS IN BUILDINGS THAT EXCEED 5000 SQUARE FEET IN AREA EXCEPT FOR LIGHTING INTENDED FOR 24 HOUR OPERATION, LIGHTING IN SPACES WHERE PATIENT CARE IS RENDERED, AND SPACES WHERE AUTOMATIC SHUT–OFF WOULD ENDANGER THE SAFETY OR SECURITY OF THE ROOM OR BUILDING OCCUPANT(S);
B. THE FOLLOWING ROOMS IN BUILDINGS OF 5000 SQUARE FEET OR LESS IN AREA: CONFERENCE AND MEETING ROOMS, EMPLOYEE LUNCH OR BREAK ROOMS, CLASSROOMS (NOT INCLUDING SHOP CLASSROOMS, LABORATORY CLASSROOMS AND CLASSROOMS FOR PRESCHOOL THROUGH THE 12TH GRADE).
13. WHEN NOT SHOWN ON THE PLANS PROVISIONS FOR EXIT DISCHARGE LIGHTING (INCLUDING EXIT DISCHARGE EMERGENCY LIGHTING) ARE DESIGNED BY OTHERS AND THE RESPONSIBILITY OF THE BUILDING OWNER AND SUBJECT TO LOCAL JURISDICTION APPROVAL.

PLUMBING NOTES:

1. THE USE OF THIS BUILDING WITHOUT THE REQUIRED PLUMBING FACILITIES IS SUBJECT TO THE APPROVAL BY THE AUTHORITY HAVING JURISDICTION.
2. TOILETS SHALL BE ELONGATED WITH NONABSORBENT OPEN FRONT SEATS.
3. RESTROOM WALLS SHALL BE COVERED WITH NONABSORBENT MATERIAL TO A MINIMUM HEIGHT OF 48 INCHES A.F.F. (70 INCHES MINIMUM IN SHOWERS).
4. ALL PLUMBING FIXTURES SHALL HAVE SEPARATE SHUTOFF VALVES.
5. WATER HEATER SHALL HAVE A T & P RELIEF VALVE WITH DRAIN TO EXTERIOR, AND A SHUTOFF VALVE WITHIN 3 FEET ON THE COLD WATER SUPPLY LINE.
6. DWV SYSTEM SHALL BE EITHER ABS OR PVC – DWV.
7. WATER SUPPLY LINES SHALL BE POLYBUTYLENE, CPVC, OR COPPER; WHEN POLYBUTYLENE SUPPLY LINES ARE INSTALLED THE MAXIMUM WATER HEATER TEMPERATURE SETTING IN 180'F. THE POLYBUTYLENE PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS LIMITATIONS AND INSTRUCTIONS.
8. ALL PIPE HANGERS SHALL BE NON–METALLIC OR OF THE SAME METAL AS THE PIPE BEING SUPPORTED. ALL SUPPORTS FOR PLASTIC PIPES SHALL PERMIT FREE MOVEMENT AND/OR THERMAL EXPANSION OF THE PIPE. PIPING SUPPORTS SHALL BE SPACED IN ACCORDANCE WITH THE APPLICABLE PLUMBING CODE AND MANUFACTURER'S INSTALLATION INSTRUCTIONS.
9. WATER CLOSETS ARE TANK TYPE AND URINALS ARE FLUSH TANK TYPE UNLESS OTHERWISE SPECIFIED.
10. BUILDING DRAIN AND CLEANOUTS ARE DESIGNED AND SITE INSTALLED BY OTHERS, SUBJECT TO LOCAL JURISDICTION APPROVAL.
11. BUILDING OWNER ASSUMES ALL RESPONSIBILITY FOR DRINKING WATER FACILITIES AND SERVICE SINK WHEN NOT SHOWN ON FLOOR PLAN. ALL BUILDING OWNER PROVIDED FACILITIES ARE DESIGNED BY OTHERS.
12. THERMAL EXPANSION DEVICE, IF REQUIRED BY WATER HEATED INSTALLED, AND IF NOT SHOWN ON PLUMBING PLAN, IS DESIGNED AND SITE INSTALLED BY OTHERS, SUBJECT TO LOCAL APPROVAL.
13. WHEN RESTROOM FACILITIES AND/OR PLUMBING FIXTURES REQUIRED PER IPC SECTION 403 ARE NOT PROVIDED WITHIN THE BUILDING, A HANDICAPPED ACCESSIBLE FACILITY MUST BE PROVIDED ON SITE WITHIN THE ALLOWABLE DISTANCE PER CODE. THE REQUIRED FACILITY SHALL BE THE RESPONSIBILITY OF THE BUILDING OWNER AND IS SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL JURISDICTION HAVING AUTHORITY. THIS NOTE SHALL BE INDICATED ON THE DATA PLATE.

ACCESSIBILITY NOTES:

1. ACCESS TO BUILDING FOR PERSONS IN WHEELCHAIRS IS DESIGNED BY AND FIELD BUILT BY FABRICON AND SUBJECT TO LOCAL JURISDICTION. THE PRIMARY ENTRANCE AND REQUIRED EXITS MUST BE ACCESSIBLE.
2. THE INTERNATIONAL SYMBOL OF ACCESSIBILITY SIGN SHALL BE DISPLAYED AT ALL ACCESSIBLE RESTROOM FACILITIES AND AT ACCESSIBLE BUILDING ENTRANCES UNLESS ALL ENTRANCES ARE ACCESSIBLE. INACCESSIBLE ENTRANCES SHALL HAVE DIRECTIONAL SIGNS INDICATING THE ROUTE TO THE NEAREST ACCESSIBLE ENTRANCE. AT LEAST 50% OF ALL PUBLIC ENTRANCES MUST BE ACCESSIBLE.
3. ACCESSIBLE DRINKING FOUNTAINS SHALL HAVE A SPOUT HEIGHT NO HIGHER THAN 36 INCHES ABOVE THE FLOOR AND EDGE OF BASIN NO HIGHER THAN 34 INCHES ABOVE THE FLOOR FOR INDIVIDUALS IN WHEELCHAIRS. ADDITIONALLY, DRINKING WATER PROVISIONS SHALL BE MADE FOR INDIVIDUALS WHO HAVE DIFFICULTY IN BENDING WITH SPOUT HEIGHT NO LOWER THAN 38 INCHES AND NO HIGHER THAN 43 INCHES ABOVE THE FLOOR.
4. WHERE STORAGE FACILITIES SUCH AS CABINETS, SHELVES, CLOSETS, AND DRAWERS ARE PROVIDED AT LEASE ONE OF EACH TYPE PROVIDED SHALL CONTAIN STORAGE SPACE COMPLYING WITH THE FOLLOWING: DOORS, ETC.. TO SUCH SPACES SHALL BE ACCESSIBLE (i.e. TOUCH LATCHES, U–SHAPED PULLS); SPACES SHALL BE WITHIN 15 INCHES MINIMUM AND 48 INCHES MAXIMUM OF THE FLOOR FOR FORWARD REACH OR 15 INCHES MINIMUM AND 48 INCHES MAXIMUM OF THE FLOOR FOR SIDE REACH; CLOTHES RODS SHALL BE A MAXIMUM OF 48 INCHES ABOVE THE FLOOR (46 INCHES MAXIMUM WHEN DISTANCE FROM WHEELCHAIR TO ROD EXCEEDS 10 INCHES).
5. CONTROLS, DISPENSERS, RECEPTACLES AND OTHER OPERABLE EQUIPMENT SHALL BE NO HIGHER THAN 44 INCHES ABOVE THE FLOOR FOR FRONT APPROACH OR 48 INCHES ABOVE THE FLOOR FOR SIDE APPROACH. RECEPTACLES ON WALLS SHALL BE MOUNTED NO LESS THAN 15 INCHES ABOVE THE FLOOR. EXCEPTION: HEIGHT LIMITATIONS DO NOT APPLY WHERE THE USE OF SPECIAL EQUIPMENT DICTATES OTHERWISE OR WHERE ELECTRICAL RECEPTACLES ARE NOT NORMALLY INTENDED FOR USE BY BUILDING OCCUPANTS.
6. WHERE EMERGENCY WARNING SYSTEMS ARE PROVIDED, THEY SHALL INCLUDE BOTH AUDIBLE AND VISUAL ALARMS. THE VISUAL ALARMS SHALL BE LOCATED THROUGHOUT, INCLUDING RESTROOMS, AND PLACED 80 INCHES ABOVE THE FLOOR OR 6 INCHES BELOW CEILING, WHICHEVER IS LOWER.
7. DOORS TO ALL ACCESSIBLE SPACES SHALL HAVE ACCESSIBLE HARDWARE (i.e. LEVER–OPERATED, PUSH–TYPE, U–SHAPED) MOUNTED NO HIGHER THAN 48 INCHES ABOVE THE FLOOR.
8. FLOOR SURFACES SHALL BE STABLE, FIRM, AND SLIP–RESISTANT. CHANGES IN LEVEL BETWEEN 0.25 INCH AND 0.5 INCH SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1:2. CHANGES IN LEVEL GREATER THAN 0.5 INCH REQUIRE RAMPS. CARPET PILE THICKNESS SHALL BE 0.5 INCH MAX.GRATINGS IN FLOOR SHALL BE SPACES NO GREATER THAN 0.5 INCH WIDE IN ONE DIRECTION. DOORWAY THRESHOLDS SHALL NOT EXCEED 0.5 INCH IN HEIGHT.
9. ALL DOORS SHALL BE OPENABLE BY A SINGLE EFFORT. THE MAXIMUM FORCE REQUIRED TO OPEN A DOOR SHALL NOT EXCEED 8.5 LBS. FOR EXTERIOR SWINGING DOORS AND 5 LBS. FOR ALL SLIDING, FOLDING, AND INTERIOR SWINGING DOORS.
10. ACCESSIBLE WATER CLOSETS SHALL BE 17 INCHES TO 19 INCHES FROM THE FLOOR TO THE TOP OF THE SEAT. GRAB BARS SHALL BE 36 INCHES LONG MINIMUM WHEN LOCATED BEHIND WATER CLOSET AND 42 INCHES MINIMUM WHEN LOCATED ALONG SIDE OF WATER CLOSET, AND SHALL BE MOUNTED AT 33 INCHES TO 36 INCHES FROM THE FLOOR TO THE CENTERLINE OF THE BAR. SIDE WALL GRAB BARS SHALL BE MOUNTED WITH THE FAR END LOCATED A MAXIMUM OF 12 INCHES FROM THE WALL BEHIND THE WATER CLOSET.
11. ACCESSIBLE LAVATORIES SHALL BE MOUNTED WITH THE RIM NO HIGHER THAN 34 INCHES ABOVE THE FLOOR AND A CLEARANCE OF AT LEAST 29 INCHES ABOVE THE FLOOR TO THE BOTTOM OF THE APRON.
12. ACCESSIBLE SINKS SHALL BE MOUNTED WITH THE RIM NO HIGHER THAN 34 INCHES ABOVE THE FLOOR AND A CLEARANCE OF AT LEAST 27 INCHES HIGH, 30 INCHES WIDE, AND 19 INCHES DEEP UNDERNEATH SINK. THE SINK DEPTH SHALL BE 6.5 INCHES MAXIMUM.
13. HOT WATER AND DRAIN PIPES UNDER ACCESSIBLE LAVATORIES AND SINKS SHALL BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT. INSULATION OR PROTECTION MATERIALS MAY BE SITE INSTALLED. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER ACCESSIBLE LAVATORIES AND SINKS.
14. ACCESSIBLE LAVATORIES AND SINKS SHALL HAVE ACCESSIBLE FAUCETS (i.e. LEVER–OPERATED, PUSH–TYPE, ELECTRONICALLY CONTROLLED).
15. WHERE MIRRORS ARE PROVIDED IN RESTROOMS, AT LEAST ON SHALL BE PROVIDED WITH ITS REFLECTIVE EDGE NO HIGHER THAN 40 INCHES ABOVE THE FLOOR IF ABOVE LAVATORY OR 35" IN OPEN AREA.
16. GRAB BARS REQUIRED FOR ACCESSIBILITY SHALL BE 1.25 INCH TO 1.5 INCHES IN DIAMETER WITH 1.5 INCHES OF CLEAR SPACE BETWEEN THE BAR AND THE WALL.
17. TOILET PAPER DESPENSERS SHALL BE INSTALLED WITHIN REACH AND MOUNTED 15 INCHES MIN. AND 48 INCHES MAX. ABOVE THE FLOOR TO THE CENTERLINE OF THE DESPENSER. DISPENSERS THAT CONTROL DELIVERY, OR THAT DO NOT PERMIT CONTINUOUS FLOW, SHALL NOT BE USED.
18. WATER CLOSET FLUSH CONTROL SHALL BE MOUNTED ON THE WIDE SIDE OF THE TOILET AREA.
19. A TOWEL DISPENSER SHALL BE LOCATED ADJACENT TO ALL ACCESSIBLE LAVATORIES.

DESIGN DATA

2020 FLORIDA BUILING CODE – BUILDING 7TH EDITION
2020 FLORIDA BUILDING CODE – PLUMBING 7TH EDITION
2020 FLORIDA BUILDING CODE – FUEL GAS 7TH EDITION
2020 FLORIDA BUILDING CODE – MECHANICAL 7TH EDITION
2020 FLORIDA BUILDING CODE – ENERGY CONSERVATION 7TH EDITION
2020 FLORIDA FIRE PREVENTION CODE 7TH EDITION
2018 NFPA 1 AND NFPA 101
2020 FLORIDA BUILDING CODE – ACCESSIBILITY 7TH EDITION
2017 NATIONAL ELECTRIC CODE
SECTIONS 453, 458 & 468 FLORIDA BUILDING CODE
RULE 6–2 (STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES)
CONSTRUCTION: TYPE II–B UNSPRINKLED/UNPROTECTED
OCCUPANCY: E – AUXILIARY FACILITY (ADMINISTRATIVE OFFICE)
SQUARE FOOTAGE: 840 SQ. FT.
OCCUPANT LOAD IS (6) BASED UPON 1 OCCUPANT PER 150 SQUARE FOOT OF GROSS AREA

ADDITIONAL 3rd PARTY INFORMATION:

1. BACK UP DOCUMENTS USED IN THE APPROVAL OF THIS DESIGN CAN BE OBTAINED FROM THE THIRD PARTY APPROVAL AGENCY NOTED IN THE APPROVAL OF THIS PLAN.
2. ADDITIONAL SETS OF APPROVED PLANS CAN BE OBTAINED FROM THE DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION (DBPR) BUILDING CODE INFORMATION (BCIS) WEB SITE.
3. THE PLAN TRACKING NUMBER TO ACCESS THESE DOCUMENTS ON THE BCIS WEB SITE CAN BE OBTAINED FROM SOUTHEAST MODULAR

FOUNDATION PLANS:

IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATIONS, THESE BUILDING PLANS DO NOT CONTAIN FOUNDATION SUPPORT AND TIE DOWN SYSTEM DETAILS AND SPECIFICATIONS. THE ENGINEER OF THE BUILDING PLANS SHOULD BE CONTACTED TO OBTAIN APPROPRIATE FOUNDATION PLANS. IF THE FOUNDATION PLANS ARE DESIGNED BY OTHERS THE ENGINEER OF THE BUILDING PLANS SHALL NOT BE HELD RESPONSIBLE OR LIABLE FOR THE FOUNDATION DESIGN AND THE CONSEQUENTIAL PERFORMANCE OF THE SUPERSTRUCTURE'S STRUCTURAL COMPONENTS AND SYSTEMS RELATING THERETO.

CONSTRUCTION SHALL NOT COMMENCE ON THIS BUILDING UNTIL ENGINEERING DRAWINGS FOR THE STEEL BAR JOIST, WHICH ARE SEALED BY A FLORIDA REGISTERED ENGINEER, HAVE BEEN FURNISHED TO, REVIEWED, AND APPROVED BY THE PROJECT ARCHITECT.

"NOTICE"

PLEASE REVIEW PLANS COMPLETELY, ANY COMPONENTS CROSSING MATE LINES WILL BE SITE INSTALLED BY SET UP CREW.

FIRE PLAN REVIEW
Pursuant to FAC 69A-60.006(4)(e)
a plan review of 21003.04
found Items that are indicated to be installed for compliance with the Florida Fire Prevention Code
in the Factory [ ] yes [✓] no
on site by others [✓] yes [ ] no
An inspection pursuant to SS 633.081(1) is required.
Reviewer: Walt Spann, Lic. # 62373
Date: 03/17/2021

CLEMONS, RUTHERFORD & ASSOCIATES, INC.
2027 Thomasville Road, Tallahassee, Florida 32308
p: 850-385-6153 | f: 850-386-8420 | www.craarchitects.com

DBPR PLAN REVIEW

AGENCY PLAN: # 21003.04
CODE VERSION: FBC 2017 6th Edition, SREF
CONSTRUCTION TYPE: IIB OCCUPANCY: E AREA: 840
MANUFACTURER: Southeast Modular Manufacturing, MFT-157
FIRE PROTECTION: Owner provided where required EHPA: NO
OF STORIES: 1 # MODULES: 2 EXT. WALL RATING: 1
WIND VELOCITY: 160 Vult Exposure C HVHZ: NO
FLOOR LOAD: MAX (1000) LIVE (50) DEAD (11.8)
ROOF LOAD: MAX ( ) LIVE (20) DEAD (12)
"R" FLOOR, WALL, ROOF: 30.0, 13.0, 38.0
FLOOD ZONE: Installation must comply with FBC 453.27.5.1
APPROVED DATE: March 17, 2021 REVIEWER: Billy Tyson, SMP-46

This approval IN NO way alleviates the builder from complying with all Applicable Current Codes, which may not be Identified in this Review.

CLEMONS, RUTHERFORD & ASSOC.
DBPR PLAN REVIEW
21003.04 3/17/2021

CRA PROJECT #

R&S TAVARES ASSOCIATES
DESIGN◆CONSULTING◆PROJECT MGT
R&S Tavares Associates, Inc.
11590 W Bernardo Court Suite 100
San Diego, CA 92127
Tel: 858–444–3344
Fax: 858–356–4781
www.rstavares.com
Ralph M. Tavares, PE
Florida License #: 63174
Certificate of Authorization: 26658

RALPH M. TAVARES LICENSED No. PE 63174 STATE OF FLORIDA PROFESSIONAL ENGINEER RST#21036
3/12/2021

Southeast Modular Manufacturing
Corporate Office
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748

DESIGN CODES

2020 FLORIDA BUILING CODE – BUILDING 7TH EDITION
2020 FLORIDA BUILDING CODE PLUMBING 7TH EDITION
2020 FLORIDA BUILDING CODE – MECHANICAL 7TH EDITION
2020 FLORIDA BUILDING CODE – ENERGY CONSERVATION 7TH EDITION
2020 FIRE PREVENTION CODE 7TH EDITION
2018 NFPA 1 AND NFPA 101
2020 FLORIDA BUILDING CODE – ACCESSIBILITY 7TH EDITION
2017 NATION

FRAME	
TYPE	PERIMETER – 11'–8" x 36'–0" (2)
BEAM	10x7.69 I–BEAM
CROSSMEMBERS	SEE JOIST
BRAKE AXLES	6000# 95 1/2" CENTERS W/ 14 PLY TIRES (2 PER FRAME)
TAG AXLES	6000# 95 1/2" CENTERS W/ 14 PLY TIRES (2 PER FRAME)
HITCH	STD DETACHABLE
MISC.	2x4 PT LUMBER AROUND EDGE OF FRAMES

FLOOR	
JOIST	8" STEEL CON 800S200–68 14GA @ 16" O.C. (OR EQUAL)
DECKING	SINGLE LAYER 3/4" T&G CEMDECK (APPLIED DIRECTLY TO FLOOR JOIST) W/ 1/4" TILE BACKER
FLOOR COVERING	BARE FLOORS (SANDED) THROUGHOUT
FLOOR COVERING	ROLL VINYL IN RESTROOMS COVE UP WALL 6"
BOTTOM BOARD	MOBILEFLEX
INSULATION	R–30 UNFACED (2–LAYERS OF R–15)
MISC.	DECKING IS HELD BACK @ MATELINES W/ FILL SHIPPED LOOSE (FLOOR PATCH NOT PROVIDED)

EXTERIOR WALLS	
STUDS	3–5/8 362S162–54 MIL,–50ksi / STEEL–CON–16 GA 10'–9" TO 11'–6" @ 16" O.C./ 12" O.C. FIRST 4'–0" @ CORNERS – PER PRINT
PLATES	3 5/8" 362T125–54/STEEL–CON. 16 GA
WALL COVERING	3/8" VCG OVER 5/8" TYPE "X" RAW GYPSUM
WALL COVERING	FRP (FIBERGLASS REINFORCED PANELS) WALL COVERING OVER 5/8" TYPE "X" RAW GYP IN RESTROOMS
INSULATION	R–13 UNFACED
TRIM	STD VCG & 4" VINYL BASE (FRP TRIM IN RESTROOM) TRIM SHIPPED LOOSE
MISC	1–HR FIRE RATED EXTERIOR WALLS PROVIDED

INTERIOR WALLS	
STUDS	3–5/8" 362S200–43.STEEL–CON 18 GA. @ 16" O.C. 9'–6"
PLATES	3–5/8" 362T125–43/STEEL–CON 18 GA.
WALL COVERING	3/8" VCG OVER 5/8" TYPE "X" RAW GYPSUM
WALL COVERING	FRP (FIBERGLASS REINFORCED PANELS) WALL COVERING OVER 5/8" TYPE "X" RAW GYP IN RESTROOMS
INSULATION	R–13 UNFACED
TRIM	STD VCG & 4" VINYL BASE (FRP TRIM IN RESTROOM) TRIM SHIPPED LOOSE

ROOF	
TYPE	SINGLE SLOPE TO AC END W/ 4" OVERHANG @ ENDWALL
RAFTER	6" STEEL–CON 600S200–54 STEEL 16GA MEMBERS @ 16" O.C. FIRST 4' FROM END WALLS & 24" REMAINDER (50 KSI)
DECKING	1 1/2"x22ga. MARLYN G60 STEEL "B"–DECK or EQUAL
SHEATHING	1 1/2" POLY ISO BOARD OVER STEEL DECK (ENHANCED ATTACHMENT) OVER 1/2" DENSDECKING
MATE BEAM	27"–18" X 36' BAR JOIST (DESIGNED BY OTHER THAN RST) J4B
CEILING	2X2 SUSPENDED @ 8'–10" AFF (GRID STONE IN RESTROOM)
INSULATION	R–38C UNFACED HELD UP BY NETTING
MISC.	3"x3"x3/16" STEEL MATE LINE COLUMNS (SEE PLANS FOR HEIGHTS)
MISC.	CANT STRIPS (3) SIDES OF BUILDING & MATE LINE

PLUMBING	
SUPPLY PIPES	CPVC
WASTE PIPES	PVC SCHEDULE 40 – STUB THRU FLOOR
SINK	(1) 25"x22" S.S. SINK W/ BUBBLER FOUNTAIN (W/ SHUT OFF VALVE)
TOILET	(1) H.C. TANK TYPE
LAVATORY	(1) WALL TYPE w/INSULATED P–TRAP & SELF CLOSING FAUCET
GRAB BARS	36" & 42" S.S. (1 EA.)
ACCESSORIES	(1) S.S. MIRRORS
ACCESSORIES	(1) STD TP HOLDER

ELECTRICAL 120/240 V SGL PHASE	
PANEL	(1) 125 AMP W/ LOCKING COVERS
RACEWAY	MC CABLE
LIGHTS	(7) 2x4 FLAT PANEL LED
LIGHTS	(1) 2x2 FLAT PANEL LED
PORCH LIGHT	(1) RAB EXTERIOR LED VANDAL RESISTANT PORCH LIGHT W/PHOTOCELL (MODEL#ENTRA12NW/PC)
RECEPTS	20 AMP 115V. DUPLEX (PER PRINT) (1) CLOCK (WHITE COVERS)
RECEPTS	(1) STD GFCI & (2) EXTERIOR GFCI W/ LOCKING COVER
T.V. RECEPT	(10) QUAD RECEPTS
SWITCHES	STD TOGGLE & OCCUPANCY SENSORS – PER PRINT
J–BOXES	PER PRINT W/ CONDUIT STUBBED ABOVE T–GRID
EM LIGHT	(1) STD DUAL HEAD W/ BATTERY BACK–UP
EM LIGHT	(1) EXTERIOR REMOTE HEAD
EXIT SIGN	(1) EXIT/EMERGENCY COMBO W/ BATTERY BACK–UP
MISC	EXTERIOR DISCONNECT FOR HVAC UNITS
MISC	(1) 3/4"x24"x30" PAINTED BOARD W/ TUMESCENT PAINT W/ (1) QUAD RECEPT

HVAC	
TYPE	(1) 3.5 TON BARD w/10 KW HEAT STRIP W/ EXTERIOR DISCONNECT
SUPPLY AIR	30x10 & 20x10 GALV
S/A DIFFUSSERS	24x24 W/ FLEX DUCT
R/A GRILLES	(1) 30"x14" FILTERED WALL RETURN GRILLE @ PLENUM
THERMOSTAT	(1) PGM T–STAT
EXHAUST FAN(S)	(1) 110 CFM EXHAUST FAN

MILL	
COUNTER	STAINED WOOD ADA COUNTERTOP W/ APRON
MISC	(4) 5'x12" DEEP WIREMOLD SHELVING

EXTERIORS	
SHEATHING	5/8" TYPE "X" GYPSUM GRADE SHEATHING & 1" POLY ISO SHEATHING W/ 100% HOUSE WRAP UNDER SIDING
SIDING	HARDIE PANEL STUCCO EMBOSSED (HOLD BACK @ FRONT MATELINE ONLY)
TRIM	1x4 HARDIE TRIM
ROOF COVERING	.045 EPDM (WHITE) CLASS A RATING PER ASTM E 108

MISCELLANEOUS	
MISC	(1) FIRE EXTINGUISHER W/ WALL BRACKET

DOOR SCHEDULE

#	SIZE	DESCRIPTION	QTY	HEADER	JACKS	KINGS	COMMENTS
①	36x80	STL 18ga. W/ 8x42 VB – IMPACT	1	STEEL	1	1	PAINTED
	HARDWARE: MARSHALL BEST LOCKSET GRADE 1 W/ IC CORE UNCOMBINATED (FINAL KEYING ON SITE BY CUSTOMER) CR4041 ALUM. CLOSER, S2005 THRESHOLD, S.S. 34" x 10" KICK PLATE PEMKO 2005 CONTINUOUS WEATHERSTRIP, 7 LF .019 ALUM DOOR CAP S.S. STEEL BALL BEARING 4.5"x4.5" HINGES						
②	36x80	S.C. W/ REDIFRAMES	3	STEEL	1	1	PREFINISHED IMPERIAL OAK
	HARDWARE: PASSAGE GRADE 2 LEVER						
③	36x80	S.C. W/ REDIFRAMES	1	STEEL	1	1	PREFINISHED IMPERIAL OAK
	HARDWARE: PRIVACY GRADE 2 LEVER						

WINDOW SCHEDULE

#	SIZE	DESCRIPTION	QTY	HEADER	JACKS	KINGS	COMMENTS
Ⓐ	48x54	V.S. SLIDER/WHITE/CLEAR/INSUL/IMPACT	2	STEEL	1	1	
Ⓑ	48x60	V.S. SLIDER/WHITE/CLEAR/INSUL/IMPACT	1	STEEL	1	1	EGRESS WINDOW
NOTE: PVC VERTICAL BLINDS ALL WINDOWS							

APPROVED PRODUCTS LIST

PRODUCT CATEGORY	SUB CATEGORY	MANUFACTURED	FLORIDA APPROVAL NUMBER
DOORS	SWINGING EXTERIOR DOOR/ASSEMBLIES	FLEMING DOOR PRODUCTS	FL#16356–R3
WINDOWS	SINGLE HUNG	MI WINDOWS & DOORS	FL#17499–R8
ROOFING	SINGLE PLY ROOFING	MULE HIDE PRODUCT CO.	FL#10703–R9
PANEL WALLS	SIDING	JAMES HARDIE	FL#13223.2–R5

CLEMONS, RUTHERFORD & ASSOC.
DBPR PLAN REVIEW
21003.04 3/17/2021

CRA PROJECT #

R&S TAVARES ASSOCIATES
DESIGN◆CONSULTING◆PROJECT MGT
R&S Tavares Associates, Inc.
11590 W Bernardo Court Suite 100
San Diego, CA 92127
Tel: 858–444–3344
Fax: 858–356–4781
www.rstavares.com
Ralph M. Tavares, PE
Florida License #: 63174
Certificate of Authorization: 26658

DESIGN CODES
2020 FLORIDA BUILING CODE – BUILDING 7TH EDITION
2020 FLORIDA BUILDING CODE PLUMBING 7TH EDITION
2020 FLORIDA BUILDING CODE – MECHANICAL 7TH EDITION
2020 FLORIDA BUILDING CODE – ENERGY CONSERVATION 7TH EDITION
2020 FIRE PREVENTION CODE 7TH EDITION
2018 NFPA 1 AND NFPA 101
2020 FLORIDA BUILDING CODE – ACCESSIBILITY 7TH EDITION
2017 NATIONAL ELECTRIC CODE
SECTIONS 453, 458 & 468 FLORIDA BUILDING CODE
RULE 6–2 (STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES)

PROJECT HISTORY
ISSUED 02/24/21
3RD PARTY 03/12/21

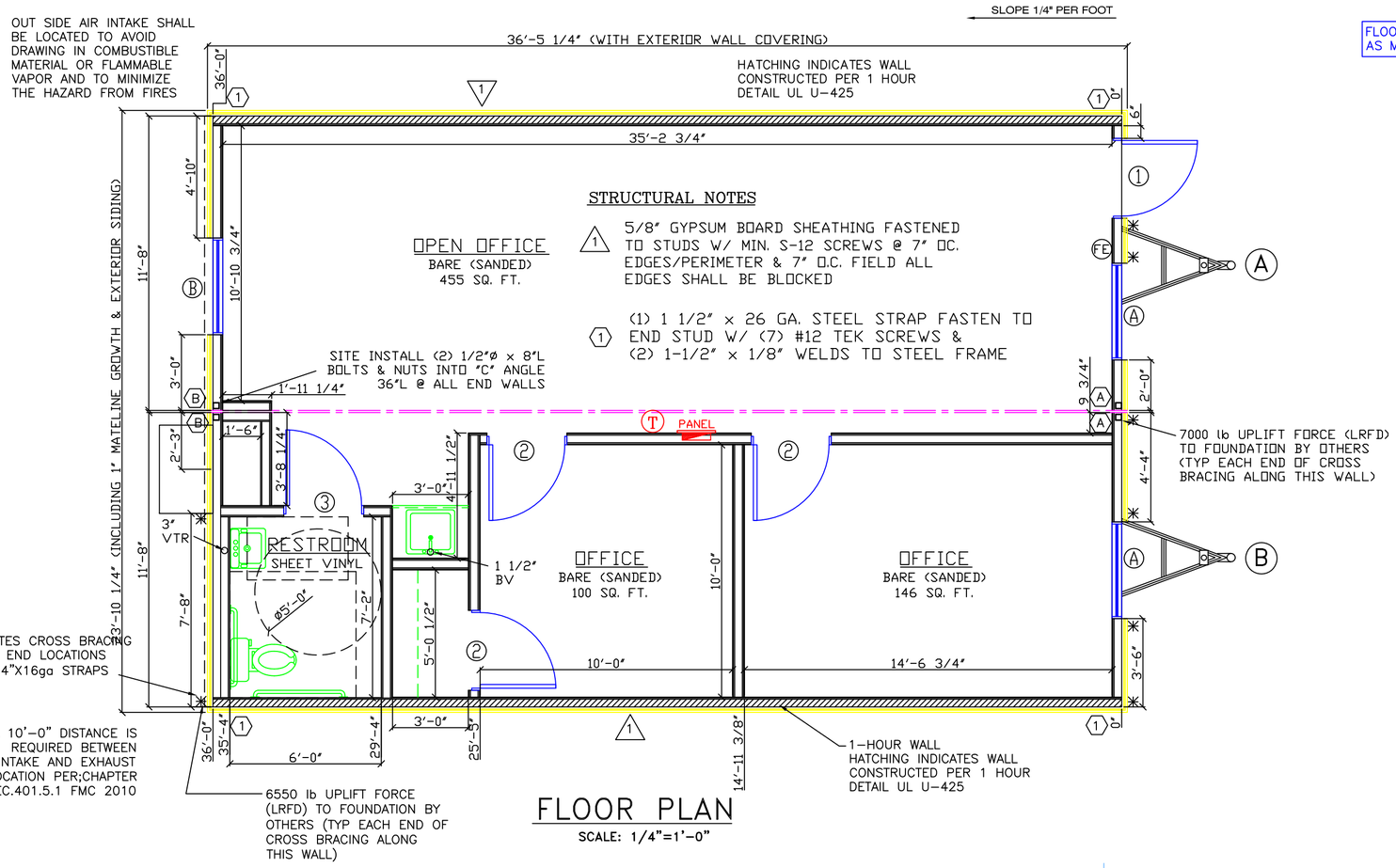
SMART MODULAR SOLUTIONS, LLC.
HENDRY COUNTY OFFICE
SERIAL #SMM–20671 AB
MATERIAL SCHEDULE

RALPH M. TAVARES LICENSED No. PE 63174 STATE OF FLORIDA PROFESSIONAL ENGINEER RST#21036
3/12/2021

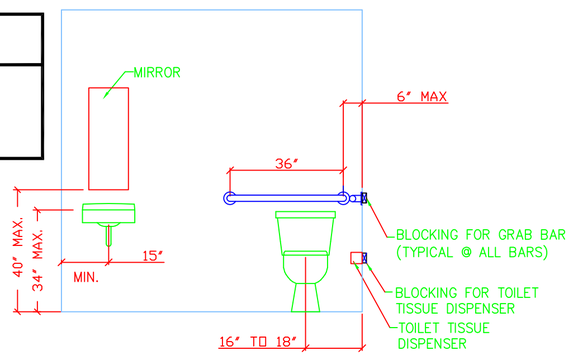
Southeast Modular Manufacturing
Corporate Office
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748

DRAWN BY: DH
CHECKED BY: RT
DATE: 2/24/21
SCALE: 1/4"=1'–0"
CRA #
RST# 21036
SN# SMM–20671 AB

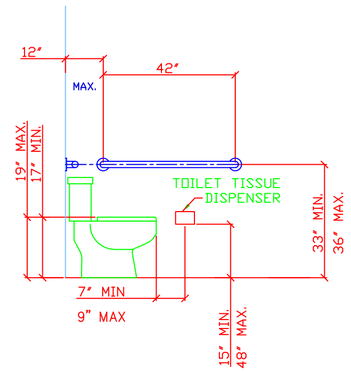
SHEET: 2
OF 12 SHEETS



FRONT ELEVATION (MEN)

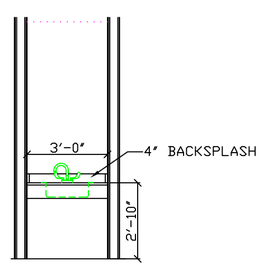


SIDE ELEVATION (TOILET)



CABINET ELEVATION

SCALE: 1/4"=1'-0"



COLUMN SCHEDULE

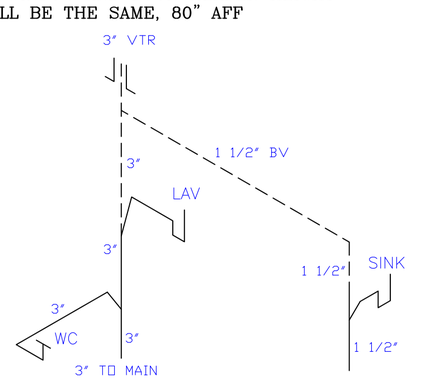
A	3" x 3" x 3/16" x 11'-2" STEEL TUBE
B	3" x 3" x 3/16" x 10'-5" STEEL TUBE

WATER SUPPLY AT TOILET ROOM LAVATORIES SHALL BE CONTROLLED BY DELAYED CLOSING VALVES

HAND WASHING FACILITIES SHALL BE PROVIDED WITH TEMPERED WATER. TEMPERED WATER SHALL BE PROVIDED THROUGH A TEPERATURE LIMITING DEVICE CONFORMING TO ASSE 1070 OR CSA B125.3

NOTE: WINDOW COVERINGS/SHUTTERS ARE TO BE INSTALLED PER FBC 2413

NOTE:
ALL WINDOW AND DOOR HEADER HEIGHT SHALL BE THE SAME, 80" AFF



WASTE RISER
SCALE: N.T.S.

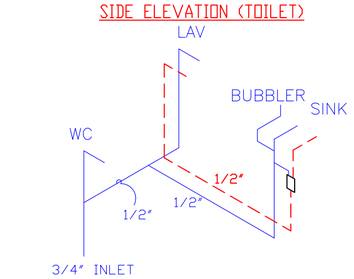
DRAIN FIXTURES VALUES AS LOAD FACTORS:
(1) LAVATORIES @ 1 UNIT EA. = 1
(1) WATER CLOSETS @ 4 UNITS EA. = 4
(1) BUBBLER OR SINK @ 1 UNITS EA. = 1
TOTAL OF 6 UNITS

PLUMBING FIXTURES

LAV –BRIGGS WHITMAN 6619 WALL HUNG
TOILET – ABINGDON 4878-4440 ADA HANDICAP
RESTROOM FAUCET BY: ZURN 86100

ALL PLUMBING FIXTURES MAY BE REPLACED BY AN EQUAL PRODUCT OR BETTER.

WHERE WATER PRESSURE WITHIN A BUILDING EXCEEDS 80 PSI., AN APPROVED WATER PRESSURE REDUCING VALVE CONFORMING TO ASSE 1003 WITH STRAINER SHALL BE INSTALLED. F.P.C. PLUMBING 604.8
NEW POTABLE WATER SYSTEMS SHALL BE PURGED OF DELETERIOUS MATERIALS AND BE DISINFECTED PRIOR TO UTILIZATION. F.P.C. PLUMBING 610.

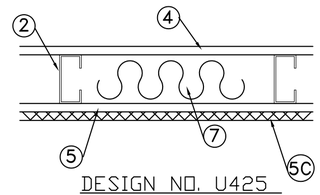


TEMPERED
COLD

ALL SUPPLY LINES SHALL BE 3/4" AND ALL STUB-UPS SHALL BE 1/2" UNLESS OTHERWISE SPECIFIED. SUPPLY LINE SIZING IS BASED ON AN ASSUMED AVAILABLE PRESSURE OF 46 TO 60 PSI AT MAIN INLET AND SHOULD BE VERIFIED PRIOR TO CONSTURCTION.

SUPPLY RISER
SCALE: N.T.S.

FLOOR PLAN CAN BE USED AS MIRRORED IMAGE.



DESIGN NO. U425
1-HOUR RATED EXTERIOR WALL

Design No. U425

Bearing Wall Rating —45 Min, 1, 1-1/2 or 2 HR.
(See Items 2 and 4)

1. Steel Floor and Ceiling Tracks —(Not Shown) —Top and bottom tracks of wall assemblies shall consist of steel members, min No. 20 MSG (0.0329 in., min bare metal thickness) steel or min No. 20 GSG (0.036 in. thick) galv steel or No. 20 MSG (0.033 in. thick) primed steel, that provide a sound structural connection between steel studs, and to adjacent assemblies such as a floor, ceiling, and/or other walls. Attached to floor and ceiling assemblies with steel fasteners spaced not greater than 24 in. O.C.

2. Steel Studs —Corrosion protected steel studs, min No. 20 MSG (0.0329 in., min bare metal thickness) steel or min 3- 1/2 in. wide, min No. 20 GSG (0.036 in. thick) galv steel or No. 20 MSG (0.033 in. thick) primed steel, cold formed, shall be designed in accordance with the current edition of the Specification for the Design of Cold-Formed Steel Structural Members by the American Iron and Steel Institute. All design details enhancing the structural integrity of the wall assembly, including the axial design load of the studs, shall be as specified by the steel stud designer and/or producer, and shall meet the requirements of all applicable local code agencies. The max stud spacing of wall assemblies shall not exceed 24 in. OC (or 16 in. OC when Item 5b is used). Studs attached to floor and ceiling tracks with 1/2 in. long Type S-12 steel screws on both sides of studs or by welded or bolted connections designed in accordance with the AISI specifications.

3. Lateral Support Members —(Not shown) —Where required for lateral support of studs, support may be provided by means of steel straps, channels or other similar means as specified in the design of a particular steel stud wall system.

4. Gypsum Board* —Gypsum board bearing the UL Classification Marking as to Fire Resistance. Applied vertically with joints between layers staggered. Outer layer of 3 layer construction may be applied horizontally unless specified below. The thickness and number of layers and percent of design load for the 45 min, 1 hr, 1-1/2 hr and 2 hr ratings are as follows:
Interior Walls

Rating Wallboard Protection
Both Sides of Wall -No. of Layers & Thkns of Board In. Each Layers

Design Load
1 hr *1 layer, 5/8 in. thick 100

*Ratings applicable to assemblies serving as exterior walls where Classified fire resistive gypsum sheathing type wallboard is substituted on the exterior face.

See Gypsum Board (CKNX) Category —for names of Classified Companies of 1/2 in. or 5/8 in. thick wallboard. See below for

5. Gypsum Sheathing —For exterior walls, 1/2 or 5/8 in. thick Classified or unclassified exterior gypsum sheathing applied vertically and attached to studs and runner tracks with 1 in. long Type S-12 bugle head screws spaced 12 in. OC. along studs and tracks. One of the following exterior facings are to be applied over the gypsum sheathing.

C. Fiber-Cement Siding —Fiber-cement exterior sidings including smooth and patterned panel or lap siding.

6. Fasteners —(Not Shown) —Screws used to attach wallboard to studs: self-tapping bugle head sheet steel type, spaced 12 in. O.C. First layer Type S-12 by 1 in. long for 1/2 and 5/8 in. thick wallboards and 1-1/4 in. long for 3/4 in. thick wallboard. Second layer Type S-12 by 1-5/8 in. long for 1/2 and 5/8 in. thick wallboards and 2-1/4 in. long for 3/4 in. thick wallboard. Third layer Type S-12 by 1-7/8 in. long.

7. Batts and Blankets* —Placed in stud cavities of all exterior walls. May or may not be used in interior walls. Any glass fiber or mineral wool batt material bearing the UL Classification Marking as to Fire Resistance, of a thickness to completely fill stud cavity.
See Batts and Blankets (BZJZ) Category for names of Classified Companies.

8. Joint Tape and Compound —(Not Shown) —Vinyl or casein, dry or premixed joint compound applied in two coats to joints and screw heads of outer layer. Perforated paper tape, 2 in. wide, embedded in first layer of compound over all joints of outer layer.

CLEMONS, RUTHERFORD & ASSOC.
DBPR PLAN REVIEW
21003.04 3/17/2021

CRA PROJECT #

R&S TAVARES ASSOCIATES
DESIGN◆CONSULTING◆PROJECT MGT
R&S Tavares Associates, Inc.
11590 W Bernardo Court Suite 100
San Diego, CA 92127
Tel: 858-444-3344
Fax: 858-356-4781
www.rstavares.com
Ralph M. Tavares, PE
Florida License #: 63174
Certificate of Authorization: 26658

DESIGN CODES

2020 FLORIDA BUILING CODE – BUILDING 7TH EDITION
2020 FLORIDA BUILDING CODE PLUMBING 7TH EDITION
2020 FLORIDA BUILDING CODE – MECHANICAL 7TH EDITION
2020 FLORIDA BUILDING CODE – ENERGY CONSERVATION 7TH EDITION
2020 FIRE PREVENTION CODE 7TH EDITION
2018 NFPA 1 AND NFPA 101
2020 FLORIDA BUILDING CODE – ACCESSIBILITY 7TH EDITION
2017 NATIONAL ELECTRIC CODE
SECTIONS 453, 458 & 468 FLORIDA BUILDING CODE
RULE 6-2 (STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES)

PROJECT HISTORY
ISSUED 02/24/21
3RD PARTY 03/12/21

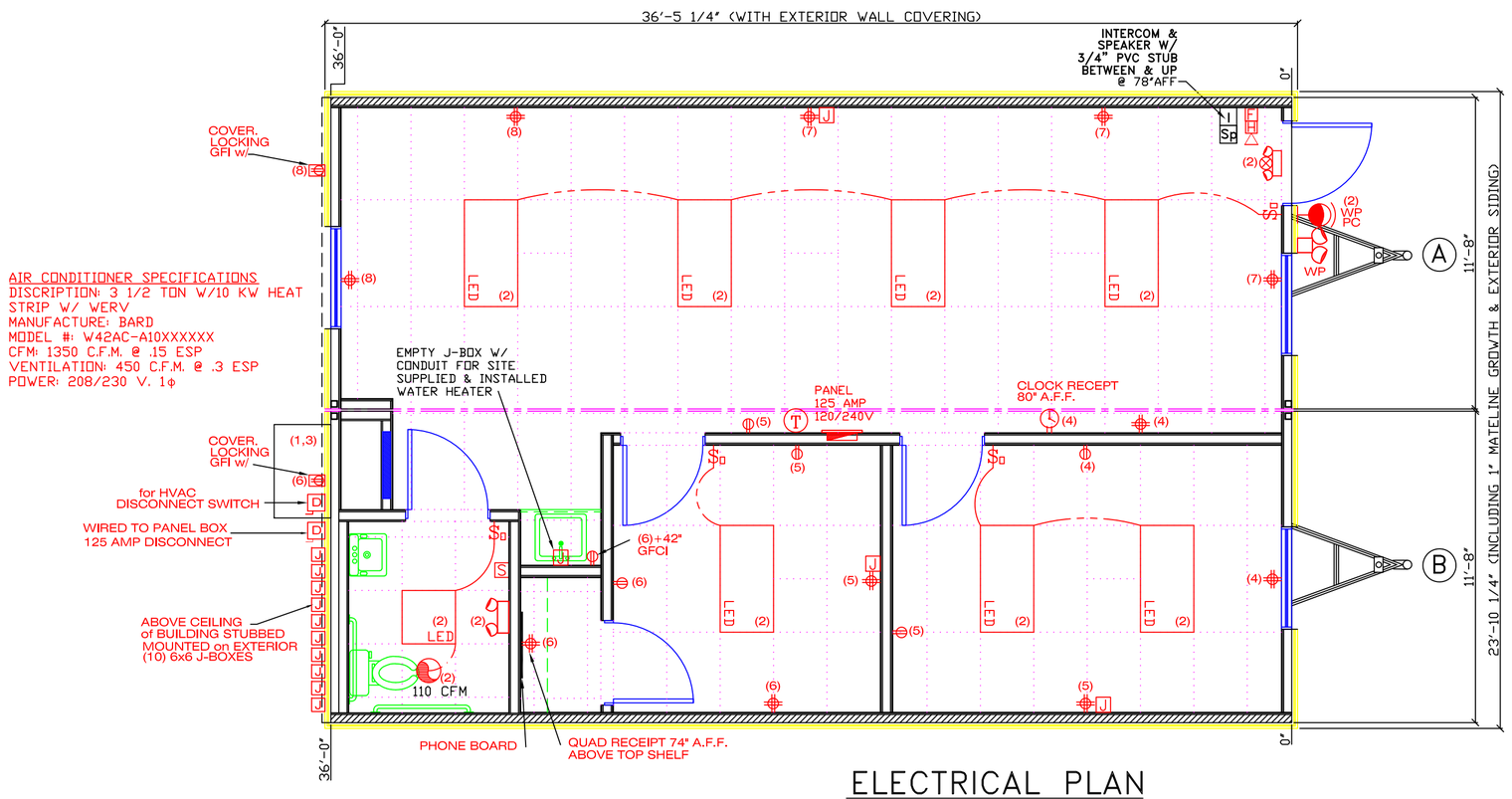
SMART MODULAR SOLUTIONS, LLC.
HENDRY COUNTY OFFICE
SERIAL #SMM-20671 AB
FLOOR PLAN

RALPH M. TAVARES LICENSE No. PE 63174 STATE OF FLORIDA PROFESSIONAL ENGINEER RST#21036
3/12/2021

Southeast Modular Manufacturing Corporate Office
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748

DRAWN BY: DH
CHECKED BY: RT
DATE: 2/24/21
SCALE: 1/4"=1'-0"
CRA #
RST# 21036
SN# SMM-20671 AB

SHEET: 3
OF 12 SHEETS



ELECTRICAL PLAN

SCALE: 1/4"=1'-0"

PANEL A/B		
ELECTRICAL PANEL SIZING:		
DESCRIPTION 120/240 V. 1-PHASE		125 AMP
GENERAL LIGHTING .0030 KW/SF x	840 SF x 1.25	= 3.15
31 RECEPTS AT 180VA/1000		= 5.58
H.V.A.C.		= 10.9
1 FAN AT .18 x 1.25		= 0.23
0 6.5 KW EEMAX INSTA HOT WH		= 0
TOTAL 20.48		
TOTAL/240 x 1000 = 85.3 AMPS		
INSTALL 125 AMP PANEL		
120/240 V 1-Ø		

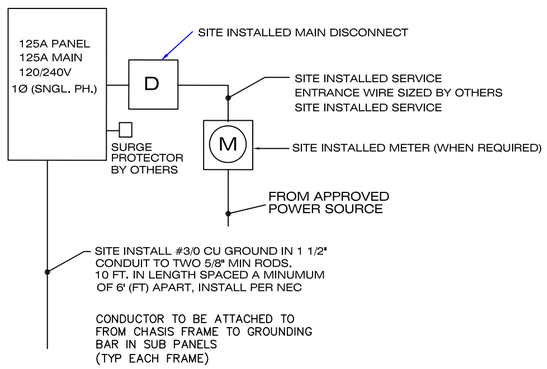
ELECTRICAL SCHEDULE UNIT A/B			
CIRCUIT	NOMENCLATURE	BREAKER (AMPS)	WIRE (CU)
1,3	H.V.A.C.	60AMP (2P) 6-2 w/#8 gnd	
2	LIGHTS/FANS	20A	12-2 MC
4,5,6,7,8	RECEPTS	20A	12-2 MC
#,#	WATER HEATER	30A (2P)	10-3 MC
10,12	SPARE	20A	12-2 MC

SYMBOLS LEGEND

- ELECTRICAL PANEL 48" A.F.F.
- 2x4 LED FLAT PANEL
- 2x2 LED FLAT PANEL
- PORCH LIGHT w/PHOTO CELL
- EXIT/EMERGENCY COMBO W/ BATTERY BACK-UP
- EMERGENCY LIGHT W/ BATTERY BACK-UP
- EXTERIOR DUAL REMOTE HEAD LIGHT WIRE TO INT. EMERGENCY LIGHT BATTERY @ 84" A.F.F.
- EXHAUST FAN CFM NOTED
- THERMOSTAT-PROGRAMMABLE 54" A.F.F.
- DUPLEX RECEPTACLE 120 V. 18" A.F.F. OR AS NOTED
- QUADPLEX RECEPTACLE 120 V. 18" A.F.F. OR AS NOTED
- DUPLEX EXTERIOR GFCI RECEPT @ 18" A.F.F. W/LOCKING COVER (WEATHER PROOF & WEATHER RESISTANT)
- DISCONNECT FOR A/C UNIT
- CLOCK RECEPTACLE @ 80" A.F.F. 120V
- OCCUPANCY SENSOR SWITCH @ 48" A.F.F.
- JUNCTION BOX 16" A.F.F. OR AS NOTED
- 2x4 J-BOX @ 48"A.F.F. TO CENTER FOR PULL STATION
- 2x4 J-BOX @ 80"A.F.F. TO BOTTOM FOR HORN/STROBE LENS
- 2x4 J-BOX @ 80"A.F.F. TO BOTTOM FOR STROBE LENS

NOTE:
THE MANUFACTURE'S NAME, TRADEMARK, or OTHER DESCRIPTIVE MARKINGS SHALL BE PLACED ON ALL ELECTRICAL EQUIPMENT. THE MARKINGS SHALL BE OF SUFFICENT DURABILITY TO WITHSTAND THE ENVIOREMENT INVOLVED. EQUIPMENT RATINGS SHALL BE MARKED ON THE EQUIPMENT AND THAT SUCH MARKINGS BE LOCATED SO AS TO BE VISIBLE OR EASILY ACCESSIBLE DURING OR AFTER INSTALLATION.

NOTE:
WHEN EQUIPMENT of 600 VOLTS OR LESS IS EVALUATED RELATIVE TO THE APPROPRIATE TEMPERATURE CHARACTERISTICS OF THE TEMINATIONS, CONDUCTORS SIZED ACCORDING TO TABLE 310.16 OF THE NEC ARE REQUIRED TO BE USED.



ELECTRICAL RISER DIAGRAM

NOTE:

CUSTOMER TO PROVIDE SURGE PROTECTION ON DATA, INTERCOM AND FIRE ALARM CIRCUITS
BUILDINGS WITHIN 60 FEET OF EACH OTHER SHALL HAVE A COMMON FIRE ALARM SYSTEM
LIGHTING AND POWER PANELS SHALL BE PROVIDED A MINIMUM OF 20 PERCENT SPARE BREAKERS AND A MINIMUM OF 10 PERCENT SPARE CAPACITY IN ALL MAIN PANELS
ALL FACILITIES IN HIGH LIGHTNING RISK AREAS SHALL BE EVALUATED USING THE RICK ASSESSMENT GUIDE IN NFPA 780 AND OTHER STANDARDS WHICH ADDRESS LIGHTNING PROTECTION AND SHALL BE PROTECTED ACCORDINGLY F.B.C.423.17.7

SPECIAL NOTE

J-BOX CONDUIT SHALL BE STUBBED UP TO ABOVE T-GRID
ELECTRICAL PANEL TO BE STUBBED THRU FLOOR
J-BOXES FOR ALARM SYSTEM SHALL STUBBED UP TO ABOVE T-GRID
J-BOXES MUST CONTAIN WIRING AND COMPUTER TECHNOLOGY SUITABLE FOR THE PROGRAM TO BE HOUSED

ALL DEVICES, WIRING AND CONTROL SYSTEMS FOR COMMUNICATIONS SYSTEMS SHALL BE PROVIDED ON SITE BY OTHERS.

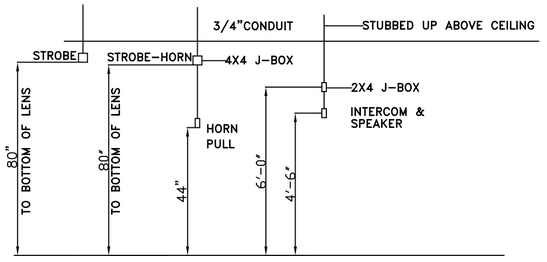
ALL FIRE ALARM DEVICES, WIRING, CONTROL SYSTEMS, AND BACK UP POWER SHALL BE PROVIDED ON SITE BY OTHERS.

MOUNTING HEIGHTS

WALL LIGHT SWITCH -44" A.F.F.
RECEPTACLE - 18" A.F.F. OR NOTED
J-BOXES - 18" A.F.F. OR NOTED
PORCH LIGHT - 80" A.F.F.

ALARM STOBE TO BOTTOM OF LENS - 80" A.F.F.
ALARM PULL - 44" A.F.F.
ALARM HORN - 80" A.F.F.
THERMOSTAT - 44" A.F.F.

DEVICES WIRED & INSTALLED BY OTHERS (SUPPLIED BY OTHERS)



DESIGN CODES

2020 FLORIDA BUILING CODE - BUILDING 7TH EDITION
2020 FLORIDA BUILDING CODE PLUMBING 7TH EDITION
2020 FLORIDA BUILDING CODE - MECHANICAL 7TH EDITION
2020 FLORIDA BUILDING CODE - ENERGY CONSERVATION 7TH EDITION
2020 FIRE PREVENTION CODE 7TH EDITION
2018 NFPA 1 AND NFPA 101
2020 FLORIDA BUILDING CODE - ACCESSIBILITY 7TH EDITION
2017 NATIONAL ELECTRIC CODE
SECTIONS 453, 458 & 468 FLORIDA BUILDING CODE
RULE 6-2 (STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES)

CLEMONS, RUTHERFORD & ASSOC.
DBPR PLAN REVIEW
21003.04 3/17/2021

CRA PROJECT #

R&S TAVARES ASSOCIATES
DESIGN◆CONSULTING◆PROJECT MGT
R&S Tavares Associates, Inc.
11590 W Bernardo Court Suite 100
San Diego, CA 92127
Tel: 858-444-3344
Fax: 858-356-4781
www.rstavares.com
Ralph M. Tavares, PE
Florida License #: 63174
Certificate of Authorization: 26658

PROJECT HISTORY
ISSUED 02/24/21
3RD PARTY 03/12/21

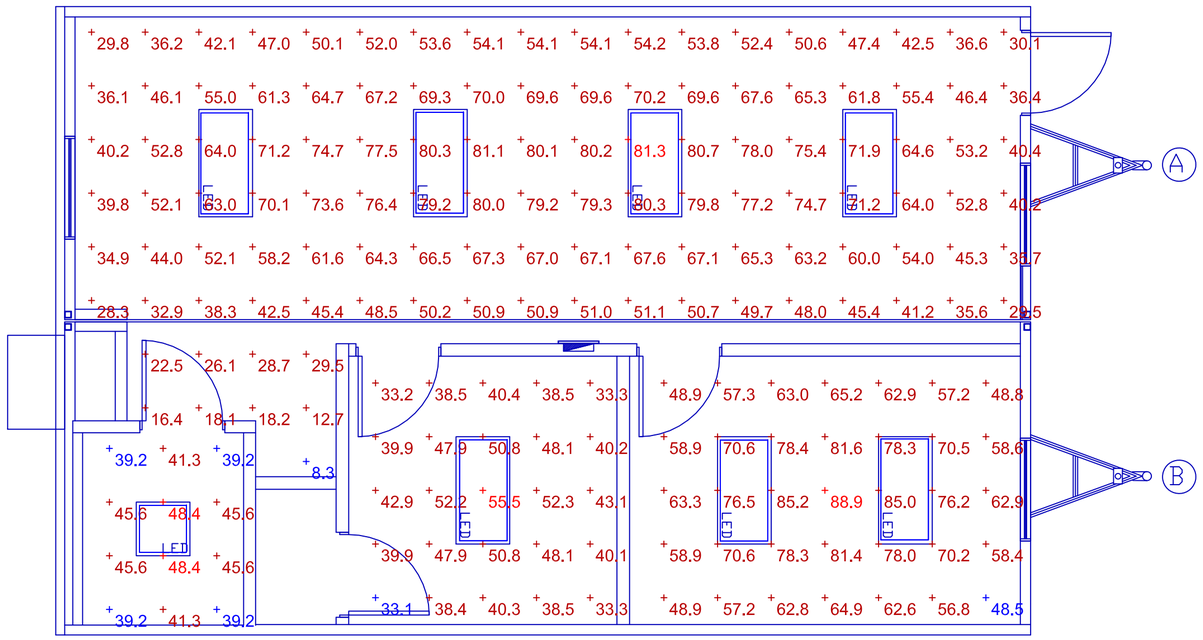
SMART MODULAR SOLUTIONS, LLC.
HENDRY COUNTY OFFICE
SERIAL #SMM-20671 AB
ELECTRICAL PLAN

RALPH M. TAVARES LICENSE No. PE 63174 STATE OF FLORIDA PROFESSIONAL ENGINEER RST#21036
3/12/2021

Southeast Modular Manufacturing Corporate Office
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748

DRAWN BY:	DH
CHECKED BY:	RT
DATE:	2/24/21
SCALE:	1/4"=1'-0"
CRA #	
RST#	21036
SN#	SMM-20671 AB

SHEET: 4
OF 12 SHEETS



LUMINARY PLAN

STATISTICS

Description	Symbol	Avg	Max	Min
OFFICE 1	+	66.7 fc	88.9 fc	48.5 fc
OFFICE 2	+	42.7 fc	55.5 fc	33.1 fc
OPEN OFFICE	+	54.8 fc	81.3 fc	8.3 fc
RESTROOM	+	43.2 fc	48.4 fc	39.2 fc

LUMINAIRE SCHEDULE

Symbol	Label	Qty	Description	Lumens	LLF	Watts
	A	1	2 X 2, FLAT PANEL LED TROFFER.	3960	1.00	36
	B	7	2 X 4, FLAT PANEL LED TROFFER.	4950	1.00	45

CLEMONS, RUTHERFORD & ASSOC.

DBPR PLAN REVIEW
21003.04 3/17/2021

CRA PROJECT #

R&S TAVARES ASSOCIATES
DESIGN◆CONSULTING◆PROJECT MGT
R&S Tavares Associates, Inc.
11590 W Bernardo Court Suite 100
San Diego, CA 92127
Tel: 858-444-3344
Fax: 858-356-4781
www.rstavares.com
Ralph M. Tavares, PE
Florida License #: 63174
Certificate of Authorization: 26658

DESIGN CODES

2020 FLORIDA BUILING CODE – BUILDING 7TH EDITION
2020 FLORIDA BUILDING CODE PLUMBING 7TH EDITION
2020 FLORIDA BUILDING CODE – MECHANICAL 7TH EDITION
2020 FLORIDA BUILDING CODE – ENERGY CONSERVATION 7TH EDITION
2020 FIRE PREVENTION CODE 7TH EDITION
2018 NFPA 1 AND NFPA 101
2020 FLORIDA BUILDING CODE – ACCESSIBILITY 7TH EDITION
2017 NATIONAL ELECTRIC CODE
SECTIONS 453, 458 & 468 FLORIDA BUILDING CODE
RULE 6-2 (STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES)

PROJECT HISTORY
ISSUED 02/24/21
3RD PARTY 03/12/21

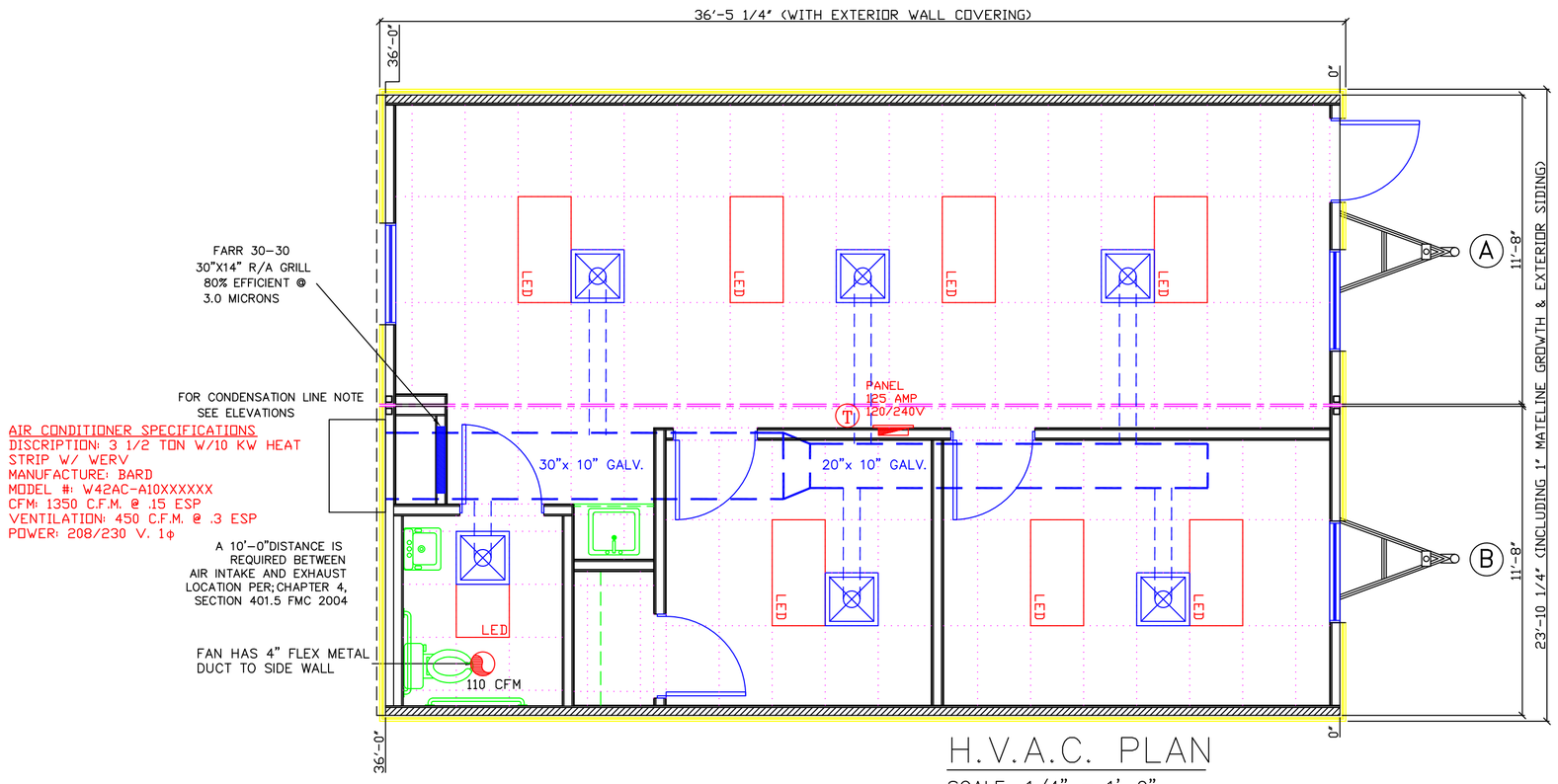
SMART MODULAR SOLUTIONS, LLC.
HENDRY COUNTY OFFICE
SERIAL #SMM-20671 AB
LUMINARY PLAN

RALPH M. TAVARES LICENSE No. PE 63174 STATE OF FLORIDA PROFESSIONAL ENGINEER RST#21036
3/12/2021

Southeast Modular Manufacturing
Corporate Office
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748

DRAWN BY: DH
CHECKED BY: RT
DATE: 2/24/21
SCALE: 1/4"=1'-0"
CRA #
RST# 21036
SN# SMM-20671 AB

SHEET: 5
OF 12 SHEETS



H.V.A.C. PLAN

SCALE: 1/4" = 1'-0"

DESIGN CONDITIONS – FL.

		OUTDOOR	INDOOR
SUMMER	DB/WB	91°/80°	76°
WINTER	DB	39°	72°
RELATIVE HUMIDITY			50%

BATHROOM FAN SCHEDULE		
MANUF.	CFM	DUCT NOTES
BROAN	110	VENT TO OUTSIDE VIA 4" FLEX DUCT

VENTILATION REQUIREMENTS:

AREA RATE = 840 @ .12 CFM = 101 CFM

TOTAL CM REQUIRED = 101 CFM

450 CFM OF OUTSIDE AIR/VENTILATION PROVIDED THROUGH WERV

PROVIDE CONSTANT VENTILATION
DURING OCCUPIED TIMES

UNIT SCHEDULE

MANF.	MANF.#	CFM	O.A. CFM
BARD	W42AC-A10XXXXXX	1350 @ .15ESP	450 CFM

NOTES: #1 PROVIDE AUTO CHANGEOVER 7 DAY PROGRAMMABLE T-STAT W/ VENTILATION CONTACTS. VENTILATION NOT TO BE RUN DURING UNOCCUPIED TIMES. T-STAT MUST HAVE PRE CONDITIONING FEATURE. PROVIDE HUMIDISTAT TO ENERGIZE HOT-GAS & RE-HEAT COIL IN A/C FOR DE HUMIDIFICATION. LOCKING COVER FOR CONTROLS REQUIRED.

#2 UNIT PROVIDED WITH ENERGY RECOVERY VENTILATOR PROVIDING 450 CFM OF FRESH AIR DURING OCCUPIED TIMES

#3 HOT GAS REHEAT PROVIDED IN UNIT FOR HUMIDITY CONTROLDURING OFF-PEAK & HIGH HUMIDITY TIMES OF VENTILATION.

Structural Calculations-HVAC Wall Mounted Unit

Gravity Forces
3 1/2 Ton Unit W42A
Unit Weight= 500 Lbs.

				Width	Height
Width=	42	Inches	Supply Air Opening	29 7/8	x 9 7/8
Depth=	25 1/2	Inches	Return Air Opening	29 7/8	x 15 7/8
Height=	84 7/8	Inches			
# of Lag Screws=	6	on Left and Right Side Wall Mounting Brackets			
# of Lag Screws=	3	on Bottom Installation Bracket			
Bracket Width=	43 7/8	Inches Out to Out			
Screw Centerline=	43	Inches			

Lag Screws 3/8 Inch Lag Screws In SYP #2 Dead Wood
F cll= 6,150 PSI
Fc perpend= 4,200 psi
Withdrawl= 352 Lbs. per Inch of Penetration
Shear= 400 Lbs. For 10 to 12 Gauge Steel Brackets

Distribute Unit Dead Load over Side Wall Bracket Lag Screws
Unit Weight= 500 Lbs.
No. of Lags= 12
Shear= 42 Lbs. Per Lag < 400 Lbs. / Lag Allowable OK

Wind Load Forces
For 124 MPH Exposure "C" (NOMINAL SPEED) w= 1.15 SREF
Wall Component and Cladding for 10 SF
Zone 4 & 5= 40.5 PSF
Zone 4 = -36.36 PSF Withdrawl Area of HVAC Face= 26 SF
Zone 5 = -44.88 PSF SHEAR Area of HVAC Side= 14 SF

Force = Area x Wind Pressure		No. of Lags			
Zone 4 & 5=	1,038 Lbs.	12	=	87 Lbs . / Lag < Allowable	
Zone 4=	1,126 Lbs.	12	=	-94 Lbs. / Lag < Allowable	
Zone 5=	-745 Lbs.	12	=	-64 Lbs. / Lag < Allowable	OK

Provide:
2 Steel Wall Studs on Each Side of HVAC Opening
SYP #2 Dead Wood in Wall
3/8 inch Lag Screws - Minimum 1 inch of Penetration into Dead Wood
6 Lag Screws on each side of wall Mounting Bracket

SYMBOLS LEGEND

- ELECTRICAL PANEL 48" A.F.F.
- 2x4 LED FLAT PANEL
- 2x2 LED FLAT PANEL
- SUPPLY AIR REGISTER
- EXHAUST FAN CFM NOTED
- THERMOSTAT-PROGRAMMABLE 54" A.F.F.

MECHANICAL NOTES:

1. H.V.A.C. EQUIPMENT SHALL BE U.L. LISTED. CONDENSATION PIPE FROM HVAC UNIT TO GRADE SHALL BE SITE INSTALLED. TIME SWITCH, PROGRAMMABLE TIME CLOCK, OR EQUAL SHALL BE INSTALLED ON HVAC FOR ENERGY CONSERVATION. HVAC UNIT SHALL HAVE A MINIMUM SEER RATING OF 9.7 (SGL. PACKAGE).
2. INTERIOR DOORS SHALL BE UNDERCUT 1.5 INCHES ABOVE FINISHED FLOOR FOR RETURN AIR .
3. HVAC UNITS SHALL HAVE FRESH AIR INTAKE CAPABLE OF PROVIDING .12 CFM PER SQ FT OF FLOOR AREA.
4. HVAC UNIT BLOWERS SHALL OPERATE CONTINUOUSLY DURING HOURS OF OCCUPANCY.
5. INSULATED DUCTS FOR CONDITIONED AIR SHALL HAVE A VAPOR BARRIER ON THE WARM SIDE OF THE DUCT.
6. OUTSIDE AND INSIDE WET AND DRY BULB DESIGN MUST COMPLY WITH WEATHER CONDITIONS

CLEMONS, RUTHERFORD & ASSOC.
DBPR PLAN REVIEW
21003.04 3/17/2021

CRA PROJECT #

R&S TAVARES ASSOCIATES
DESIGN◆CONSULTING◆PROJECT MGT
R&S Tavares Associates, Inc.
11590 W Bernardo Court Suite 100
San Diego, CA 92127
Tel: 858-444-3344
Fax: 858-356-4781
www.rstavares.com
Ralph M. Tavares, PE
Florida License #: 63174
Certificate of Authorization: 26658

DESIGN CODES
2020 FLORIDA BUILING CODE – BUILDING 7TH EDITION
2020 FLORIDA BUILDING CODE PLUMBING 7TH EDITION
2020 FLORIDA BUILDING CODE – MECHANICAL 7TH EDITION
2020 FLORIDA BUILDING CODE – ENERGY CONSERVATION 7TH EDITION
2020 FIRE PREVENTION CODE 7TH EDITION
2018 NFPA 1 AND NFPA 101
2020 FLORIDA BUILDING CODE – ACCESSIBILITY 7TH EDITION
2017 NATIONAL ELECTRIC CODE
SECTIONS 453, 458 & 468 FLORIDA BUILDING CODE
RULE 6-2 (STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES)

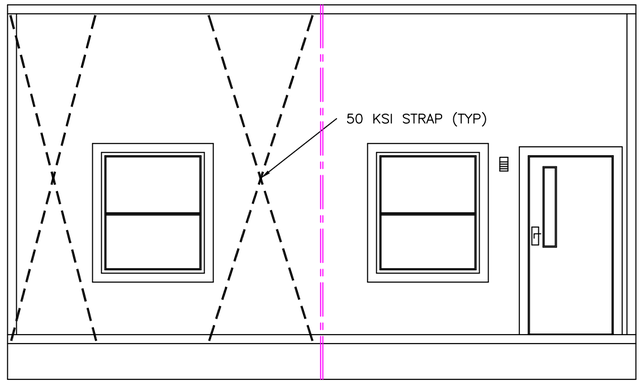
PROJECT HISTORY
ISSUED 02/24/21
3RD PARTY 03/12/21

SMART MODULAR SOLUTIONS, LLC.
HENDRY COUNTY OFFICE
SERIAL #SMM-20671 AB
HVAC PLAN

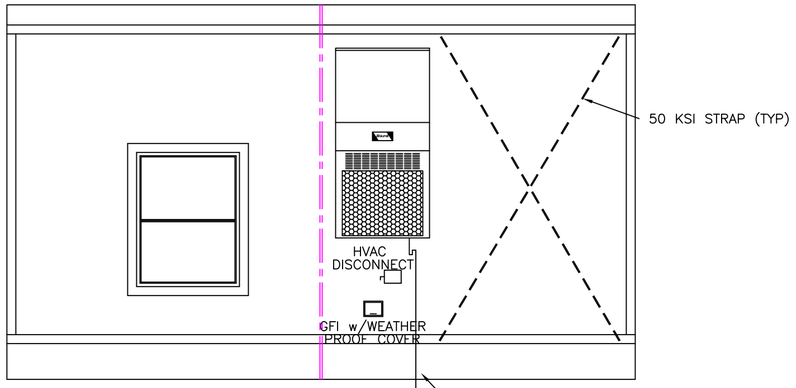
RALPH M. TAVARES LICENSE No. PE 63174 STATE OF FLORIDA PROFESSIONAL ENGINEER RST#21036
3/12/2021

Southeast Modular Manufacturing Corporate Office
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748

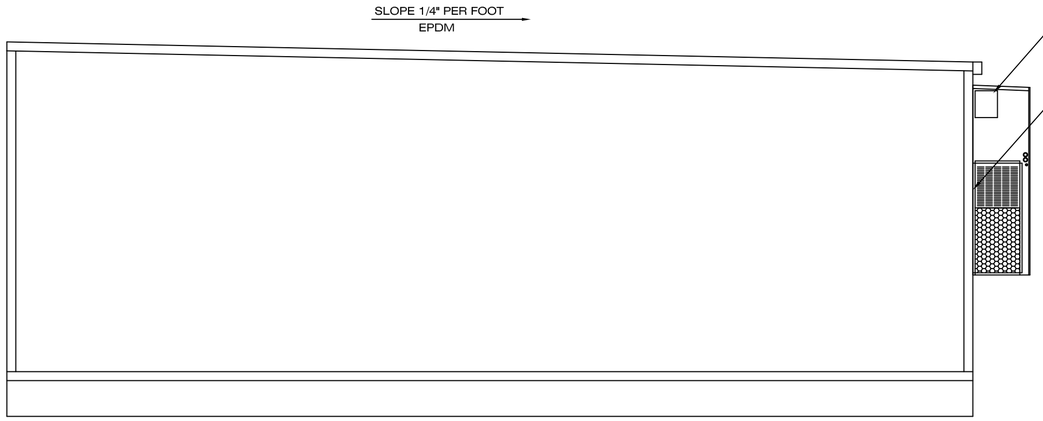
DRAWN BY: DH
CHECKED BY: RT
DATE: 2/24/21
SCALE: 1/4"=1'-0"
CRA #
RST# 21036
SN# SMM-20671 AB
SHEET: 6
OF 12 SHEETS



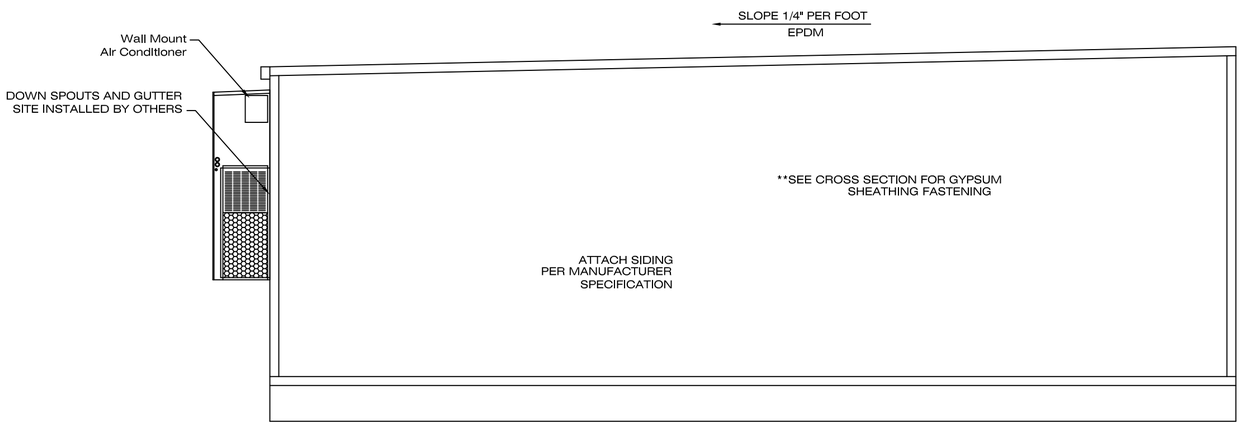
FRONT ELEVATION
SCALE: 1/4"=1'-0"



BACK ELEVATION
SCALE: 1/4"=1'-0"



RIGHT ELEVATION
SCALE: 1/4"=1'-0"



LEFT ELEVATION
SCALE: 1/4"=1'-0"

ELEVATION NOTES:

1. SEE CROSS SECTION FOR METHOD OF ROOF VENTILATION.
2. (ACCESSIBILITY) RAMP(S), STAIR(S), AND HANDRAILS ARE SITE INSTALLED, DESIGNED BY OTHERS, AND SUBJECT TO LOCAL SCHOOL DISTRICT JURISDICTION.
3. FOUNDATION ENCLOSURE (WHEN PROVIDED) MUST HAVE 1 SQUARE FOOT NET VENT AREA PER 1/150TH OF THE FLOOR AREA, AND AN 18"x24" MINIMUM CRAWL SPACE ACCESS (WHEN SET ABOVE GRADE) SITE INSTALLED BY OTHERS SUBJECT TO LOCAL SUBJECT TO LOCAL SCHOOL DISTRICT JURISDICTION.

CLEMONS, RUTHERFORD & ASSOC.
DBPR PLAN REVIEW
21003.04 3/17/2021

CRA PROJECT #

R&S TAVARES ASSOCIATES
DESIGN◆CONSULTING◆PROJECT MGT
R&S Tavares Associates, Inc.
11590 W Bernardo Court Suite 100
San Diego, CA 92127
Tel: 858-444-3344
Fax: 858-356-4781
www.rstavares.com
Ralph M. Tavares, PE
Florida License #: 63174
Certificate of Authorization: 26658

DESIGN CODES
2020 FLORIDA BUILING CODE – BUILDING 7TH EDITION
2020 FLORIDA BUILDING CODE PLUMBING 7TH EDITION
2020 FLORIDA BUILDING CODE – MECHANICAL 7TH EDITION
2020 FLORIDA BUILDING CODE – ENERGY CONSERVATION 7TH EDITION
2020 FIRE PREVENTION CODE 7TH EDITION
2018 NFPA 1 AND NFPA 101
2020 FLORIDA BUILDING CODE – ACCESSIBILITY 7TH EDITION
2017 NATIONAL ELECTRIC CODE
SECTIONS 453, 458 & 468 FLORIDA BUILDING CODE
RULE 6-2 (STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES)

PROJECT HISTORY
ISSUED 02/24/21
3RD PARTY 03/12/21

SMART MODULAR SOLUTIONS, LLC.
HENDRY COUNTY OFFICE
SERIAL #SMM-20671 AB
ELEVATIONS

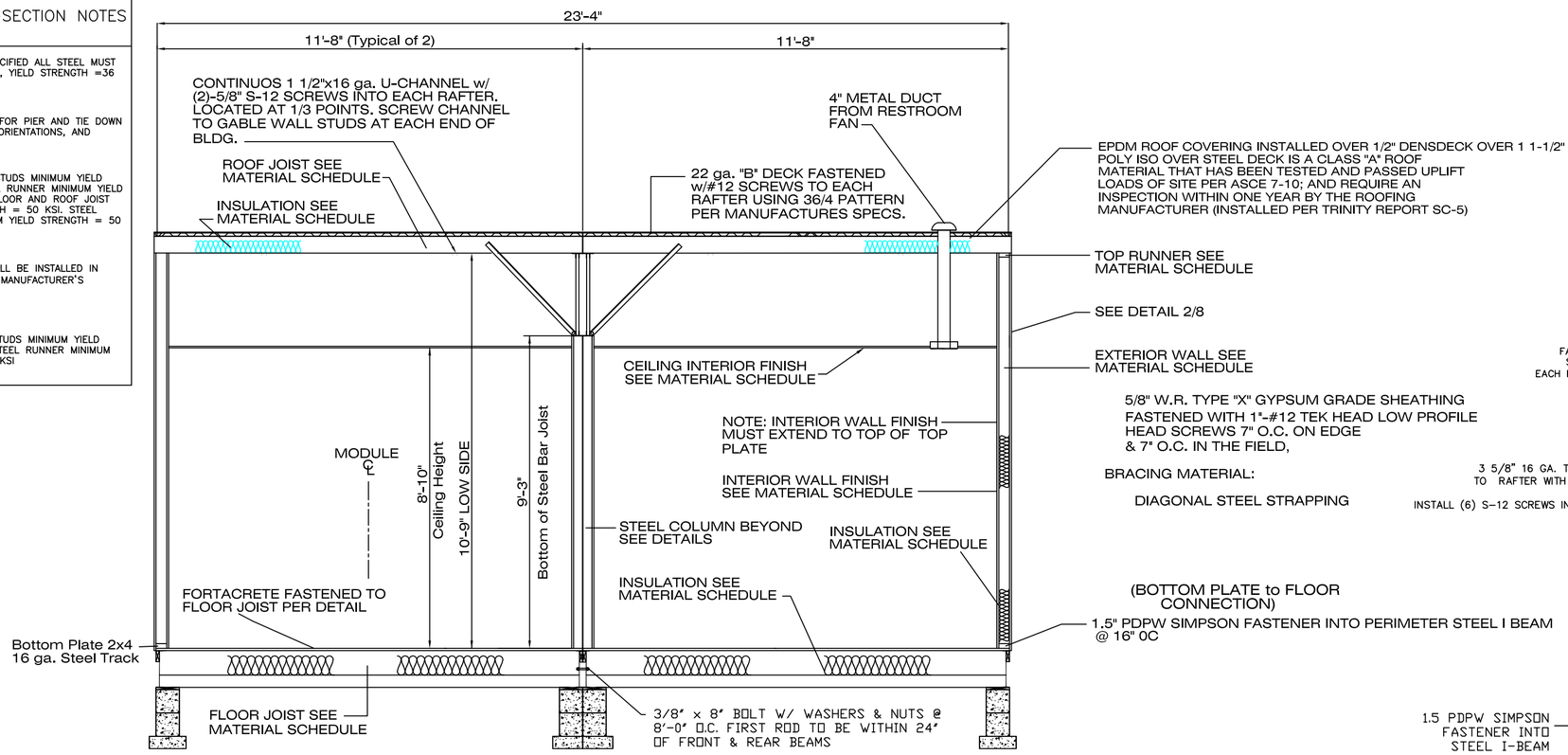
RALPH M. TAVARES LICENSE No. PE 63174 STATE OF FLORIDA PROFESSIONAL ENGINEER RST#21036
3/12/2021

Southeast Modular Manufacturing
Corporate Office
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748

DRAWN BY: DH
CHECKED BY: RT
DATE: 2/24/21
SCALE: 1/4"=1'-0"
CRA #
RST# 21036
SN# SMM-20671 AB

GENERAL CROSS–SECTION NOTES

1. UNLESS OTHERWISE SPECIFIED ALL STEEL MUST COMPLY WITH ASTM A36, YIELD STRENGTH =36 KSI
2. SEE FOUNDATION PLAN FOR PIER AND TIE DOWN STRAPPING LOCATIONS, ORIENTATIONS, AND SPECIFICATIONS.
3. EXTERIOR STEEL WALL STUDS MINIMUM YIELD STRENGTH=50KSI, STEEL RUNNER MINIMUM YIELD STRENGTH = 50 KSI. FLOOR AND ROOF JOIST MINIMUM YIELD STRENGTH = 50 KSI. STEEL ROOF RUNNERS MINIMUM YIELD STRENGTH = 50 KSI
4. ALL FORMED STEEL SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATION.
5. INTERIOR STEEL WALL STUDS MINIMUM YIELD STRENGTH = 33 KSI, STEEL RUNNER MINIMUM YIELD STRENGTH = 33 KSI



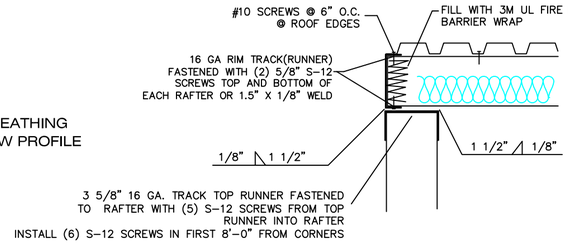
CROSS SECTION

N.T.S.

5/8" W.R. TYPE "X" GYPSUM GRADE SHEATHING FASTENED WITH 1"-#12 TEK HEAD LOW PROFILE HEAD SCREWS 7" O.C. ON EDGE & 7" O.C. IN THE FIELD,

BRACING MATERIAL:

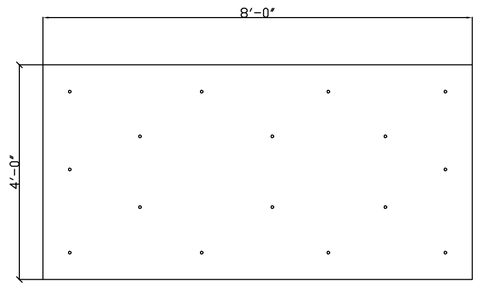
DIAGONAL STEEL STRAPPING



SIDE WALL DETAIL

(BOTTOM PLATE to FLOOR CONNECTION)

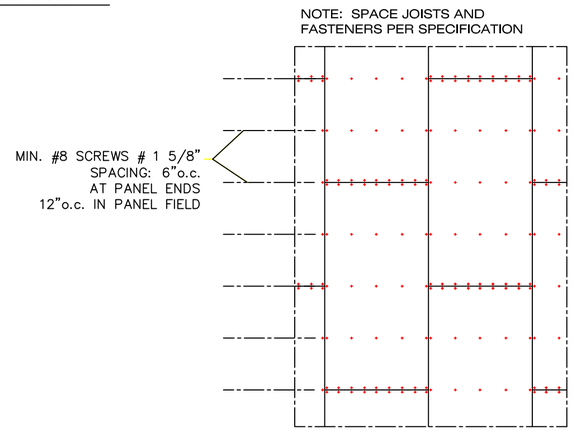
1.5" PDPW SIMPSON FASTENER INTO PERIMETER STEEL I BEAM @ 16" OC



MINIMUM 24 FASTENERS REQUIRED ZONES 1 & 2
MINIMUM 32 FASTENERS REQUIRED ZONE 3

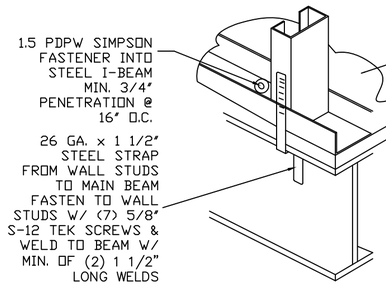
1–1/2" POLY ISO & 1/2" DENSDECK FASTENING

N.T.S.



FLOOR DECKING LAYOUT

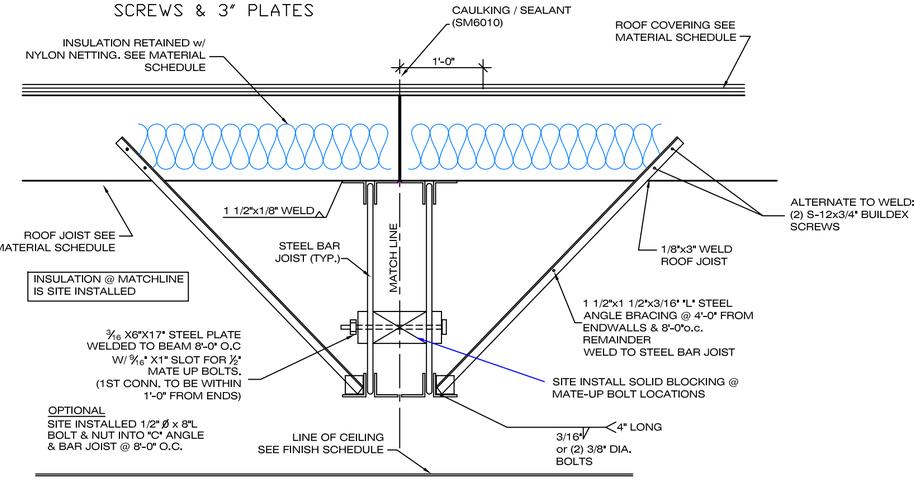
N.T.S.



EXTERIOR WALL STUD TO FLOOR CONNECTION

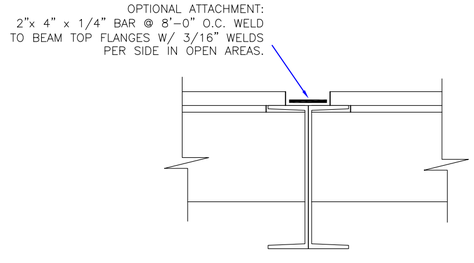
N.T.S.

ISO BOARD LOOSE LAID UNDER DENS DECK BOTH LAYERS FASTENED W/ SCREWS & 3" PLATES



MATCH LINE SECTION

N.T.S.



OPTIONAL FLOOR MATE UP DETAIL

N.T.S.

DESIGN CODES

2020 FLORIDA BUILING CODE – BUILDING 7TH EDITION
2020 FLORIDA BUILDING CODE PLUMBING 7TH EDITION
2020 FLORIDA BUILDING CODE – MECHANICAL 7TH EDITION
2020 FLORIDA BUILDING CODE – ENERGY CONSERVATION 7TH EDITION
2020 FIRE PREVENTION CODE 7TH EDITION
2018 NFPA 1 AND NFPA 101
2020 FLORIDA BUILDING CODE – ACCESSIBILITY 7TH EDITION
2017 NATIONAL ELECTRIC CODE
SECTIONS 453, 458 & 468 FLORIDA BUILDING CODE
RULE 6–2 (STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES)

CLEMONS, RUTHERFORD & ASSOC.
DBPR PLAN REVIEW
21003.04 3/17/2021

CRA PROJECT #

R&S TAVARES ASSOCIATES
DESIGN◆CONSULTING◆PROJECT MGT
R&S Tavares Associates, Inc.
11590 W Bernardo Court Suite 100
San Diego, CA 92127
Tel: 858-444-3344
Fax: 858-356-4781
www.rstavares.com
Ralph M. Tavares, PE
Florida License #: 63174
Certificate of Authorization: 26658

PROJECT HISTORY
ISSUED 02/24/21
3RD PARTY 03/12/21

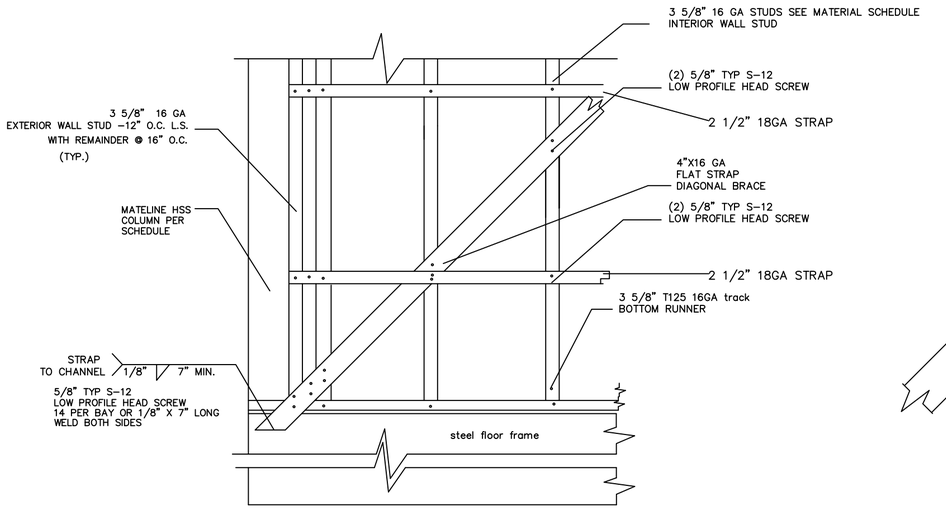
SMART MODULAR SOLUTIONS, LLC.
HENDRY COUNTY OFFICE
SERIAL #SMM–20671 AB
BUILDING SECTION

RALPH M. TAVARES LICENSED No. PE 63174 STATE OF FLORIDA PROFESSIONAL ENGINEER RST #21036 3/12/2021

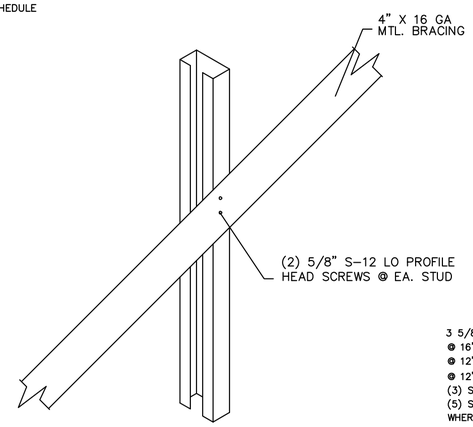
Southeast Modular Manufacturing Corporate Office
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748

DRAWN BY: DH
CHECKED BY: RT
DATE: 2/24/21
SCALE: 1/4"=1'–0"
CRA #
RST# 21036
SN# SMM–20671 AB

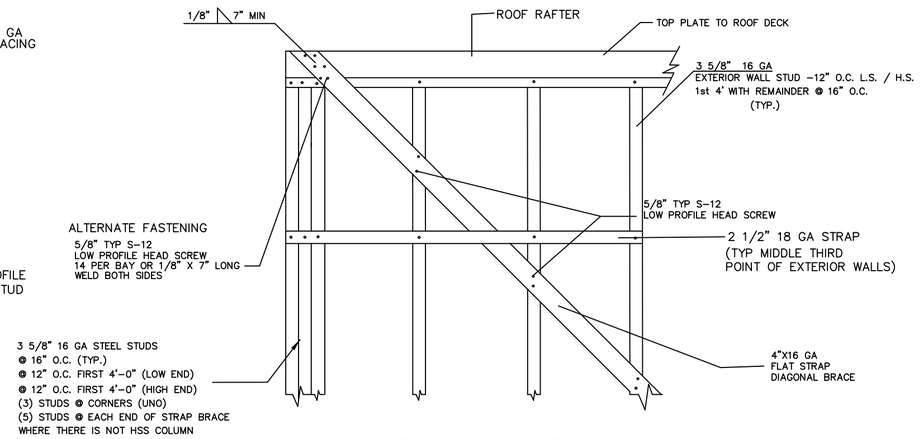
SHEET: 8 OF 12 SHEETS



X-BRACING TO
FLOOR FRAMING
N.T.S.



DIAGONAL BRACING
N.T.S.



X-BRACING TO
TOP OF END WALL
N.T.S.

WALL DETAIL
N.T.S.

X-BRACING TO
TOP OF SIDE WALL
N.T.S.

CLEMONS, RUTHERFORD & ASSOC.
DBPR PLAN REVIEW
21003.04 3/17/2021

CRA PROJECT #

R&S TAVARES ASSOCIATES
DESIGN ◆ CONSULTING ◆ PROJECT MGT
R&S Tavares Associates, Inc.
11590 W Bernardo Court Suite 100
San Diego, CA 92127
Tel: 858-444-3344
Fax: 858-356-4781
www.rstavares.com
Ralph M. Tavares, PE
Florida License #: 63174
Certificate of Authorization: 26658

DESIGN CODES

2020 FLORIDA BUILING CODE – BUILDING 7TH EDITION
2020 FLORIDA BUILDING CODE PLUMBING 7TH EDITION
2020 FLORIDA BUILDING CODE – MECHANICAL 7TH EDITION
2020 FLORIDA BUILDING CODE – ENERGY CONSERVATION 7TH EDITION
2020 FIRE PREVENTION CODE 7TH EDITION
2018 NFPA 1 AND NFPA 101
2020 FLORIDA BUILDING CODE – ACCESSIBILITY 7TH EDITION
2017 NATIONAL ELECTRIC CODE
SECTIONS 453, 458 & 468 FLORIDA BUILDING CODE
RULE 6-2 (STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES)

PROJECT HISTORY
ISSUED 02/24/21
3RD PARTY 03/12/21

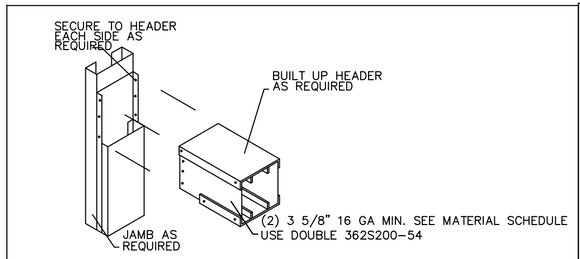
SMART MODULAR SOLUTIONS, LLC.
HENDRY COUNTY OFFICE
SERIAL #SMM-20671 AB
WALL DETAILS 1

RALPH M. TAVARES
LICENSE
No. PE 63174
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
RST#21036
3/12/2021

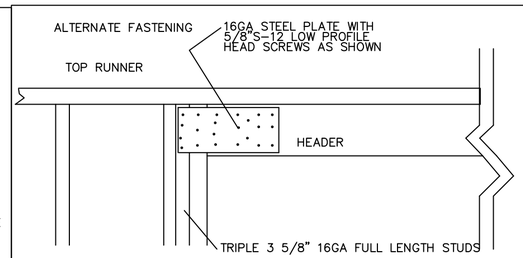
Southeast Modular
Manufacturing
Corporate Office
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748

DRAWN BY: DH
CHECKED BY: RT
DATE: 2/24/21
SCALE: 1/4"=1'-0"
CRA #
RST# 21036
SN# SMM-20671 AB

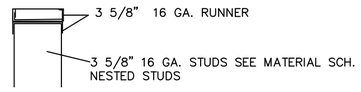
SHEET: 9
OF 12 SHEETS



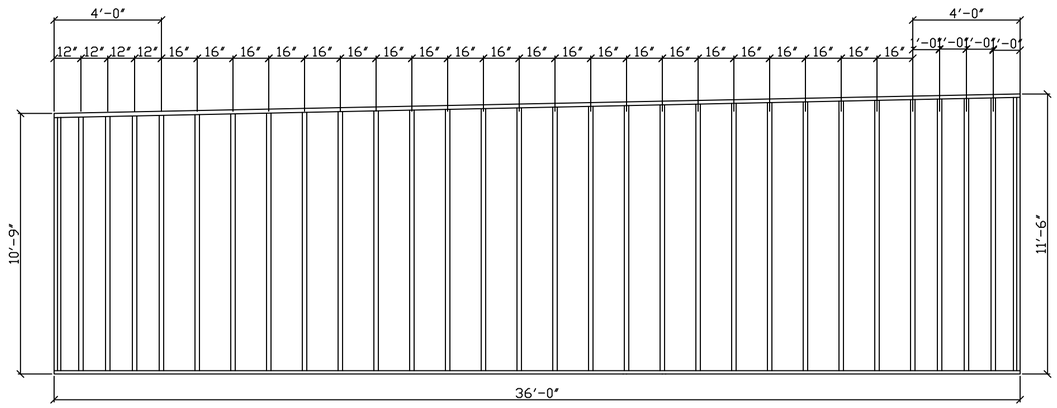
1 BOX HEADER TO JAMB CONNECTION N.T.S.



2 ALTERNATE HEADER DETAIL NTS

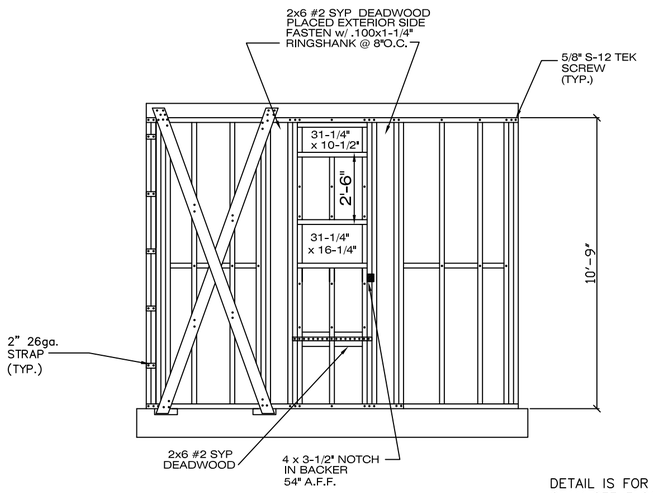


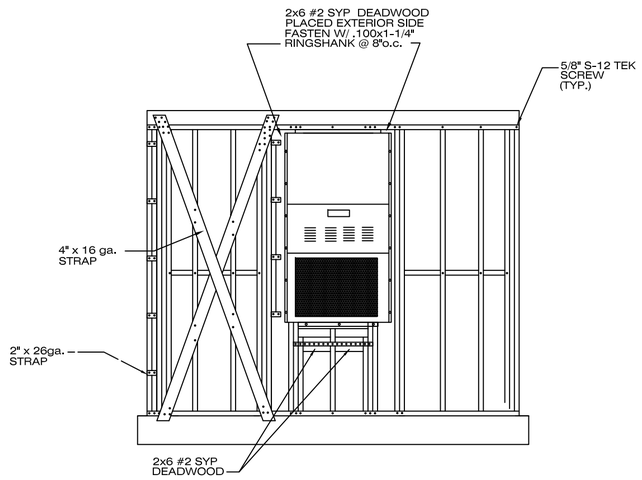
3 SILL DETAIL NTS



SIDEWALL LAYOUT

N.T.S.





DETAIL IS FOR REFERENCE ONLY SEE FLOOR PLAN FOR HVAC UNIT LOCATION

HVAC UNIT FRAMING DETAIL

N.T.S.

CLEMONS, RUTHERFORD & ASSOC.

DBPR PLAN REVIEW
21003.04 3/17/2021

CRA PROJECT #

R&S TAVARES ASSOCIATES
DESIGN◆CONSULTING◆PROJECT MGT

R&S Tavares Associates, Inc.
11590 W Bernardo Court Suite 100
San Diego, CA 92127
Tel: 858-444-3344
Fax: 858-356-4781
www.rstavares.com

Ralph M. Tavares, PE
Florida License #: 63174
Certificate of Authorization: 26658

DESIGN CODES

2020 FLORIDA BUILING CODE – BUILDING 7TH EDITION
2020 FLORIDA BUILDING CODE PLUMBING 7TH EDITION
2020 FLORIDA BUILDING CODE – MECHANICAL 7TH EDITION
2020 FLORIDA BUILDING CODE – ENERGY CONSERVATION 7TH EDITION
2020 FIRE PREVENTION CODE 7TH EDITION
2018 NFPA 1 AND NFPA 101
2020 FLORIDA BUILDING CODE – ACCESSIBILITY 7TH EDITION
2017 NATIONAL ELECTRIC CODE
SECTIONS 453, 458 & 468 FLORIDA BUILDING CODE
RULE 6-2 (STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES)

PROJECT HISTORY
ISSUED 02/24/21
3RD PARTY 03/12/21

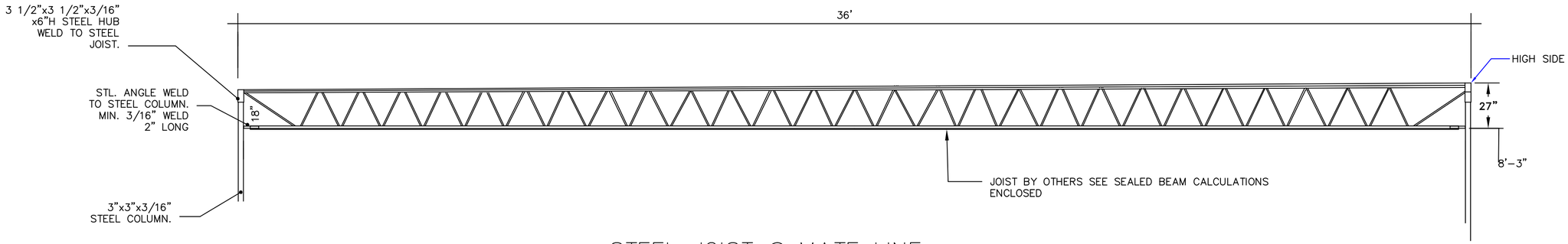
SMART MODULAR SOLUTIONS, LLC.
HENDRY COUNTY OFFICE
SERIAL #SMM-20671 AB
WALL DETAILS 2

RALPH M. TAVARES LICENSE No. PE 63174 STATE OF FLORIDA PROFESSIONAL ENGINEER RST#21036
3/12/2021

Southeast Modular Manufacturing
Corporate Office
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748

DRAWN BY: DH
CHECKED BY: RT
DATE: 2/24/21
SCALE: 1/4"=1'-0"
CRA #
RST# 21036
SN# SMM-20671 AB

SHEET: 10
OF 12 SHEETS

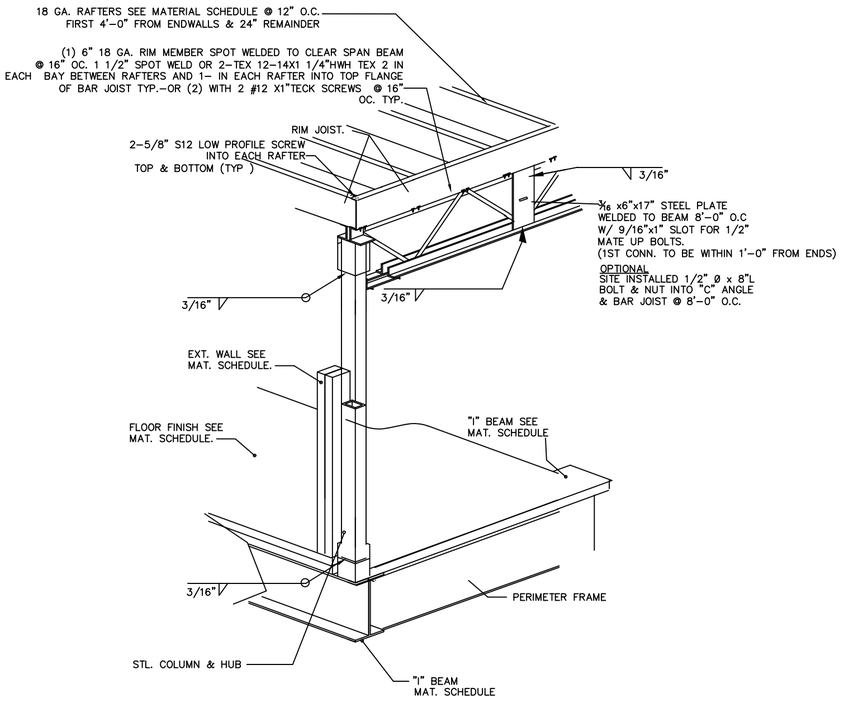


STEEL JOIST @ MATE LINE

NTS

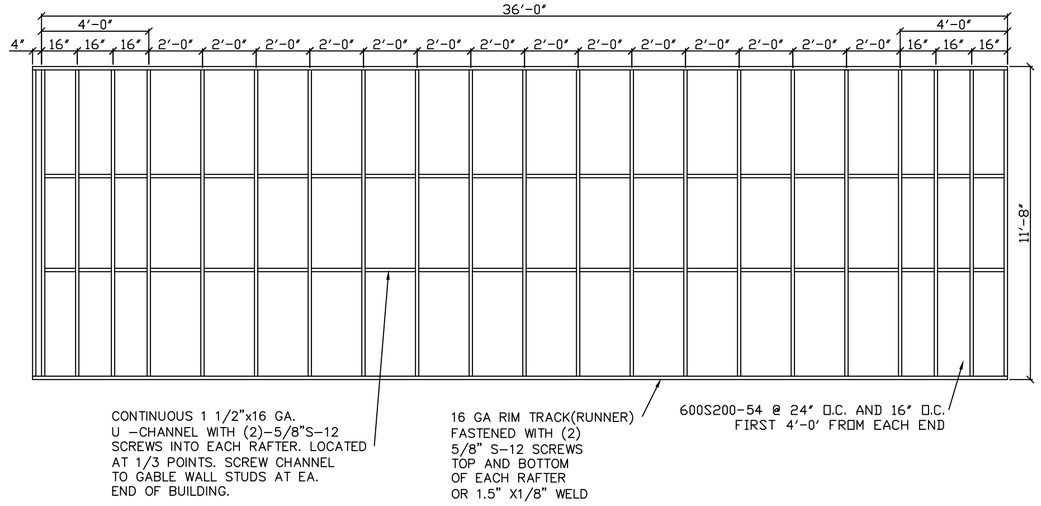
TRUSS MINIMUM APPLIED LOADS
ROOF DEAD LOAD (ASD) = 70 plf ROOF LIVE LOAD* (ASD) = 91 plf NET UPLIFT WIND LOAD ** (ASD) = 98 plf NET UPLIFT WIND LOAD ** (LRFD) = 170 plf

NOTE:
* ROOF LIVE LOAD IS REDUCED LOAD PER ASCE 7 SECTION 4.8.2.
** NET UPLIFT = WIND – DEAD LOAD



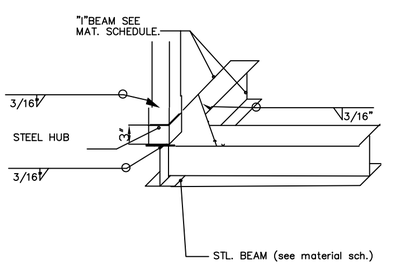
MATE LINE COLUMN DETAIL

N.T.S.



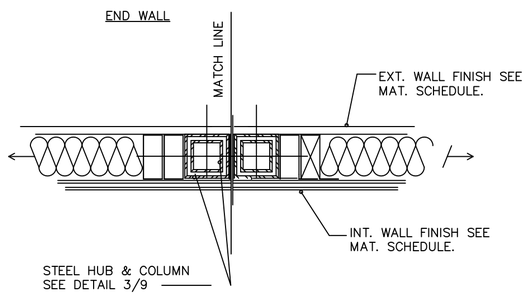
ROOF RAFTER FRAMING PLAN

SCALE: 1/4"=1'-0"



POCKET DETAIL

N.T.S.



PLAN DETAIL

SCALE: 1 1/2"=1'-0"

CLEMONS, RUTHERFORD & ASSOC.

DBPR PLAN REVIEW
21003.04 3/17/2021

CRA PROJECT #

R&S TAVARES ASSOCIATES
DESIGN◆CONSULTING◆PROJECT MGT

R&S Tavares Associates, Inc.
11590 W Bernardo Court Suite 100
San Diego, CA 92127
Tel: 858-444-3344
Fax: 858-356-4781
www.rstavares.com

Ralph M. Tavares, PE
Florida License #: 63174
Certificate of Authorization: 26658

DESIGN CODES

2020 FLORIDA BUILING CODE – BUILDING 7TH EDITION
2020 FLORIDA BUILDING CODE PLUMBING 7TH EDITION
2020 FLORIDA BUILDING CODE – MECHANICAL 7TH EDITION
2020 FLORIDA BUILDING CODE – ENERGY CONSERVATION 7TH EDITION
2020 FIRE PREVENTION CODE 7TH EDITION
2018 NFPA 1 AND NFPA 101
2020 FLORIDA BUILDING CODE – ACCESSIBILITY 7TH EDITION
2017 NATIONAL ELECTRIC CODE
SECTIONS 453, 458 & 468 FLORIDA BUILDING CODE
RULE 6-2 (STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES)

PROJECT HISTORY
ISSUED 02/24/21
3RD PARTY 03/12/21

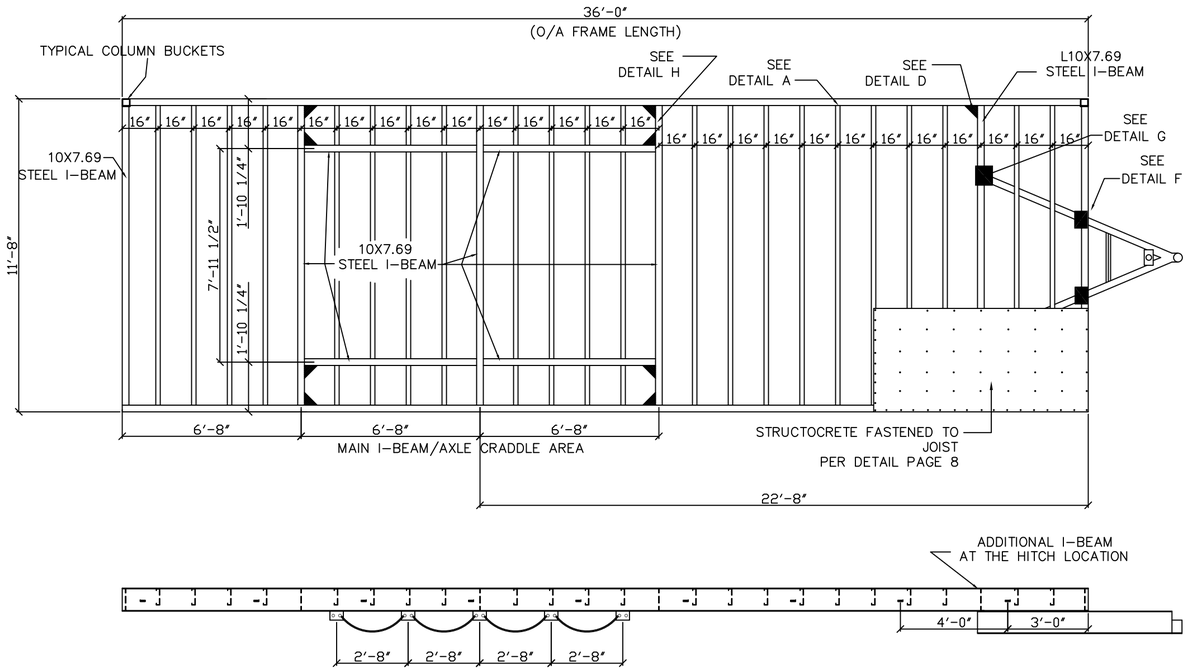
SMART MODULAR SOLUTIONS, LLC.
HENDRY COUNTY OFFICE
SERIAL #SMM-20671 AB
ROOF FRAMING

RALPH M. TAVARES LICENSE No. PE 63174 STATE OF FLORIDA PROFESSIONAL ENGINEER RST#21036
3/12/2021

Southeast Modular Manufacturing
Corporate Office
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748

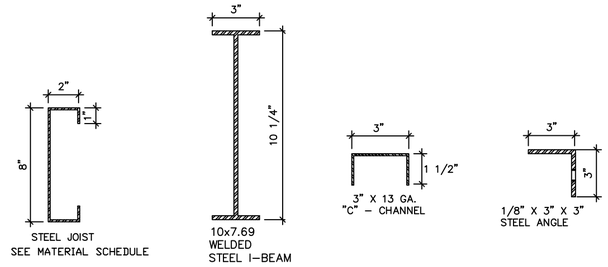
DRAWN BY: DH
CHECKED BY: RT
DATE: 2/24/21
SCALE: 1/4"=1'-0"
CRA #
RST# 21036
SN# SMM-20671 AB

SHEET: 11
OF 12 SHEETS

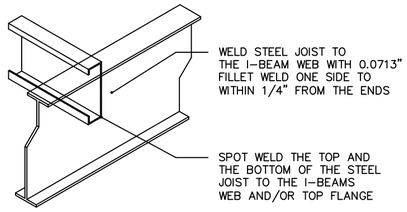


PERIMETER FRAME DETAILS

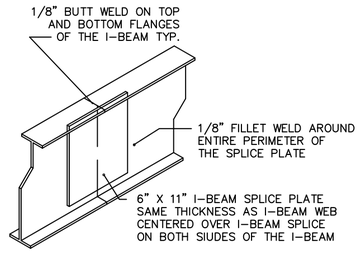
SCALE: 1/4" = 1'-0"



TYPICAL CHASSIS COMPONENTS



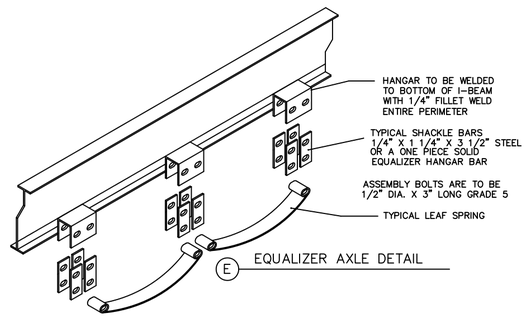
(A) STEEL JOIST WELD DETAILS



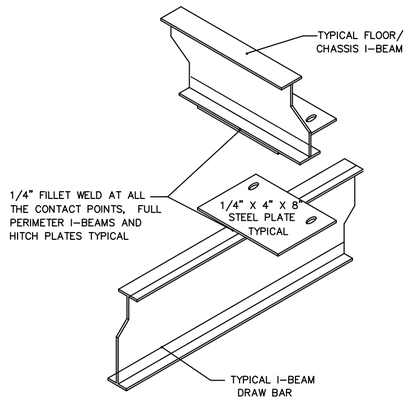
(B) I-BEAM SPLICE DETAIL

(C) TIE-DOWN SLOTS DETAILS

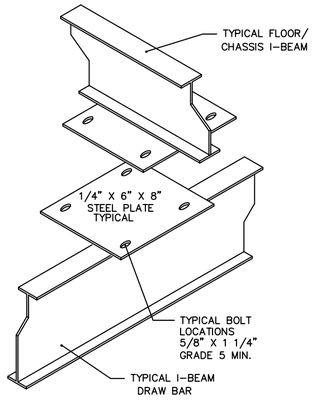
(D) BRACING GUSSET



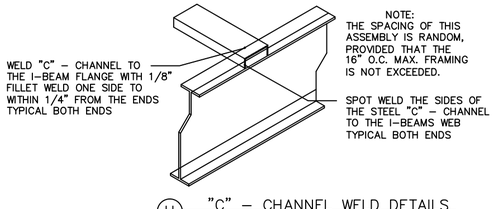
(E) EQUALIZER AXLE DETAIL



(F) FRONT HITCH PLATE DETAIL



(G) REAR HITCH PLATE DETAIL



(H) "C" - CHANNEL WELD DETAILS
(REQUIRED IN AXLE AREA ONLY)

NOTE:
HITCHES, LEAF SPRINGS, AXLES, HUBS, RIMS AND TIRES ARE ALL PURCHASED COMPONENTS FOR MORE COMPLETE SPECIFICATIONS REFER TO THE MATERIALS SPECIFICATIONS SECTION.

PROJECT HISTORY
ISSUED 02/24/21
3RD PARTY 03/12/21

SMART MODULAR SOLUTIONS, LLC.
HENDRY COUNTY OFFICE
SERIAL #SMM-20671 AB
FRAME DETAILS

RALPH M. TAVARES
LICENSED
No. PE 63174
STATE OF FLORIDA
PROFESSIONAL ENGINEER
RST#21036
3/12/2021

Southeast Modular Manufacturing
Corporate Office
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748

CLEMONS, RUTHERFORD & ASSOC.
DBPR PLAN REVIEW
21003.04 3/17/2021

CRA PROJECT #

R&S TAVARES ASSOCIATES
DESIGN◆CONSULTING◆PROJECT MGT
R&S Tavares Associates, Inc.
11590 W Bernardo Court Suite 100
San Diego, CA 92127
Tel: 858-444-3344
Fax: 858-356-4781
www.rstavares.com
Ralph M. Tavares, PE
Florida License #: 63174
Certificate of Authorization: 26658

DESIGN CODES
2020 FLORIDA BUILING CODE - BUILDING 7TH EDITION
2020 FLORIDA BUILDING CODE PLUMBING 7TH EDITION
2020 FLORIDA BUILDING CODE - MECHANICAL 7TH EDITION
2020 FLORIDA BUILDING CODE - ENERGY CONSERVATION 7TH EDITION
2020 FIRE PREVENTION CODE 7TH EDITION
2018 NFPA 1 AND NFPA 101
2020 FLORIDA BUILDING CODE - ACCESSIBILITY 7TH EDITION
2017 NATIONAL ELECTRIC CODE
SECTIONS 453, 458 & 468 FLORIDA BUILDING CODE
RULE 6-2 (STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES)

DRAWN BY: DH
CHECKED BY: RT
DATE: 2/24/21
SCALE: 1/4"=1'-0"
CRA #
RST# 21036
SN# SMM-20671 AB

SHEET: 12
OF 12 SHEETS

NOTICE OF INTENTION TO AWARD

POSTED: January 25, 2023

RE: ITB 23-00017 – 11B Relocatable Classrooms Toilet and Multipurpose Buildings

On Friday, January 6, 2022 at 3:00 p.m. local time, two proposals were received for the 11B Relocatable Classrooms Toilet and Multipurpose Buildings.

Based on the proposals received, an Agenda Request will be made to the Hendry County School Board that the ITB be awarded to **Smart Modular Solutions, LLC** as indicated on the attached tabulation sheet. The company recommended for the award has submitted the overall best service meeting ITB specifications. At this time the firm listed above should provide a copy of a current W9 for the company. No purchase orders for this contract will be issued to an awardee without a current W9 on file.

This recommendation is anticipated to be taken to the Hendry County School Board for action at their meeting scheduled for Tuesday, February 7, 2023. If the School Board approves the recommendation, purchase orders may be forwarded to the awarded company.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, and failure to follow any other requirements in the bid protest procedures established by the Hendry County School District shall constitute a waiver of all protest rights.

Sincerely,

Mr. Tony Busin
Director of Operations

TB/glw

HENDRY COUNTY SCHOOL DISTRICT
BID TABULATION FORM

Description: ITB 23-00017 Relocatable Classrooms Toilet and Multipurpose Building

ITEM# BRIEF DESCRIPTION	VENDOR	PURCHASE PRICE	DELIVERY CHARGE	INSTALLTION ON DRY STACK PIERS	INSTALLATION ON CONCRETE PIERS PER UNIT
Item 1: 24 x 36 Classroom Unit with Bathroom	**Smart Modular Solutions LLC**	$146,670.00	$4,180.00	$4,900.00	$6,000 precast $9,000 poured
	Aries Building Systems LLC	$176,666.25	$3,125.00	$4,867.50	$6,750.00
Item 1: 24 x36 Classroom Unit without bathroom	**Smart Modular Solutions LLC**	$141,250.00	$4,180.00	$4,900.00	$6,000 precast $9,000 poured
	Aries Building Systems LLC	$170,511.25	$3,125.00	$4,867.50	$6,562.50
Item 1: 24x36 Office Unit (added by Addendum 2)	**Smart Modular Solutions LLC**	$152,050.00	$4,180.00	$4,900.00	$6,000 precast $9,000 poured
	Aries Building Systems LLC	No bid	No bid	No bid	No bid
Item 2: 12x36 Toilet Unit	**Smart Modular Solutions LLC**	$141,740.00	$2,000.00	$3,300.00	$4,000 precast $8,000 poured
	Aries Building System LLC	$168,565.00	$1,562.00	$1,250.00	$2,750.00
Item 3: 24x36 Toilet Unit	**Smart Modular Solutions LLC**	$254,930.00	$4,180.00	$4,900.00	$6,000 precast $9,000 poured
	Aries Building Systems LLC	$297,188.75	$3,125.00	$4,875.00	$6,750.00
Item 4: Other Services, Sizes, Layouts & Additions	**Smart Modular Solutions LLC**	Customer size layout or building upgrades cost plus 10%	Relocation of Type 11B Classrooms cost plus 10%	Walkways and Canopies Cost plus 10%	Engineering and Upgrades because of code change cost plus 10%
	Aries Building System LLC	Customer size layout or building upgrades cost plus 15%	Relocation of Type 11B Classrooms cost plus 15%	Walkways and Canopies Cost plus 15%	Engineering and Upgrades because of code change cost plus 15%
Operating and Lease Purchase Options	**Smart Modular Solutions LLC**	Finance factor (monthly) .020	Operating factor (monthly) .020		
	Aries Building Systems LLC	finance factor (monthly) .02125	operating factor (monthly) .0348		

ITB EVALUATION SCORING BY FACILITIES STAFF:	Smart Modular Solutions LLC	210
	Aries Building Systems LLC	176

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

PARTICIPATING AGREEMENT, SDMC No. 23-0109-MR

This Participating Agreement is made and entered into as of the last date signed below by and between The School District of Manatee County (District) and **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 **11B Relocatable Classrooms Toilet and Multipurpose Buildings, No. 23-00017** and is hereto as Exhibit A, ("Solicitation"). A contract was executed **February 7, 2023** between the parties and is hereto as Exhibit B, ("Authorized Contract").

1.3 Therefore, the District would enter into a Participating Agreement with Contractor.

2. **PURPOSE AND SCOPE**

2.1 The purpose of the Participating Agreement is to rental or lease of portables building pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.

3. **TERM AND RENEWAL**

3.1 **Term:** This Participating Agreement shall become effective on **February 28, 2022** or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, unless terminated earlier by **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 attached Exhibit A (Solicitation) is hereby incorporated into the Participating Agreement.

4.2 The attached Exhibit B, Authorized Contract, is hereby incorporated into the Participating Agreement as if fully set forth herein, unless modified below and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties.

4.3 Sections of Exhibit B, Authorized Contract, are superseded by Section 5, Terms Supplemental to the Authorized Contract.

4.4 Exhibit C, **Signage-Notice of intention to award/tabulation.**

5. **TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT**

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

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

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

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

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

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

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

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

5.7 **INDEMNIFICATION**:

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

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

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

5.10 **COMPLIANCE REQUIREMENTS:** The School Board of Manatee County, acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School Board of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/proposer agrees to all provisions and instructions contained in this proposal document and agrees that the failure of vendor/proposer to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

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

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

5.13 **SEVERABILITY AND WAIVER:** If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this

agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

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

5.15 **EQUAL EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5.16 **ANTI-DISCRIMINATION:** a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

5.17 **MINORITY, SMALL, AND WOMEN OWNED BUSINESS:** School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

5.18 **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.19 **TERMINATION FOR CAUSE AND CONVENIENCE**:
Termination for Cause—The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination,

together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

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

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

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

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

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

5.25 **DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148):** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon

the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

5.26 **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

5.27 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5.28 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5.29 **CLEAN AIR ACT (42 U.S.C. 7401–7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251–1387), AS AMENDED:** Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

5.30 **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource

recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

5.31 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.32 **OTHER PROVISIONS:**

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

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

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

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

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

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

6. **EXHIBITS TO THE PARTICIPATING AGREEMENT**

6.1 All terms and conditions contained in Exhibits A though C are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties. The Exhibits are:
6.1.1 Exhibit A: original Solicitation and contractors Reply
6.1.2 Exhibit B: The Authorized Contract, including exhibits and amendments as modified by Section 5 of this document.
6.1.3 Exhibit C: **Signage-Provide and Install tabulation.**

7. **COVID 19**
7.1 The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19.

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER: _____

SMART MODULAR SOLUTIONS LLC	
BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME: SMART MODULAR SOLUTIONS

TELEPHONE NUMBER:

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

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

Page/6689

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

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

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

AGENDA ITEM NO. 16.12

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

Title
Approval for the Parrish Community High School Chorus Students to Attend and Perform in the Smoky Mountain Music Festival in Gatlinburg, Tennessee on April 19-23, 2023, No Financial Impact

Executive Summary
Forty Parrish Community High School Chorus students will travel to Gatlinburg, Tennessee to compete in the Smoky Mountain Music Festival, along with their Chorus Director Kerrie Carrier. Five chaperones will also be attending the trip.

The Smoky Mountain Music Festival is a competition for elementary, middle, junior high and high school musical groups. This festival continues its dedication to excellence by offering young musicians an opportunity to demonstrate their talents before prestigious adjudicators in a beautiful setting. For over 30 years, the festival has drawn musical groups from over 29 states and Canada.

The Gatlinburg Convention Center is used for concert, jazz, indoor auxiliary competition and choral competition, and the main street is blocked off for the parade of bands.

The exposure for the students in this event greatly increases their likelihood of gaining exposure for the opportunity for college scholarships and thus helping them reach the goal of a college education. Experiences gained by our students may be brought back and shared with students at Parrish Community High School and throughout the district.

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

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

Recommendation
The Superintendent recommends approval for the Parrish Community High School Chorus students to attend and perform in the Smoky Mountain Music Festival in Gatlinburg, Tennessee on April 19-23, 2023, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Secondary Education
Initiated By: Willie Clark

Attachments:
PCHS Field Trip 4.19-4.23.2023 Gatlinburg, TN Music Festival

Manatee County School District Field Trip Request Form – Mandatory Form

Today's Date: 2-7-23 Field Trip Date: April 19- April 23, 2023 School: PCHS

Date/Time of Departure from school: TBA Morning 4-19-23

Date/Departure time from field trip location: TBA 4-23-23 Arrival time back at school: TBA Night 4-23-23

Field Trip Coordinator Kerrie Carrier

Trip Destination – Name: Smoky Mountain Music Festival

Address: _____

Phone: _____ Website: smokymountainmusicfestival@gmail.com

Brief Description/Educational Purpose of the Trip: Choirs to compete in the Smoky Mountain Music Festival, receiving adjudication and feedback from the panel. Opportunity to highlight student achievement on a national level at this prestigious event. Choir has been accepted to participate by the festival.

Field Trip Type:

- ☐ Type "A" (single or partial day trip in pre-approved category)
- ☐ Type "B" * (single or partial day trip that requires District pre-approval)
- ☑ Type "C"* (all overnight or out of state trips require additional approvals as defined in the signature section below)

* Must submit to District Office for required pre-approval. See Page 5 of the School District Field Trip Handbook for timelines. Note that water-related field trips and Educational Tour Groups are Type "B." Please provide as much information as possible in this regard to expedite approval.

Group Going: PCHS Choir # of Students: ~40 # of Chaperones: ~5

Type of Transportation:

_____ School Bus (bus requisition 20 days prior to trip)
_____ Special Needs Bus Is Required
_____ District Vans/Cars
_____ Walking

If walking, define route: _____

Are there sidewalks and pedestrian crossings? _____

Finalizing details

_____ Charter Bus from Purchasing Department Approved List (Contact Purchasing) Rental Vehicle
_____ Educational Tour Group Name: _____ Contact Info: _____
_____ Other

The following information must be included for non-District transportation providers:

Name of Transportation Provider: TBA / Collecting Quotes
Address of Transportation Provider: _____
Transportation Provider: _____ Phone
Make of Vehicles: _____ Year, Type, &

Proof of personal automobile liability insurance, copy of driver's license and proof of successful completion of defensive driving course through Staff Development must be attached for all drivers.

(Appendix A – continued on next page)

Funding/ Costs H _____ Internal Account # _____

Transportation Cost TBA ~ $12,000 Admission Fee _____

Other Cost Student Registration (Chair) ~ $10,000 Cost per student ~ $500

Total cost of the trip ~ $22,000

How Trip is Funded:

_____Discretionary _____Students Pay _____District _____Internal Accounts __*__ Other

Partially through Boosters

I have read the Field Trip Handbook and fully understand and accept my responsibilities as Field Trip Coordinator.

Kevin Carrier
Signature of Field Trip Coordinator

2-7-23
Date

Principal Signature/Date
(Initial Approval of Request)

Kevin Carrier 2-7-23
Signature of Sponsor/Date

Signature Depart./Team Chair/Date

Final Principal Signature/Date
(Acknowledgement that Field Trip Checklist form has been returned two days prior to Field Trip.)

Signature Activities Dir. (H.S)/Date

☐ **Type "B" and "C" Signature Approvals Below**

Executive Director (Required for Type "B" and "C" Field Trips)

Director of Risk Management (Required for Type "B" and "C" Field Trips)

Deputy Superintendent of Instructional Services (Required for Type "C" Field Trips)

Superintendent (Required for Out-of-State Field Trips. International Field Trips require Board approval)

After receiving all necessary approvals for the Field Trip, complete the Field Trip Procedures Checklist (Appendix B) and return all documentation to the Principal at least two days prior to the trip.

AGENDA ITEM NO. 16.13

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of Tara Elementary School Campus - Renovations and Addition - Pre-Construction Agreement Between Owner and Creative Contractors, Inc., - Amendment 1, in the Amount of $247,589.00 - *added February 24, 2023*

Executive Summary
The purpose of the requested action is to approve Amendment 1 to the Pre-Construction Agreement Between Owner and Creative Contractors, Inc., which authorizes additional pre-construction services necessary to provide construction management at-risk services for the Campus Renovations and Addition at Tara Elementary School. The scope of work is increased to include materials and labor for the delivery of five (5) portables, utilities, stabilize base road, signage, and fencing.

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

This project does require an Educational Plant Survey.

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

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

Recommendation
The Superintendent recommends approval of Tara Elementary School - Campus Renovations and Addition - Pre-Construction Agreement between Owner and Creative Contractors Inc., - Amendment 1, in the amount of $247,589.00.

Financial Impact
The amount of Amendment 1 is $247,589.00. The revised Pre-Construction Service fee is $321,795.00 and is included in the total project budget requirement of $35,259,423.00. A Guaranteed Maximum Price Proposal will be completed after the construction documents are developed. This project is funded by Capital Funds.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Tara Elementary Renovations Summary Sheet
TAE Renovations & Addition Amendment 1 Pre-Construction

Tara Elementary School - Campus Renovations and Additions

PROJECT DIRECTOR: John Williams

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

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

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

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

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Yes

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

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

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
Agreement:	$ 74,206.00	July 26, 2022	Approved	Preconstruction Services
Amendment 1:	$ 247,589.00	February 28, 2023	Pending	Add'l Pre-Construction Services
TOTAL	$ 321,795.00			

BUILDING OFFICIAL

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

OTHER BOARD WORK

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

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN
OWNER & CONSTRUCTION MANAGER

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

This form is to be used for any revision to the established Guaranteed Maximum Price.

Project Name: Tara Elementary School – Campus Renovations & Addition
Construction Manager: Creative Contractors, Inc.
Construction Manager Address: 802 62nd Street Circle East, Suite #103, Bradenton, Florida 34208

The work is as follows: The purpose of the requested action is to approve Amendment 1 to the Pre-Construction Agreement Between Owner and Creative Contractors, Inc., which authorizes additional pre-construction services necessary to provide construction management at risk services for the Campus Renovations and Addition at Tara Elementary School. This scope of work is increased to include materials and labor for the deliver of five (5) portables, stabilized base road, utilities, signage, and fencing.

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

Contract Time will be ~~(increased)~~ ~~(decreased)~~ (unchanged) By: _____

Date of Substantial Completion including this amendment: 8/4/23
Please note that our substantial completion of the portables is contingent upon the Owner's delivery of the portables, block and level by 3/24/23.

Amount of Amendment: $ 247,589.00
Previous Amount of GMP: $ 74,206.00
New Total Amount of GMP: $ 321,795.00

CONSTRUCTION MANAGER:

By: _____ By: _____

Name/Title: Alan Holderith, Chief Operating Officer Name/Title: _____

As Witnessed:

_____ _____
Creative Contractors, Inc.
(Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES
CLASSROMM PORTABLES INSTALLATION
BUDGET SUMMARY

Project: **Tara Elementary School Renovation Project** Date: 2/16/2023

Contractor: **Creative Contractors, Inc.**

ITEM	ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:		
Schedule of Values for Construction	$150,800.00	
Sub Total		**$150,800.00**
General Conditions:		
General Conditions:	$66,836.00	
General Requirement	$16,277.00	
Sub Total		**$83,113.00**
Overhead & Profit (Overall Project)	$10,576.00	
Sub Total		**$10,576.00**
Pre-Construction Expenses		
	$0.00	
Sub Total		**$0.00**
Unforseseen Conditions:	$0.00	
Sub Total		**$0.00**
Bond and Insurance:		
Bond	$1,989.00	
General Liability	$1,111.00	
Builders Risk - By Owner	$0.00	
Sub Total		**$3,100.00**
GMP TOTAL		**$247,589.00**

AGENDA ITEM NO. 19.1

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of Walter E. Miller School Support Center - Renovation - Agreement Between Owner and Wharton-Smith, Inc. - Preconstruction Services, in the Amount of $84,168.00

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and Wharton-Smith, Inc., to provide Construction Management at Risk services for the Walter E. Miller School Support Center Renovation project. At the October 11, 2022 Board Meeting, the Board authorized Staff to negotiate Construction Management at Risk services with the number one ranked firm, Wharton-Smith, Inc. The project scope will include upgrades to the mechanical, electrical, plumbing, life safety, security, and building envelope systems, along with finish upgrades and renovation and remodeling of select spaces. The initial phase is for Pre-Construction which will include working with the project team and architect/engineers in the development of the project budget, phasing schedule, and procurement of bids to develop the project's Guaranteed Maximum Price (GMP). Upon completion of the Pre-Construction Phase, the GMP will be submitted to the Board for approval with the request for permission to commence the Construction Phase of this project.

Walter E. Miller School Support Center Renovation Summary Sheet is attached for reference and shows the Capital Budget noted below approved for this project by the Board on September 6, 2022.

This project is included in the Educational Plant Survey.

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 Walter E. Miller School Support Center - Renovation - Agreement between Owner and Wharton-Smith, Inc. - Preconstruction Services, in the amount of $84,168.00.

Financial Impact
The construction management fee for preconstruction services is not to exceed $84,168.00, and is included in the total project Capital Budget allocation of $16,700,600.00. A Guaranteed Maximum Price Proposal will be completed after the construction documents are developed. **The project is funded by Capital Outlay funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Walter E. Miller SSC Renovations Summary Sheet
Walter E. Miller SSC Renovations CM Agreement

Walter E. Miller School Support Center Renovations

PROJECT DIRECTOR: Jeff Medwetz

ARCHITECT/ENGINEER: OCI Associates, Inc. Selected through the Request for Qualifications process
CONSTRUCTION MANAGER: Wharton-Smith, Inc. Selected through the Request for Qualifications process
BUILDING OFFICIAL: TBD

PROJECT BUDGET: $16,700,600.00 9/6/2022 Original Capital Budget

HISTORY: Constructed in 1989, this facility houses the Administrative Offices for the School District of Manatee County. Work previously completed includes the 2002 Heating, Ventilation and Air Conditioning (HVAC) and Exterior Water Proofing Modifications; 2003 Chiller Replacement; 2004 Generator Replacement; 2010 Computer Room HVAC Controls Upgrade; and the 2018 installation of Building Standby Power Generator System, Data Center HVAC, and Data Center UPS.

SCOPE: The project scope will include but is not limited to the upgrades to the mechanical, electrical, plumbing, and life safety systems, security and building envelope systems along with the finish upgrades, renovation and remodeling of select spaces.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: Yes

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	October 11, 2022	Approved	Selection Process
Agreement:	$ 75,000.00	January 10, 2023	Pending	Architectural / Engineering Services
TOTAL	$ 75,000.00			

CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	October 11, 2022	Approved	Selection Process
Agreement:	$ 84,168.00	January 10, 2023	Pending	Pre-Construction Services
TOTAL	$ 84,168.00			

BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg.	$ -			
Agreement:	$ -			
TOTAL	$ -			

OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Easements:	$ -			
Utility Connections:	$ -			
Utility Agreements:	$ -			
Interlocal Agrmts:	$ -			
TOTAL	$ -			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES
AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

SBMC CONTRACT NO:	CON#
PROJECT NAME AND LOCATION:	Walter E Miller School Support Center – Renovation 215 Manatee Avenue West Bradenton, FL 34205
PROJECT DESCRIPTION AND SCOPE OF WORK:	The initial scope is for the Pre-Construction Phase which will include the development of the project budget, phasing schedule, and procurement of bids to develop the project's Guaranteed Maximum Price (GMP). Upon completion of the Pre-Construction Phase, the GMP will be submitted to the Board for approval and permission to commence the Construction Phase of this project. Exhibits A through F, further defining the Scope of Work, are attached hereto and incorporated herein by reference.
TOTAL PROJECT BUDGET:	The Total Project Budget is **$16,700,600.00** and is comprised of the following:

1. Design Services	$ 1,269,400.00
2. Construction Services	$ 12,000,000.00
3. Owner Services	$ 2,956,200.00
4. FF&E and Technology	$ 475,000.00
TOTAL PROJECT BUDGET:	$ 16,700,600.00

ANTICIPATED NOTICE TO PROCEED:	TBD
SUBSTANTIAL COMPLETION:	TBD
FINAL COMPLETION:	TBD
ARCHITECT/ENGINEER ("**A/E**"):	OCI Associates, Inc. 9728 Commerce Center Court Fort Myers, FL 33908 Office: (239) 454-5117 Fax: Email: amir@associates.com
CONSTRUCTION MANAGER ("**CM**"):	Wharton-Smith, Inc. 2525 Bobcat Village Center Road, #105 North Port, FL 34288 Office: (941) 621-4723 Fax: (941) 288-0371 Email: tiarossi@whartonsmith.com

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT is made this 11th day of January in the year 2023 by and between the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA ("**Owner**") and the **Wharton-Smith, Inc., 2525 Bobcat Village Center Road, #105, North Port, FL 34288, Federal Tax ID Number 59-2392802, General Contractor License Number CGC1511243** ("**Construction Manager**" or "**CM**"), for CM to perform all work in connection with the management and construction of **Renovations** (the "**Work**"), located at **Walter E. Miller School Support Center** (the **"Project"**), said Work being set forth in the plans and specifications prepared by **OCI Associates, Inc.,** the Architect and/or Engineer of Record ("**A/E**"), and all other Contract Documents hereafter specified. The Owner and the CM, for the consideration set forth herein, agree as set forth below:

ARTICLE 1
RELATIONSHIP OF PARTIES, EXTENT OF THE AGREEMENT AND DEFINITIONS

1.1 Relationship of Parties

1.1.1 The Construction Team

1.1.1.1 The CM, the Owner and the A/E comprise the Construction Team and shall work together throughout the entire Construction Management at Risk delivery process.

1.1.1.2 The A/E shall provide leadership to the Construction Team on all matters relating to design.

1.1.1.3 The CM shall provide leadership to the Construction Team on all matters relating to construction.

1.1.2 The CM

1.1.2.1 The CM accepts the relationship of trust and confidence established by this Agreement. CM agrees to cooperate with A/E; to utilize CM's best skill, efforts and judgment in furthering the interest of Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of Owner.

1.1.2.2 CM acknowledges that: (1) it has represented to Owner that it has specific expertise in the planning, management and construction of school facilities, and (2) that such representation is a material inducement to Owner to enter into the Agreement.

1.1.2.3 CM shall be acting as an independent contractor at all times during the performance of the Work and no provision in the Agreement shall create an employment or agent relationship between the parties.

1.1.2.4 CM represents and warrants that it is authorized to do business in Florida where the Project is located and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project and that it is familiar with the local

and special conditions under which the Work is to be performed and has, or prior to the submission of the GMP Proposal will have, correlated onsite observations with the requirements of the Contract Documents.

1.1.2.5 Notwithstanding anything to the contrary in the Contract Documents, CM is fully responsible to Owner for all duties of CM under the Contract Documents, including the construction means, methods, techniques, sequences and procedures in performing the Work, for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement despite CM's delegation of the responsibility therefor to any of its subcontractors.

1.1.2.6 In no event shall Owner be deemed to have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted Owner in the Contract Documents.

1.2 Extent of Agreement

1.2.1 This Agreement is complementary to the drawings, specifications, conditions of the contract (General, Supplementary and other Conditions, if applicable), recordings of presentations and interviews, and, together with them, comprises the full and entire agreement between the Owner and the CM and supersedes all prior negotiations, representations or agreements.

1.2.2 No modification or amendment to the Agreement shall be valid or binding upon the Owner and the CM unless in writing and executed by the Owner and CM.

1.2.3 The headings contained within this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such articles, sections, paragraphs, schedules, exhibits and/or attachments hereto.

1.2.4 The Owner and CM acknowledge they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party, regardless of who is responsible for its preparation. The remedies granted to Owner in the Agreement are cumulative and not in limitation of any other rights and remedies of Owner at law or in equity.

1.2.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

1.2.6 All representations and covenants of the parties shall survive the expiration of the Agreement. All of the CM's representations, indemnifications, warranties, and guarantees made in or required by the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion, and acceptance of CM's Work or termination or completion of the Agreement or termination of the Work of CM.

1.2.7 This Agreement shall not be recorded.

1.2.8 Where necessary to the context hereof, the singular shall include the plural and the plural shall include the singular and any one gender may include any other gender.

1.3 Definitions

1.3.1 "**Owner**" means The School Board of Manatee County, Florida, as represented by the Department of Construction Services and its Project Director.

1.3.2 "**Project Director**" means the person designated by the Owner's Director of Construction Services to provide direct interface with the A/E and the CM regarding Owner's interests and responsibilities. The Project Director shall have authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to the Work.

1.3.3 "**Subcontractor**" means any person or entity that is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with the CM. The CM shall be solely responsible for and have control over the Subcontractors. CM shall negotiate all Change Orders and Request for Proposals with all affected Subcontractors and shall review the costs of those proposals and advise Owner and A/E of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of each Change Order or Amendment from Owner.

1.3.4 "**Owner Construction Services Budget**" is comprised of Owner's funds that are budgeted, requested and available for the construction of the Project and is **$12,000,000.00**, including the CM Fee and Cost of Work as further identified below:

Construction Costs	$	TBD
General Conditions	$	TBD
Overhead and Profit (CM Fee)	$	TBD
Preconstruction	$	84,168.00
Unforeseen Conditions	$	TBD
Bond	$	TBD
TOTAL	$	12,000,000.00

1.3.5 "**Contract Amount**" shall mean the following amounts that Owner agrees to pay, or cause to be paid, to the CM for the full and faithful performance by CM of the covenants set forth in this Agreement in accordance with the terms of the Agreement:

1.3.5.1 Preconstruction Phase Services

(a) For all Preconstruction Phase Services provided in Stages I – III, as defined herein, CM shall receive the amount identified in Section 6.3.1.11 below ("**Preconstruction Costs**").

(b) The Preconstruction Costs will be invoiced monthly by CM in accordance with Section 6.3.1.11 below.

1.3.5.2 Construction Phase Services

(a) With respect to the Construction Phase Services to be provided by CM

in Stage IV, as herein defined, Owner shall reimburse CM for the Cost of Work (as that term is defined hereafter), and pay CM a fixed Construction Management Fee of $TBD based on the Cost of Work, excluding stored materials, Reimbursable Costs, retainage, and costs for insurance and bonds, established at the time the GMP is set by the parties (the "**CM Fee**"). The CM Fee shall be the CM's total compensation for all overhead not reimbursable as the Cost of Work, as defined herein, as well as the CM's total profit for Construction Phase Services.

1.3.6 "**Contract Documents**" consist of this Agreement, the Exhibits described herein, and any executed and issued addenda, Change Orders, and amendments signed by Owner. The term "Contract Documents" shall also include all plans and specifications for the construction of the Project ("**Construction Documents**") prepared by the A/E including any revisions, but only after the Construction Documents have been completed by A/E and approved in writing by Owner. Upon Owner's acceptance of CM's GMP Proposal, the Contract Documents will also include the GMP Amendment.

1.3.6.1 Interpretations of conflicts will be based upon the following Contract Documents, which are set forth and ranked in order of precedence:

(a) Duly executed amendments and Change Orders with those of a later date having precedence over those of an earlier date;

(b) The Agreement, not including the Exhibits;

(c) Exhibits to the Agreement; and

(d) All other Contract Documents.

1.3.7 "**Substantial Completion**" means that: (1) the Project is sufficiently completed in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portions thereof for the use for which it is intended as expressed in the Contract Documents; (2) a Certificate of Substantial Completion has been executed and issued by the A/E and CM; and (3) a Certificate of Occupancy has been issued by the permitting authority.

1.3.8 "**Final Completion**" means that all of the following events have occurred: (1) a Certificate of Substantial Completion has been executed and issued by the A/E and CM; (2) within the time provided for in the Agreement, the CM has completed all of the punch list items and corrected all of the deficiencies, and the closeout items enumerated in **Exhibit C** have been completed; (3) a Certificate of Occupancy has been issued for the Project; and (4) the Owner has taken possession of the Project.

1.3.9 "**Contract Time**" shall be established through the GMP Amendment to the Agreement and is defined as the period of time beginning with the commencement of the Construction Work through the date required for Substantial Completion and Final Completion of the Work.

1.3.10 "**Total Project Budget**" means the total cost of the Project including design services, construction services, Owner services (including FF&E and Technology) and all fees and other costs necessary to design, develop and construct the Project.

ARTICLE 2
CM SERVICES

2.1 The CM agrees to provide construction management services while operating within a modified Construction Management at Risk delivery process for the Project as set forth within this Agreement. The modified Construction Management at Risk delivery process includes:

2.1.1 Stage I – District Project Planning

2.1.1.1 The CM agrees to the Project Description and Scope of Work, the Construction Services Budget, the Substantial Completion date and the Project Schedule as set forth herein. The CM further agrees that the site is appropriate and that the Construction Services Budget is adequate for performance of the Work. The CM agrees that the level of quality of the Project is defined through the School District of Manatee County Planning Manual for Schools & Ancillary Spaces (the "**Planning Manual**") and other requirements set forth in the Contract Documents.

2.1.2 Stage II – Project Budget Endorsement

2.1.2.1 The first ranked A/E and CM shall:

(a) Review the Owner's Project Scope, budget, schedule and quality; and

(b) Provide a Letter of Commitment and School Board presentation publicly, if requested, endorsing the Project Scope, budget, schedule and quality as adequate and appropriate.

2.1.2.2 Project Schedule

(a) The CM shall prepare and submit a preliminary Project Schedule for Owner and A/E review and acceptance, which indicates all relevant activities during Stages II, III and IV of the delivery process.

(b) The Project Schedule will serve as the framework for the development of all future detailed schedules and shall be produced and updated monthly throughout the Project.

(c) The Project Schedule shall indicate proposed activities, dependencies, durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of shop drawings, use of samples, and delivery of materials or equipment requiring long-lead time procurement.

(d) The Project Schedule shall also coordinate the CM services, the A/E services and the Owner responsibilities.

(e) If preliminary Project dates provided in the Project Schedule, which have been previously approved, are later found to be inaccurate, the CM will make appropriate recommendations to Owner's Project Director and A/E.

2.1.2.3 CM shall familiarize itself thoroughly with the evolving plans and specifications and shall follow the development of design from Schematic Design through Construction Documents Phase. The CM is not responsible for ascertaining that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, or other regulations. However, if CM discovers a conflict, error or discrepancy in the Contract Documents, including during performance of the Work, CM shall report same to A/E and Owner in writing within five (5) days of discovering same, and before proceeding with the Work affected, shall obtain a written interpretation or clarification from A/E.

2.1.2.4 Construction Cost Estimate

(a) CM shall prepare, for Owner and A/E review and approval, a detailed estimate of Construction Costs ("**Construction Cost Estimate**"), which shows the various elements of the Project and costs for construction of same.

(b) The CM shall update and issue the Construction Cost Estimate at the completion of each Phase of Stage III services, including the submission of the GMP Proposal, as follows:

(1) Phase I Schematic Design – more detail with supporting data

(2) Phase II Design Development – systems selected

(3) Phase III Construction Documents:

i. 50% Drawings – only final details missing and establishment of preliminary GMP

ii. 100% Drawings – issuance of final GMP Proposal

(c) CM acknowledges that an accurate Construction Cost Estimate is critical to Owner's ability to establish and verify its Total Project Budget and, therefore, CM shall work closely with A/E and use its best skill and judgment as a contractor familiar with the construction industry in the locality of the Project in preparing its Construction Cost Estimate.

(d) If Construction Costs and/or any estimate exceed previously approved estimates or the Owner's Construction Services Budget, the CM shall make appropriate recommendations to the Owner and A/E for corrective action and propose value engineering and/or alternates for Owner and A/E consideration.

(e) The Construction Cost Estimate shall be reviewed with the Owner's Project Director and the A/E. Any recommendations and advice by the CM concerning design alternatives or value engineering shall be subject to the approval of the Owner's Project Director and the A/E.

2.1.2.5 Stage III – Project Design and Development

(a) At the completion of Stage III: Phase I – Schematic Design, the CM shall:

(1) Provide a second Letter of Commitment and School Board presentation publicly, if requested, stating that the Schematic Design is in conformance with the Project Scope of Work and that the Owner's:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, have its services terminated in accordance with Article 13. If the Agreement is terminated, Phase I documents become the property of the Owner, which may be used or changed by the Owner, solely for the purpose of completing the Project.

(b) At the completion of Stage III: Phase II – Design Development, the CM shall:

(1) Provide a third Letter of Commitment and School Board presentation publicly stating that with professional assistance and appropriate use of value engineering, the Design Development is in conformance with the Project Scope of Work and that the:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, provide evidence prohibiting the commitment.

(c) The CM shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and A/E a list of possible subcontractors and suppliers that may furnish material or equipment for each principal portion of the Work. The Owner and A/E will reply in writing to the CM if there are any objections to a subcontractor or supplier.

(d) Advertising, Bidding and Awarding of Contracts shall be completed per State Requirements for Educational Facilities (SREF), Section 4.2(2).

(e) At 100% completion of Stage III: Phase III – Construction Documents, the CM shall either:

(1) Provide a detailed GMP less than or equal to the Construction Services Budget; and mobilize construction personnel and proceed with Stage IV – Project Construction; or

(2) Provide a detailed GMP greater than the Construction Services Budget after which the Owner shall grant the CM thirty (30) calendar days from 100% completion of Stage III to return with a GMP less than or equal to the Construction Services Budget.

(f) If the CM returns after thirty (30) calendar days with a GMP that exceeds the Construction Services Budget, at the recommendation of the Superintendent of the School District of Manatee County, the Owner may:

(1) Modify the Construction Services Budget thereby increasing the Total Project Budget without additional cost to the Owner including for A/E fees; or

(2) Terminate the CM Agreement allowing the next ranked construction management firm to provide a GMP within the Construction Services Budget and begin construction. If the CM Agreement is terminated under this section, CM's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination together with any retainage withheld and reasonable termination expenses incurred, but CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

2.1.2.6 Guaranteed Maximum Price (GMP) Proposal

(a) When the Owner determines that the drawings and specifications are 100% complete, the CM shall provide a GMP Proposal.

(b) The GMP Proposal shall include the CM Fee and represent the sum total of all costs associated with completing the Work. The GMP Proposal shall also include an itemized statement of CM's General Conditions expenses for the Project, which, once agreed to by Owner shall be specifically included within the GMP Amendment. The CM's General Conditions expenses are to be paid as the Work progresses with each Application for Payment based on percentage of completion of Work. The itemized statements shall be in form and substance and with such detail as may be required by Owner. General Conditions expenses shall each be line items in the Schedule of Values to be included within the GMP Amendment.

(c) The GMP Proposal shall also include a proposed Construction Schedule, as defined herein, which, once approved, shall be attached to the GMP Amendment.

(d) If the Owner determines the drawings and specifications are not 100% complete and a GMP is required to maintain the Project Schedule, the CM shall provide line items within the GMP Proposal for further development of drawings and specifications by the A/E, which shall not

include changes in scope, systems, materials or equipment.

(e) The GMP Proposal shall include a written statement thoroughly explaining the foundation on which the GMP is based including, but not limited to the following:

(1) A complete list of all drawings and specifications used to prepare the GMP;

(2) All addenda and changes in conditions of the Agreement used to prepare the GMP;

(3) A complete list of Owner provided allowances and a statement explaining the CM's understanding of their use;

(4) The proposed date of an Owner-approved Substantial Completion; and

(5) A detailed list of assumptions, exclusions, allowances and clarifications that were made in preparing the GMP.

(f) The CM shall meet with the Project Director and A/E to review the contents of GMP Proposal. The Owner and A/E shall identify, in writing, all discrepancies in the GMP Proposal and provide same to CM. After receiving the list of discrepancies, the CM shall make the appropriate adjustments to the GMP Proposal for submission to the Owner and the A/E.

(g) The CM shall not incur any reimbursable Construction Costs, as outlined in Article 6, prior to the Owner's acceptance of the CM's GMP Proposal and issuance of a Notice to Proceed.

(h) Upon the Owner's acceptance of the GMP Proposal, the GMP will become an Amendment to the Agreement ("**GMP Amendment**") and establish the Agreement's GMP, Contract Time, and liquidated damages for incorporated phases of work.

(i) The GMP shall include only those taxes enacted at the time the GMP is established.

(j) If the GMP exceeds the Owner's Construction Services Budget, the terms of Sections 2.1.2.5(e)(2) and 2.1.2.5(f) shall apply.

2.1.2.7 Bonds

(a) Within ten (10) business days after the GMP is approved by Owner and CM and before any portion of the Construction Work to be covered by such bonds is commenced, CM shall provide Owner with a Performance Bond and a Payment Bond (together, the "**Bonds**"), in the form prescribed by AIA A312-2017 forms or those forms provided within Section 255.05, *Florida Statutes*, in the amount of one hundred percent (100%) of the total sum of the GMP, the costs of which are to be paid

by CM. The Bonds must comply with the following provisions and must be otherwise acceptable to Owner:

(1) The Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(2) The Bonds must be fully performable in Florida, with service and venue in Manatee County, Florida.

(b) In accordance with the requirements of Section 255.05(1)(a), *Florida Statutes*, CM shall record in the Public Records of Manatee County, Florida, a copy of the Bonds. CM shall deliver to Owner certified copies of the recorded Bonds within ten (10) days of recording of the Bonds but, in any event, before commencing the Work. The proper recording and delivery of such Bonds are conditions precedent to Owner's obligation to make any progress payments to CM hereunder.

2.1.3 Stage IV – Project Construction and Warranty

2.1.3.1 The construction phase shall commence on the earlier of the following:

(a) The Owner's acceptance of the CM GMP Proposal and issuance of the Notice to Proceed, or

(b) The Owner's authorization to the CM to:

(1) Award a subcontract;

(2) Undertake the Work with CM forces; or

(3) Issue a Purchase Order for materials or equipment required for the Work.

2.1.3.2 Construction Schedule

(a) Within thirty calendar (30) days after the receipt of the Notice to Proceed, the CM shall prepare a Construction Schedule and submit the schedule to the A/E and Project Director for approval. The Construction Schedule shall graphically depict the sequence and duration of all activities required to satisfactorily finish the Project. The Construction Schedule shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions.

(b) Following development and approval of the Construction Schedule, CM shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule which shall be submitted to Owner and A/E.

(c) The Project Schedule and the Construction Schedule shall be planned and recorded with a Critical Path Method ("**CPM**") schedule. If requested by Owner or A/E, CM shall furnish any information needed to justify the reasonableness of activity duration. Such information shall include estimated activity manpower, anticipated quantities, and production rates.

(d) If the Construction Schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, Owner may require the CM to submit information or documentation including an updated schedule to describe the CM's plan to complete the remaining Work by the required milestone date.

2.1.3.3 Bidding and Subcontracts

(a) Unless authorized by Owner, all work shall be performed under subcontracts held by the CM. The CM shall not bid any of the subcontractor work or perform such work with its own forces without prior written consent of the Project Director.

(b) The CM shall develop procedures that are acceptable to the Project Director and the A/E for pre-qualification of subcontractors and material suppliers, develop subcontractor interest in the Project and conduct pre-bid conferences with interested bidders to review the bid package documents and Project Schedule approved by the Construction Team.

(c) The CM shall obtain bids from subcontractors and open such bids in the presence of the Construction Team, specifically the Project Director and A/E. The Construction Team will then analyze the bids and deliver such bids to the Project Director and A/E.

(d) The Project Director will determine, with the advice of the CM and subject to the reasonable objection of the A/E, which bids will be accepted and indicate his or her acceptance by signing the bid tabulation form for each work scope.

(e) The CM shall not be required to contract with any firm with whom the Owner has a reasonable objection. The CM shall provide the Owner with the scope sheet(s) indicating the apparent responsive and responsible subcontractor bids.

(f) Equal Employment Opportunity / Non-Discrimination: In performing all services to be provided hereunder, CM shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CM shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. CM shall post in conspicuous places, available to all

employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity Non-Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex or national origin.

2.1.3.4 CM Construction Services

(a) Prior to the commencement of Work, CM may attend a preconstruction conference with Owner and A/E and others, as appropriate for the particular needs of the Project, to discuss the Project Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, CM shall attend any and all meetings convened by Owner or A/E with respect to the Project, when directed to do so by Owner or A/E. CM shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by Owner or A/E.

(b) The CM shall manage, schedule and coordinate the work, including the work of subcontractors and coordinate the work with the activities and responsibilities of the Project Director, A/E and CM in order to complete the Project in accordance with the Owner's objectives of scope, budget, schedule and quality.

(c) The CM shall provide for all job-site facilities necessary to enable the CM, the Project Director, Building Official and the A/E to perform their respective duties.

(d) Supervision and Contractor Representative

i. CM is responsible for supervising, coordinating and performing the Work with such care and skill as would be provided by a contractor with extensive and special expertise in the type of work required under the Contract Documents. CM is responsible for completing the Work so that it complies accurately and completely with the requirements of the Contract Documents.

ii. The CM shall maintain exclusively for this Project sufficient off-site support staff and competent full-time staff at the Project site authorized to act on behalf of CM to coordinate, inspect, provide general direction and direct the Work and progress of the subcontractors. The CM's on-site management and supervisory personnel shall be consistent with the interview presentation and shall not be removed or replaced without the Project Director's consent. The CM's Project Manager, as defined herein, shall have authority to act on behalf of CM. All communications given to the CM Project Manager shall be as binding as if given to CM. The Owner's Project Director shall have the right to direct the CM to

remove any on-site personnel whose performance is unsatisfactory to the Owner. In such event, the CM shall promptly replace such personnel without additional compensation for that replacement.

iii. The CM, in conjunction with the Project Director, shall establish on-site organization and lines of authority to implement the overall plans of the Construction Team.

iv. CM shall establish and maintain lines of authority for its personnel, and shall provide this information to Owner and all other affected parties, such as the code inspectors of any permitting authority, the subcontractors, and A/E. Owner and A/E may attend meetings between CM and its subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of CM to administer the subcontracts.

v. CM shall be responsible to Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to CM.

vi. CM shall develop and maintain a program, acceptable to Owner and A/E, to assure quality control of the Work. CM shall supervise the Work of all subcontractors, providing instructions to each when their portion of the Work does not conform to the requirements of the Contract Documents and CM shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work.

vii. Should a disagreement occur between CM and A/E over the acceptability of the Work, Owner, in its sole discretion, shall have the right to determine the acceptability.

(e) CM shall provide the following job site administration functions during construction to assure proper documentation, including the following:

(1) Job Meetings: CM shall arrange and conduct regular Project status meetings with the Construction Team. CM shall prepare written minutes of job meetings described in this section and deliver copies of such written minutes to Owner and the A/E within five (5) days of each meeting.

(2) PMIS Reports: The CM shall provide a Project Management Information Summary (PMIS) monthly report describing the current cost and payment status of the entire Project. These PMIS reports shall indicate all current encumbrances on and expenditures of the GMP budget. Components of the PMIS are set forth in **Exhibit E**.

(3) Daily Job Logs: The CM shall record the progress of the Work and prepare a daily job log containing a record of weather and CM employees and subcontractors on site including number of workers

and work accomplished. The log shall be maintained at the Project site or electronically and made available to the A/E and the Project Director at all times.

(4) Logs for RFIs, Submittals/Shop Drawings, Etc.: The CM shall maintain a log of Requests for Information (RFIs), submittals and shop drawings, status of the Unforeseen Conditions Fund, potential cost items, and Architect's Supplemental Instructions (ASIs) to be reviewed at each Construction Team meeting who shall act on the disposition of these items. CM shall review and approve shop drawings and other submittals and implement procedures for transmittal to the A/E of such submittals for action, and closely monitor their review process.

(5) Submittals:

i. CM shall carefully examine the Contract Documents including the plans and specifications for the Project, as well as the Planning Manual to determine all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. If requested and/or required by the needs of the Project, CM shall prepare a submittal schedule and shall submit the schedule for Owner and A/E approval. The submittal schedule will be coordinated with CM's Construction Schedule and allow A/E reasonable time to review submittals.

ii. If the Project involves submittals and shop drawings, CM shall carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to A/E for review and action. By submitting shop drawings and other submittals, CM represents to Owner and A/E that CM has: (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(6) Subcontractor Progress: The CM may prepare periodic deficiency logs and punch list logs for subcontractors' work, as the particular needs of the Project requires, including unsatisfactory or incomplete items and schedules for their completion.

(7) Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.

(8) Substantial Completion: The CM shall ascertain when the Work or designated portions thereof are ready for the A/E Substantial Completion inspection after which the CM and A/E will execute and issue a Certificate of Substantial Completion, as required by Owner,

including a list of punch list items to be completed or corrected. From the punch list of incomplete or unsatisfactory items prepared by CM and reviewed and supplemented by A/E, CM shall prepare a schedule for completion of the items indicating completion dates for Owner's review. Substantial Completion will also include the issuance of a Certificate of Occupancy by the permitting authority.

(9) Final Completion: The CM shall monitor the subcontractors' performance on the completion of the Work and provide notice to Owner and the A/E when the Work is ready for final inspection. CM shall secure, review and certify compliance with the Contract Documents and then transmit to Owner, through the A/E, and as an express condition precedent to final payment, all closeout items set forth in **Exhibit C** including required guarantees, warranties, affidavits, releases, consent of surety to final payment, bonds, waivers, manuals, as-built drawings, and maintenance books. Final Completion will also include issuance of a Certificate of Occupancy by the permitting authority and Owner taking possession of the Project.

(f) Safety

(1) CM is responsible for the safety and protection of all persons and property on or about the Project site during the progress of the Work. CM is responsible for protecting from damage or loss all material and equipment to be incorporated into the Work which may be stored off of the Project site.

(2) The CM shall be responsible for initiating, maintaining, implementing and supervising an effective safety program for the Work and requiring similar programs from the subcontractors. OSHA guidelines shall serve as the basis for the safety programs. Copies of the proposed programs shall be distributed to the Construction Team by the CM.

(3) CM shall employ all necessary measures to protect adjoining adjacent property and shall provide barricades, temporary fences and covered walkways required to protect the safety of passersby, local building codes, ordinances or other laws and the Contract Documents.

(4) CM's duties and responsibilities for the safety and protection of the Work and the environment shall continue until such time as the Work is completed and final acceptance by Owner has occurred.

(5) Alcohol, drugs and all illegal substances are strictly prohibited on any Owner property.

(6) At all times CM shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, including all safety and security regulations and requirements, as said regulations and requirements may be modified

or changed by Owner from time to time.

2.1.3.5 The CM shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner shall be afforded access to the CM's records, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and all other data relating to the Project at any and all times during normal business hours upon request by Owner. The CM shall preserve all records and supporting documentation that relate to the Work for a period of three (3) years after final payment, or for longer period as may be required by law. CM shall likewise require all subcontractors to retain all Project records and supporting documentation. The Owner's right to audit, inspect and copy Project records and documentation of CM shall survive completion and/or termination of the Agreement. If at any time, Owner conducts such an audit of CM's records and documentation and finds that CM overcharged Owner, CM shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of twelve percent (12%) per annum). If the Overcharged Amount is equal to or greater than Ten Thousand and No/100 Dollars ($10,000.00), CM shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of CM. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing CM with regard to the Project or under any other agreement between CM and Owner. If such amounts owed CM are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then CM hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of Work.

2.1.3.6 Hazardous Materials and Substances

(a) In the event hazardous materials such as asbestos or polychlorinated biphenyl (PCB) are encountered at the Project site that were not specifically noted in the Construction Documents, the CM shall immediately stop Work in the affected area and shall notify the Owner and the A/E in writing of the suspected material within forty-eight (48) hours of discovering same.

(b) Upon receipt of the CM's notice, the Owner shall obtain the services of a licensed laboratory to determine absence or presence of hazardous substance(s), and in the event such material or substance is found to be present, to remediate, abate, or otherwise remove the hazardous substances.

(c) The Owner shall not be responsible under this Section for hazardous materials or substances the CM brings to the site unless such materials or substances required by the Contract Documents, except to the extent of the CM's fault or negligence in the use and handling of such materials or substances.

(d) CM is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If any chemicals, materials, or products containing toxic substances, as defined by 29 C.F.R. 1910, Subpart Z, or any local, state or federal statutes or regulations, are contained in the products used on site or incorporated into the construction by CM or any of its subcontractors, CM shall maintain on site a Safety Data Sheet for each such product. CM shall indemnify and hold the Owner harmless against the cost and expense Owner incurs: (1) for remediation of a material or substance CM brings to the site and negligently handles, or (2) where CM fails to perform its obligations under this Section, except to the extent that the cost and expense are due to Owner's fault or negligence.

2.1.3.7 Emergencies

(a) CM shall take immediate action to prevent injury to any person and injury to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project site. Property damage includes environmental impacts to the ground, air, and water.

CM shall give A/E and Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if CM believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. CM shall also deliver to Owner and A/E copies of any written notice of violations received by CM or subcontractors within forty-eight (48) hours following notification by the regulatory agency.

(b) If A/E determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order or Amendment shall be issued to document the consequences of the changes or variations. If CM fails to provide the forty-eight (48) hour written notice noted above, CM shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time. CM is obligated to promptly report in writing to Owner all accidents relating to the Work that result in any personal injury or property damage. The notice procedures contained in this Section control over any conflicting notice periods herein.

2.1.3.8 Final Completion

(a) Warranties

(1) CM shall obtain and assign to Owner on a non-exclusive basis all

warranties given to CM by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

(2) The CM warrants to the Owner and A/E that materials and equipment furnished under the Contract Documents shall be of good quality and new unless the Contract Documents require or permit otherwise. The CM further warrants that the Work will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials or equipment not conforming to these requirements may be considered defective. The CM's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the CM, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

(3) Any warranty to be provided will be in such form as is acceptable to Owner and shall not include any exclusions, exceptions or modifications except to the extent approved by Owner in its sole discretion.

(4) In addition to all other rights and remedies available to Owner at law or in equity, including any implied warranties Owner may be entitled to as a matter of law, CM expressly warrants to Owner that it shall promptly correct, upon receipt of written notice from Owner, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by Owner in its sole discretion to present an immediate threat to safety or security, Owner shall be entitled to correct and fix such defective or non-conforming portions of the Work, and CM shall reimburse Owner for all costs and expenses incurred by Owner in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one (1) year (or such longer period of time as may otherwise be specified in the Contract Documents including the Planning Manual) commencing from the date Substantial Completion is achieved. With respect to the correction of any defective or nonconforming Work, CM shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 The Owner shall provide full information, in a timely manner, regarding the requirements of the Project, including a program setting forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems and site requirements.

3.1.1 The Owner shall establish a Total Project Budget that includes the cost of all Design, Construction and Owner Services. The Total Project Budget shall include contingencies

for changes in the work conditions and other costs, which are the responsibility of the Owner.

3.1.2 The Owner shall furnish (unless other provisions are made) the following with reasonable promptness and at the Owner's expense, and the CM shall be entitled to rely on this information:

3.1.2.1 Reports, surveys, drawings and tests concerning the conditions of the site;

3.1.2.2 Surveys describing physical characteristics, legal limitations and utility locations for the project site; and

3.1.2.3 The services of geotechnical engineers when such services are required for site evaluation

3.2 The Owner shall designate a Project Director that will be fully acquainted with the Project and shall define the lines of Owner authority to approve construction budgets and changes in the Project within the Owner approved Scope of Work and Project Budget.

3.3 The Owner shall retain the A/E for design and to prepare Construction Documents for the Project. The duties and responsibilities of A/E are described in the Agreement Between the Owner and the A/E, a copy of which will be furnished to CM. The Agreement between the Owner and A/E shall not be modified without written notification to the CM.

3.4 The Owner's anticipated Sustainable Objectives for the Project are **TBD. Exhibit TBD,** attached hereto and incorporated herein, defines the terms, conditions and services related to the Owner's Sustainable Objectives.

ARTICLE 4
PERMITS, LICENSES, INSPECTIONS AND TAXES

4.1 Code Compliance

4.1.1 A reviewing authority must approve the final Construction Documents for code compliance and issue the appropriate building permit(s) prior to beginning Work. All changes to the Construction Documents shall be reviewed and approved by the same authority.

4.2 Code Inspections

4.2.1 All components of the Project require detailed code compliance and Construction Document inspections during construction including, but not limited to structural, mechanical, electrical, plumbing and general building as well as threshold inspections where required.

4.2.2 The inspecting authority will provide inspection personnel. The Project Director will provide to the CM names, addresses, email addresses, and telephone numbers of the inspecting authorities. The CM shall notify the appropriate inspector(s) no less than 24 hours in advance of the required inspection.

4.2.3 All Work scheduled for inspection shall be ready for inspection and inspected prior to the work being concealed. Work not inspected and not approved prior to concealment shall be revealed for inspection when directed by the Owner of designated inspecting authority.

4.2.4 All costs associated with inspecting prematurely concealed work shall be borne by the CM.

4.3 Taxes

4.3.1 CM shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

4.3.2 CM shall comply with and fully implement the sales tax savings program with respect to the Work.

4.3.3 Direct Purchasing – Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and wishes to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work.

ARTICLE 5
SUBCONTRACTS

5.1 A subcontractor is a person or organization who has a direct contract with the CM to perform specific work at the jobsite. Nothing in the Contract Documents shall create any contractual relationship between the Owner, A/E or any other subcontractor.

5.2 By appropriate written agreement, the CM shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the CM by the terms of the Contract Documents, and to assume toward the CM all obligations and responsibilities which the CM by these documents, assumes to the Owner and the A/E. The CM shall provide the Owner copies of the subcontractor bonds or evidence that bonds have been acquired. All increases and decreases to the Project shall be documented in the bond. CM requested payments for work completed will be withheld until all documentation of bonds is received.

5.3 Requirements

5.3.1 On all subcontracts exceeding $100,000.00 the CM may require subcontractors to provide a 100% performance bond and a 100% payment bond from a surety company authorized to do business in the State of Florida by the Department of Insurance. If the CM wishes to award subcontracts to contractors unable to supply this bonding, CM shall request special authorization from the Owner.

5.3.2 The subcontractor must have successfully completed no less than two projects of similar size and complexity within the last five (5) years unless this requirement is waived by Owner, A/E and CM. Similar projects completed by the subcontractor will be indicated on the scope of work sheet by the CM.

5.3.3 Subcontractor is required to be licensed per Chapter 489 and shall provide proof of licensing prior to start of work. Proof of subcontractor licensure shall be provided electronically to the Owner.

5.3.4 All Subcontracts shall provide:

5.3.4.1 That the Owner will be an additional insured on all insurance policies required to be provided by the subcontractors except workman's compensation and professional liability, if applicable;

5.3.4.2 That all warranties will be assigned directly to Owner;

5.3.4.3 That the Work being performed pursuant to such subcontract be performed in accordance with the requirements and intent of the Contract Documents and provide for retainage as specified within this Agreement;

5.3.4.4 For submission of Applications for Payment in form acceptable to Owner, together with reasonable backup and supporting information and, if requested by Owner, Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond, in the forms required by the Agreement, from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

5.3.4.5 That subcontractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including those dealing with safety (including the Trench Safety Act, Chapter 553, *Florida Statutes*).

5.3.4.6 That the subcontractor will resolve all disputes involving Owner in the same manner as provided in the Agreement;

5.3.4.7 That, upon Owner's request, subcontractor will provide proof of such insurance and additional insured endorsements to Owner;

5.3.4.8 Limitation of Remedy – No damages for delay – that subcontractors' exclusive remedy for delay in the performance of the Work required by the Agreement caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or A/E and claims based on breach of the Agreement or negligence, shall be an extension of Contract Time; and

5.3.4.9 That, in the event of a change in the Work that is performed by Subcontractors or sub-subcontractors, a maximum of fifteen percent (15%) markup shall be permitted for each of the Subcontractors for all overhead and profit on Subcontractor's direct labor and material costs and actual equipment costs as follows: (i) ten percent (10%) markup for that portion of the Work to be performed by a Subcontractor with its own forces; and (ii) ten percent (10%) markup for that portion of the Work to be performed by a sub-subcontractor with its own forces, or any lower tier of subcontractor, plus five percent (5%) for the Subcontractor. The total combined Change Order fee for Subcontractor and all sub-subcontractors shall not exceed fifteen percent (15%). A detailed breakdown, with necessary backup, shall

be provided. Subcontractors, and sub-subcontractors, shall agree that the foregoing constitutes their sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies or claims for increases in the Contract Amount, damages, losses or additional compensation.

ARTICLE 6
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

6.1 **Reimbursable Costs**

6.1.1 In consideration of the performance of the Agreement, the Owner will pay the CM for the following listed items, which shall all be considered as reimbursable costs of work for the Project ("**Reimbursable Costs**"). The CM shall prepare a complete listing of Reimbursable Costs items with appropriate pricing and the agreed upon total of these items shall be included within the GMP for the Project. These items will be billed monthly and will require back up acceptable to the Owner. Any items not listed are subject to approval by the Owner.

6.1.2 List of Reimbursable Costs:

- Wages or salaries of CM's supervisory JOBSITE personnel (excluding those costs identified within Section 6.3.1.6)
- Wages or salaries of CM's administrative JOBSITE personnel (excluding those costs identified within Section 6.3.1.6)
- Wages or salaries of JOBSITE construction workers directly employed by the CM to perform Work (excluding those costs identified within Section 6.3.1.6)
- Site engineering, including layout and grades
- Materials testing
- Security services
- Janitorial services
- Scheduling services
- Drawings and printing costs
- Software costs required for the Project
- Field office trailer, utilities and internet
- Field office supplies and equipment to be transferred to Owner upon Final Completion except for those items that are rented
- Telephones
- Site communications (radios)
- Miscellaneous permits and fees
- Project photos including those requested by Owner
- Postage
- Auto expenses to be determined between CM and Owner based upon the size, scope and duration of the Project
- Project signs, including plaques if applicable
- Personal protective equipment

- On-site and off-site storage containers necessary for Project (i.e. Pod containers, storage facility costs, etc.)
- Temporary fencing
- Temporary roads and walks
- Temporary barricades
- Temporary stairs and landings
- Temporary partitions
- Temporary toilets
- Temporary sanitary lines
- Temporary utilities including power, water, sewer, gas – prior to Substantial Completion
- Drinking water
- Costs for safety requirements
- Temporary water service – prior to Substantial Completion
- Temporary fire protection
- Dewatering and drainage
- Clean-up
- Final cleaning services
- Dumpsters
- Small tools (to be turned over to the Owner at Final Completion of Project except for those items that are rented)
- Equipment maintenance and repair subject to Owner's approval of costs
- Fuel, oil and grease for equipment (not auto expenses) related to the Project
- Freight
- Costs of administration of the direct material purchase ("**DMP**") program
- Rental charges of all necessary machinery and equipment including office equipment used at the site whether rented from the CM or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs
- Cost of labor, material and equipment required for handling, storing, placing and affixing Owner-furnished material and equipment, not DMP items

Total "Not to Exceed" cost of Reimbursable Costs **$ TBD**

6.1.3 Reimbursable Costs shall only be adjusted with prior written approval from the Owner and the CM.

6.2 CM Fee (Overhead and Profit)

6.2.1 The Owner shall pay to the CM the CM Fee as defined in Section 1.3.5.2(a) based on the Cost of Work, which is established at the time the GMP is set by the parties.

6.2.2 The total amount of the CM Fee as set forth in Section 1.3.5.2(a) shall be paid proportionally to the Cost of Work in place, excluding stored materials and less retainage.

6.3 Cost of Work

6.3.1 The Owner shall pay the CM for the following items, which comprise the "**Cost of Work**":

6.3.1.1 Reimbursable Costs per Article 6.1;

6.3.1.2 General Conditions expenses as defined in Section 2.1.2.6(b). Labor costs that are itemized as Reimbursable Costs may be included within General Conditions expenses, whether or not specifically noted as such, and are not to be billed separately as Reimbursable Costs. CM shall promptly report to Owner any occasion in which the labor/payroll rates paid to personnel is lower than the estimated price included within the GMP Amendment related to the General Conditions expenses. Owner reserves the right to audit CM's payroll and CM shall promptly make available to Owner all records necessary for such purpose;

6.3.1.3 Cost of all materials, supplies and equipment incorporated in the Work or stored on the Project site, including transportation and storage thereof. At the Owner's discretion, the Owner will make payments for materials, supplies or equipment stored off-site and bonded;

6.3.1.4 Costs of the subcontractors for their work completed in accordance with subcontracts with the CM;

6.3.1.5 Sales, use, gross receipt, and similar taxes related to the Work imposed by any governmental authority for which the CM is liable;

6.3.1.6 Cost of contributions, assessments or taxes incurred during the performance of the Work for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries or other remuneration paid to employees of CM, are included within the Cost of Work at the blended rate of TBD**%** of wages and TBD**%** of salaries. Unreasonable components of labor burden incurred for the Project (related to wages of CM personnel) as determined by the A/E and Owner including, but not limited to, excessive bonuses, excessive pension/profit sharing costs, excessive retirement costs, club dues, automobile expenses, training/seminars, uniforms and administrative support shall not be reimbursed. Reasonable components of labor burden include payroll taxes (FICA, SUTA, FUTA), insurance (health, life, dental, disability), retirement plan up to 4%, and workers compensation (reimbursement shall be based on the actual rate for each person charged to the Project and shall include modifiers and discounts);

6.3.1.7 Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of 0.635% of the GMP amount or the invoice amount and General Liability insurance will be charged at the rate of TBD **%** of the GMP amount or the invoice amount), which CM is required by the Contract Documents to purchase and maintain and/or CM requires, including cost of Performance and Payment Bonds for subcontractors and/or suppliers. To the extent permitted by applicable law, all premiums for any insurance and bonds required for the Project shall reflect the net actual costs to the CM after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, rebates, refunds, etc. The CM's actual cost for insurance and bonds directly attributable to this Agreement shall be considered to be included within the GMP, but shall not be included in the amount for purposes of calculating the CM Fee, and shall be charged at the actual rate paid by CM, provided that such rate shall

not exceed the amount allocated to these expenses in the GMP. Prior to Final Payment, CM shall procure and/or provide to Owner any and all documentation requested evidencing net actual costs for insurance and bonds for the Project to the CM;

6.3.1.8 Permit fees, licenses, royalties, and deposits lost for causes other than CM's negligence;

6.3.1.9 Costs incurred due to an emergency related to the Project, which affects the safety of persons and property for causes other than CM's negligence;

6.3.1.10 Costs of correction of the Work that are not attributable to negligence or willful or wanton misconduct of CM or subcontractors shall be submitted to the Owner for review and consideration of reimbursement;

6.3.1.11 For all Preconstruction Phase Services as defined herein and including, but not limited to, attending meetings, programming, providing schematic and design development estimates, constructability reviews, pricing alternates and value engineering, prequalifying subcontractors, developing subcontractor bid packages and preparing the GMP, CM shall receive Preconstruction Costs in the amount of 0.35% of the anticipated Construction Cost Estimate as the total compensation for Preconstruction Services. CM shall invoice Preconstruction Costs monthly and such costs shall be based upon the percent completion of the designated portion of the Preconstruction Services for each particular month as determined by Owner and an itemized statement of reimbursable expenses incurred for such month, respectively, and Owner's receipt of CM's written invoice for such payment. CM's invoices shall be in a form reasonably acceptable to Owner and be accompanied by such other information, documentation, and materials as Owner may reasonably require. The final invoice for Preconstruction Services shall not be submitted until either (i) the GMP Amendment is executed for the entire Work but prior to construction starting, or (ii) the parties fail to reach agreement on the GMP Amendment and Owner elects to terminate the Agreement as provided herein, whichever occurs first; and

6.3.1.12 Costs associated with the Investigative Report in the total amount of **$**NA will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

6.3.1.13 Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1 above:

Safety Awards	(to be billed at TBD**%** of the Contract Amount)
General Liability Insurance	(to be billed at TBD**%** of the Contract Amount)
Performance and Payment Bond (CM)	(to be billed at TBD**%** of the Contract Amount)
Builder's Risk Insurance	(to be billed at Invoice Amount)
Preconstruction Costs	(to be billed per 6.3.1.11)

6.4 **Costs Not to Be Reimbursed**

6.4.1 The Cost of Work shall not include:

6.4.1.1 Salaries and other compensation of the CM's personnel stationed at the CM's principal office or offices other than the JOBSITE office;

6.4.1.2 Expenses of the CM's principal office and offices other than the JOBSITE office;

6.4.1.3 Off-site overhead and general expenses;

6.4.1.4 The CM's capital expenses, including interest on the CM's capital employed for the Work; and

6.4.1.5 Special items outlined in **Exhibit F**.

ARTICLE 7
UNFORESEEN CONDITIONS FUND

7.1 The unforeseen condition fund within the GMP shall be 3-5% of the construction cost and shall be used at the discretion of the Owner. Notwithstanding anything to the contrary herein, the fund will be spent only for changes due to unforeseen conditions, Owner requests, alternatives, items initially value engineered that may be able to be added back to the scope of Project and other legitimate costs of the Project. The CM shall maintain a current listing of the unforeseen conditions transactions and it shall be available to the Construction Team at all times. To the extent the amount of Unforeseen Conditions Fund is insufficient to cover the costs of the additional work attributable to the Unforeseen Condition, the Owner may issue a Change Order or Amendment under Article 8 herein to cover any excess costs. Unspent unforeseen condition funds shall be returned to Owner if not used on the Project.

7.2 If a dispute arises in connection with CM's claim of unforeseen conditions, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

ARTICLE 8
CHANGES IN THE PROJECT

8.1 Change Orders and Amendments

8.1.1 The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions. All changes in the Project, which are not authorized expenses under the Unforeseen Conditions Fund under Article 7 herein shall be authorized by Change Order or Amendment and signed by the Owner before the change is implemented. The GMP and the construction completion date will be adjusted only in accordance with an approved Change Order or Amendment. Except in an emergency endangering life or property, no additions, deletions or other revisions shall be made except upon written order of Owner as described herein, and Owner shall not be liable to CM for any increased compensation or adjustment to the completion date without such written order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust

enrichment to the Work, shall be a basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents. All Change Orders and Amendments shall be approved by the Owner. CM agrees to provide, and shall require all Subcontractors to provide, accurate and sufficient cost data to enable Owner to evaluate the appropriate value of all labor, materials and equipment associated with the Change Order including labor by hours and rate, materials, supplies, taxes and insurance and any other reasonable documentation requested by the Owner.

8.1.2 A Change Order or Amendment is a written order to the CM signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, CM's fee, or the construction completion date. Each adjustment in the GMP resulting from a Change Order or Amendment shall clearly identify the amount attributable to the addition, deletion or other revision.

8.1.3 In the event a requested change is approved by Owner that results in either an increase or decrease to the Contract Amount, a Change Order or Amendment shall be issued, which increases or decreases the GMP by the full amount of CM's actual direct and indirect costs including overhead and profit and general conditions that are to be paid to CM and Subcontractors or sub-subcontractors. Such Change Order or Amendment shall be supported by full documentation of all costs in an itemized cost estimate including labor by hours and rate, materials, supplies, taxes and insurance, and any other documentation required to allow Owner to properly evaluate the cost estimate. The costs of such Change Order or Amendment shall be determined in accordance with Section 5.3.4.9 above as it relates to mark-ups for Subcontractors and sub-subcontractors and/or in one or more of the following ways:

8.1.3.1 By mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation by the A/E and Project Director;

8.1.3.2 By unit prices stated in the agreement or subsequently agreed upon;

8.1.3.3 By costs defined in Article 6 and a mutually acceptable fixed or percentage fee; and/or

8.1.3.4 By the method in Article 8.2.

8.2 If the above methods in 8.1.3.1 through 8.1.3.3 are not agreed upon, the CM, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order or Amendment is issued under these conditions, the A/E will establish an estimated cost of the work and the CM shall not perform any work whose cost exceeds that estimate without prior written approval of the Owner.

8.3 Claims for Additional Cost or Time

8.3.1 All claims for additional cost or time shall be made by a request for Change Order or Amendment within fourteen (14) days of the date, or within a time period otherwise agreed to by Owner in writing, the CM knew or reasonably should have known of the circumstance that may, in CM's opinion, be a change to the Project that justifies a Change Order or Amendment. Only delays that are determined to extend the critical path in the Construction Schedule will result in a time extension.

8.4 Minor Changes

8.4.1 The A/E will have authority to order minor changes in the Project not involving an adjustment to the GMP or any extension of the construction completion date and consistent with the intent of the Construction Documents. Such changes shall be effectuated by written approval of the Owner and CM. Documentation of the changes shall be determined by the Construction Team.

ARTICLE 9
DISCOUNTS AND PENALTIES

9.1 All discounts for prompt payment shall accrue to the Owner to the extent the cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the CM. To the extent permitted by applicable law, all trade discounts, rebates and refunds including, but not limited to insurance premiums, and all returns from sale of surplus material and equipment shall belong to the Owner regardless of when issued and shall be credited to the cost of the Project. To the extent that any discounts, rebates and refunds occur or accrue subsequent to Final Completion of the Project, such funds shall be paid to Owner within fifteen (15) days of receipt by CM. All penalties incurred due to the fault of the CM for late payment of the cost of the Project, except, late payments by Owner, will be paid by the CM.

9.2 Savings will be computed as of the date of Final Completion and shall consist of the difference between (1) the GMP (as it may be adjusted in accordance with the terms of the Contract Documents) and (2) the total aggregate sum of the Cost of Work plus the CM Fee paid by Owner and shall accrue to the sole benefit of Owner. A deductive Change Order or Amendment shall be issued reducing the GMP by the amount of such savings. For the avoidance of doubt, any savings obtained may not be moved to the Unforeseen Conditions Fund or be used to offset cost overruns in other items within the GMP without prior written consent of the Owner.

ARTICLE 10
CONTRACT TIME, TIME EXTENSIONS AND LIQUIDATED DAMAGES

10.1 Contract Time and Extensions

10.1.1 CM shall diligently pursue the completion of the Work and coordinate the work being done on the Project by its subcontractors and materialmen, as well as coordinating its work with all work of others at the Project site, so that its work or the work of others shall not be delayed or impaired by any act or omission by CM or anyone for whom CM is responsible or liable.

10.1.2 Should CM actually be obstructed or delayed in the critical path of the prosecution of, or completion of, the Work as a result of unforeseeable causes: (a) beyond the control of CM, (b) not due to CM's fault or neglect, and (c) which could not be avoided by the exercise of reasonable diligence, including: (i) acts of God or of the public enemy, (ii) acts of government, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine regulation, (vii) strikes, (viii) lockouts, or (ix) weather conditions abnormal for the period of time (as defined below) which exceed the aggregate number of days allotted for adverse weather conditions in CM's schedule approved by Owner, CM shall notify Owner and A/E in

writing within five (5) days after the commencement of such delay, unless otherwise agreed to between the parties in writing, which time period shall control over any conflicting time periods specified elsewhere herein, stating the cause or causes thereof, or be deemed to have waived any right which CM may have had to request a time extension therefor. "Abnormal for the period of time" for purposes of this Section means rain or bad weather (e.g. named tropical storms or hurricanes), only when such rain or bad weather is in excess of the ten (10) year average for that specific period of time (from its commencement to its conclusion, as compared with the historical data for that same period) as published by the National Oceanic and Atmospheric Administration for the area where the Project is located.

10.1.3 CM's Construction Schedule shall allow the number of days it deems necessary for rain and bad weather when CM prepares its schedule and not every day of adverse weather conditions abnormal for the period of time shall be grounds for an extension of time. CM and Owner acknowledge that any Project site rain gauge measurements will not be relied upon for determining rain fall amounts. CM shall use commercially reasonable efforts to mitigate the effects of any delays described in this Section so as to minimize any effect on the schedule for completion of the Work.

10.1.4 No Damages for Delay – CM's exclusive remedy for delay in the performance of the Work required by the Agreement caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or A/E and claims based on breach of the Agreement or negligence, shall be an extension of Contract Time. CM expressly acknowledges and agrees that it is not entitled to receive damages for delay. However, if final completion of the Work is materially delayed through no fault of the CM and CM suffers direct costs from such delay, CM may submit a proposed Change Order or Amendment to Owner for consideration.

10.2 Liquidated Damages

10.2.1 It is hereby understood and mutually agreed, by and between CM and Owner, that the Contract Time for completion of the Work indicated in the Contract Documents is a reasonable time period in which to complete the Work and achieve Substantial and Final Completion for the Project.

10.2.2 Time is of the essence in this Agreement. Owner and CM recognize that Owner will suffer financial loss if the Work associated with the Construction Phase is not substantially completed within the time specified in the GMP Amendment, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public and enhance the delivery of valuable education to the public, in Manatee County, Florida.

10.2.3 It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from CM, if CM fails to achieve Substantial Completion of the Work within the required Contract Time. Should CM fail to achieve Substantial Completion of the work within the Contract Time or as otherwise required by the Contract Documents, the Owner shall be entitled to assess as liquidated damages, but not as a penalty, against CM and/or its Surety, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing each calendar day until the actual date of Substantial Completion is achieved.

Contract Amount			Liquidated Damages Per Calendar Day
$1,000	to	$20,000	$100
20,001	to	75,000	200
75,001	to	150,000	500
150,001	to	350,000	750
350,001	to	750,000	800
750,001	to	1,000,000	1,000
1,000,001	to	2,000,000	1,200
2,000,001	to	3,000,000	1,500
3,000,001	to	4,000,000	1,600
4,000,001	to	5,000,000	1,700
5,000,001	to	6,000,000	1,800
6,000,001	to	7,000,000	1,900
7,000,001	to	8,000,000	2,000
8,000,001	to	9,000,000	2,100
9,000,001	to	10,000,000	2,200
10,000,001	to	11,000,000	2,300
11,000,001	to	12,000,000	2,400
12,000,001	and over		2,500

10.2.4 The Liquidated Damages amount per calendar day are fixed and agreed upon by and between the CM and the Owner because of the impracticality and difficulty of ascertaining actual damages the Owner will sustain. It is agreed that the liquidated damages amount per calendar day is adequate to cover damages, which the Owner will sustain by reason of inconvenience, loss of use, loss of monies, and additional costs of contract administration by the A/E and Owner.

10.2.5 Permitting the CM to continue to finish the Work or any part of the Work after time fixed for its completion or after date to which time for completion may have been extended shall in no way constitute a waiver on the part of the Owner of any rights under the Agreement.

10.2.6 Owner may deduct liquidated damages prescribed in this section from any unpaid amounts then or thereafter due CM under the Agreement and any liquidated damages not so deducted shall be payable to Owner by CM upon demand by Owner plus interest from the date of demand at the maximum legal rate of interest until paid.

10.2.7 It is further mutually understood and agreed that Owner's assessment of liquidated damages for delays is intended to compensate Owner solely for CM's failure to substantially complete the Work in the Contract Time and shall not release CM from liability from any other breach of Agreement requirements.

10.2.8 If the liquidated damages set forth herein are deemed unenforceable for any reason, Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of CM's failure to achieve Substantial Completion of the Work.

10.2.9 Liquidated Damages shall be assigned to the CM if punch list items have not been completed within ninety (90) days after Substantial Completion. The value of punch list items shall be determined by the A/E and multiplied by two (2). This value shall be withheld until the item has been completed. In addition, the Owner may obtain the services of others to complete unfinished punch list items after ninety (90) days have

expired. Costs for this work shall be deducted from the CM's final payment. Liquidated Damages for punch list items shall commence on the ninety-first (91st) day after Substantial Completion and accrue until the final Application for Payment has been approved by the A/E. The CM, and its Surety, shall pay to the Owner any sums hereinafter stipulated as fixed, agreed, and liquidated damages for each calendar day of delay until the punch list items are complete.

200% of Estimated Cost To Complete Punchlist			Liquidated Damages Per Day
$1,000	to	$25,000	$100
25,001	to	50,000	125
50,001	to	100,000	150
100,001	to	250,000	175
250,001	to	500,000	200
500,001	to	1,000,000	250
1,000,001	to	2,000,000	300
2,000,001	to	3,000,000	375
3,000,001	to	4,000,000	500
4,000,001	to	5,000,000	625
5,000,001	to	6,000,000	750
6,000,001	to	7,000,000	875
7,000,001	to	8,000,000	1,000
8,000,001	to	9,000,000	1,125
9,000,001	to	10,000,000	1,250
10,000,001	to	11,000,000	1,375
11,000,001	to	12,000,000	1,500
12,000,001	and over		$12.50 per $100,000

10.2.10 "Days" means consecutive calendar days unless a contrary intent is specifically indicated with regard to any reference to the word "days."

10.2.11 The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.

ARTICLE 11
PAYMENTS TO THE CONSTRUCTION MANAGER

11.1 Progress Payments

11.1.1 At the time it submits its GMP Proposal to Owner, CM also shall submit to Owner and A/E, for their review, a GMP Budget Summary, which will become the Schedule of Values and is based upon the GMP Proposal listing the major elements of the Work and the dollar value for each element and, if required by Owner, broken down further into the major elements of the Work to be completed during the various phases of the Work. That revised Schedule of Values, as further revised to reflect the final negotiated GMP amount and as approved by Owner, will be attached to the GMP Amendment and shall be used as the basis for CM's monthly Applications for Payment thereafter. This revised Schedule of Values shall be updated for the current month Change Orders and Amendments and submitted each month to A/E along with a completed and notarized

copy of the Construction Manager's Application and Certificate for Payment ("**Application for Payment**") form attached to the Agreement as **Exhibit A**.

11.1.2 Each month, the CM shall complete and submit to the Owner the sworn, notarized CM Application for Payment attached hereto as in **Exhibit A** together with an updated Schedule of Values and cost reports required under Article 2 and **Exhibit E**, which detail all costs spent, costs accumulated, or costs incurred in completing the Work during the previous period, plus the amount of the CM Fee that is due as provided in Article 6. Owner shall pay CM any undisputed amounts of CM's Application for Payment within twenty-five (25) business days of Owner's receipt of same. General Conditions and/or General Requirements shall be paid based on the percentage of Work completed on site, with the exception of CM's initial Application for Payment which may include reimbursement for Bond costs. Owner shall have the right to verify and substantiate any amounts listed within the CM's Application for Payment. Five percent (5%) retainage, or the maximum allowed by applicable law, shall be held on all payments; however, when approved by the Owner, certain suppliers and subcontractors may be paid the entire amount due at the Owner's discretion. At the Owner's discretion, the Owner may pay CM the entire amount due without holding retainage for the CM's General Requirements, the CM's Fee, Insurance and Bond Costs. Owner reserves the right, at its sole discretion, to reduce or release any portion of such retainage prior to final payment; provided, however, nothing in this Section shall preclude or limit Owner's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law. Any reduction or release of retainage, or portion thereof shall not be a waiver of (i) any of Owner's rights to retainage in connection with other payments to CM, or (ii) any other right or remedy that Owner has under the Contract Documents, at law or in equity. Upon request, CM shall provide Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond, in the form required by the Owner.

11.1.3 In addition to the CM certifications set forth in the Application for Payment form attached as **Exhibit A**, the CM's submission of each Application for Payment to Owner shall also constitute a representation by CM to Owner that: (1) there are no liens or claims outstanding or known to exist at the date of the Application for Payment; (2) duly executed waivers and releases have been obtained from all subcontractors and suppliers for work done and materials furnished through the date of payment; and (3) such Application for Payment has not been front-end-loaded either by CM or by any of its subcontractors or suppliers (including placing a value on a line item that is in excess of its cost, increasing unit prices on early completed items while decreasing unit prices on later completed ones, and/or inflating the percentage of completion on line items).

11.1.4 All Applications for Payment to the Owner must be submitted to the Project Director at the address identified herein. Payments to CM shall in no way imply approval or acceptance of CM's work.

11.2 Payments to Subcontractors

11.2.1 The CM shall promptly, within 10 days after receipt of payment from the Owner, pay all the amount due subcontractors less a retainage of five percent (5%), or the maximum retainage amount allowed by applicable law, based on the CM's evaluation of the subcontractor's acceptable performance. If there should remain items to be completed, the CM and A/E shall list those items required for completion and the CM shall require the retainage of a sum equal to two times the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of

completing any unfinished items likewise listed separately. Thereafter, the CM shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-builts have been submitted and instructions for the Owner's operating and maintenance personnel is complete.

11.2.2 To the extent a subcontractor has not completed the work in accordance with the Construction Documents (or CM disputes the subcontractor's invoice or pay request in good faith) and the CM notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute, the CM may withhold the disputed portion of the payment. Should the CM withhold any payment to a subcontractor, the CM shall provide a weekly report to the Owner listing all outstanding payments to subcontractors. Upon request, the CM shall return the disputed payment to the Owner and CM shall provide a credit to the costs of the Project in the CM's next Application for Payment in the amount of any interest earned on any such disputed payment.

11.2.3 Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval by the Owner, CM and A/E.

11.3 Final Payment to CM

11.3.1 Final Payment constituting the unpaid balance of the Cost of the Project and the CM's fee, shall be due and payable after the Owner has accepted occupancy of the Project, provided that the Project be then finally completed, that the CM has verified by its signature that it has completed all items specified on the attached **Exhibit C**, and that this Agreement has been finally performed. However, if there should remain work to be completed, the CM and the A/E shall list those items prior to the CM receiving final payment. The Owner may retain a sum equal to two times the estimated cost of completing any unfinished work and a portion of the CM's retainage, provided that said unfinished items are likewise listed separately. Thereafter, Owner shall pay to the CM, monthly, the amount retained for each incomplete item after each of said items is completed.

11.4 Payment requests shall be processed and paid in accordance with Part VII, Chapter 218, *Florida Statutes*, known as the Florida Prompt Payment Act, and the terms of this Agreement.

11.4.1 The parties shall develop a single list of items (or if the Project relates to construction of more than one building or structure or is multi-phased, a list of items for each building, structure or Project phase) required to render complete, satisfactory, and acceptance of the construction services. The parties shall specify a process for developing the list, including the responsibilities of Owner and CM in developing and reviewing the list and a reasonable time for developing the list:

11.4.1.1 For construction projects having an estimate cost of less than $10 million, the list shall be developed within thirty (30) calendar days after reaching Substantial Completion; or

11.4.1.2 For construction projects having an estimated cost of $10 million or more,

the list shall be developed within thirty (30) calendar days, or, if extended by agreement between the parties, up to sixty (60) calendar days after reaching Substantial Completion of the construction services.

11.4.2 The list of items shall be delivered within five (5) days after the list has been developed and reviewed in accordance with the sections listed above.

11.4.3 The Final Completion date shall be at least thirty (30) days after the delivery of the list of items. If the list is not provided to the CM by the agreed upon date for delivery of the list, the Contract Time for Final Completion must be extended by the number of days the Owner exceeded the delivery date. However, damages may not be assessed against the CM for failing to complete the Project within the time required by the Agreement unless the CM failed to complete the Project within the Contract Time as extended within this Section.

11.4.4 The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the CM to complete all of the construction services under the Agreement.

11.4.5 Upon completion of all items on the list, the CM may submit a payment request for all remaining retainage withheld by the Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Agreement, the Owner may continue to withhold up to 150 percent (150%) of the total costs to complete such items.

11.4.6 All items that require correction under the Agreement and that are identified after preparation and delivery of the list remain the obligation of CM as defined within the Agreement.

11.4.7 Warranty items or items not included in the list of items may not affect the final payment of retainage as provided herein or as provided in the Agreement between the CM and subcontractors and suppliers.

11.4.8 Should the Owner fail to comply with its duties to develop the list required herein within the time limitations, the CM may submit a payment request for all remaining retainage withheld by the Owner and payment of any remaining undisputed Contract Amount, less any amount withheld pursuant to the Agreement for incomplete or uncorrected Work, must be paid within twenty (20) business days after receipt of a proper invoice or Application for Payment.

11.4.9 If Owner provides CM within written notice specifying the failure of CM to meet the contract requirements in the development of the list of items to be completed, the Owner is not required to pay or process any Application for Payment for retainage if the CM has, in whole or in part, failed to cooperate with Owner in the development of the list or to perform its duties under the Agreement with regard to the development of the list or if there are items requiring correction that are identified after the preparation and delivery of the list (that will remain the obligation of the CM).

11.5 Payments for Materials and Equipment

11.5.1 Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Owner on each occasion.

ARTICLE 12
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

12.1 Indemnity

12.1.1 To cover to the fullest extent permitted by law, the CM shall indemnify, and hold harmless the Owner, the A/E, the A/E consultants, and agents and employees of any of them from and against all claims, damages, losses, expenses, penalties, demands, judgments, actions, proceedings, losses or costs, including reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of the Agreement by CM or arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, expense, direct or consequential damages, or economic loss is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions, recklessness, or intentional wrongful misconduct of the CM, a Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Section.

12.1.2 In any and all claims against the Owner, the A/E, the A/E consultants, and agents and employees of any of them by any employee of the CM, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CM or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

12.1.3 CM's indemnification obligations including those specified within this Section, shall be deemed to fully comply with Section 725.06, *Florida Statutes*, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of the Agreement is determined not to be in compliance with Section 725.06, *Florida Statutes*, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that CM's indemnification obligations comply fully with Section 725.06, *Florida Statutes*, including any amendments, in all respects. CM's indemnification obligations in the Agreement are in addition to and not in lieu of any common law indemnification to which any of the indemnified parties are entitled.

12.1.4 The Owner shall cause any other CM who may have a contract with the Owner to perform construction installation work in the area where work will be performed under this Agreement, to agree to indemnify the Owner and the CM and hold them harmless from

all claims for bodily injury and property damage (other than property insured under this Agreement) that may arise from the CM's operations. Such provisions shall be in a form satisfactory to the CM.

12.2 CM Insurance

12.2.1 During the term of the Agreement or for such longer period as specified in the Contract Documents or required by applicable law, CM shall provide, pay for, and maintain the types of insurance described herein by an insurance company duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida. The CM shall not commence any construction Work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the CM allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The procuring of required policies of insurance shall not be construed to limit CM's liability or to fulfill the indemnification provisions and requirements of the Agreement.

12.2.2 If any insurance provided pursuant to the Agreement expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by Owner, copies of the renewal policies and applicable additional insured endorsements, shall be furnished to Owner fifteen (15) calendar days prior to the date of expiration. CM shall also notify Owner, in a like manner, within two (2) days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CM from its insurer, and nothing contained herein shall relieve CM of this requirement to provide notice.

12.2.3 Owner shall retain the right to review, at any time, coverage, form, and amount of insurance. Should at any time CM not maintain the insurance coverages required in the Agreement, Owner may cancel the Agreement and any Amendments issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge CM for such coverages purchased. If CM fails to reimburse Owner for such costs within thirty (30) calendar days after demand, Owner has the right to offset these costs from any amount due CM under the Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under the Agreement.

12.2.4 Certificates of Insurance

12.2.4.1 CM shall deliver to Owner properly executed Certificate of Insurance forms and required additional insured endorsements in form acceptable to Owner, evidencing the fact that CM has acquired and put in place the insurance coverages and limits required hereunder. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the Department of Construction Services. The Certificate(s) shall be dated and show:

(a) The name of the insured CM, the specific job by name and number, the name of the insurer, the number of the policy, its effective date, and its termination date;

(b) Statement that the Insurer will mail notice to the Owner and a copy to the A/E at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy;

(c) Certificates of Insurance shall be in the form as approved by Insurance Services Office (ISO) and such Certificate shall clearly state all the coverages required within this Agreement; and

(d) The Owner shall be named as additional insured on the CM's commercial general liability, excess or umbrella liability and builder's risk policy or policies.

12.2.5 The acceptance by Owner of any evidence of the insurance coverages and limits required by the Agreement, including any Certificate of Insurance, policy or additional insured endorsement, does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the evidence of insurance comply with the requirements of the Agreement.

12.2.6 All insurance policies required by the Agreement shall include the following provisions and conditions by endorsement to the policies:

12.2.6.1 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by CM to meet the requirements of the Agreement shall name The School Board of Manatee County, Florida, as that name is defined herein, as an additional insured as to the operations of CM under the Contract Documents. The Owner shall be listed as an additional insured for claims caused in whole or in part by the CM's negligent acts or omissions for which loss occurs during completed operations. The additional insured language shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. The term "**The School Board of Manatee County**" shall include the Manatee County Public Schools, the Manatee County School Board, a body corporate, the School District of Manatee County and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members, officers and employees thereof in their official capacity, and/or while acting on behalf of the Manatee County School Board.

12.2.6.2 All insurance coverages of CM shall be primary to any insurance or self-insurance program carried by Owner applicable to the Agreement, and the "Other Insurance" provisions of any policies obtained by CM shall not apply to any insurance or self-insurance program carried by Owner applicable to the Agreement.

12.2.6.3 Insurance requirements itemized in the Agreement and required of CM shall be provided on behalf of all subcontractors to cover their operations performed under the Agreement. CM shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

12.2.7 <u>Worker's Compensation Insurance</u>

12.2.7.1 During the life of this Agreement, the CM shall take out and maintain Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CM shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CM. Such insurance shall comply with the Florida Worker's Compensation Law and include the effects of all discounts, modifiers and rebates. In case any class of employees engaged in hazardous work under this Agreement at the Project site is not protected under the Worker's Compensation statute, the CM shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

12.2.8 CM's General Liability and Property Damage Insurance

12.2.8.1 During the life of this Agreement, the CM shall take out and maintain Comprehensive General Liability Insurance as shall protect the CM from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by CM or by anyone directly or indirectly employed by CM.

12.2.8.2 The general liability insurance shall be written on an "occurrence" basis, shall be maintained by CM and shall provide coverage for claims including (1) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person; (2) personal injury and advertising injury; (3) damages because of physical damage to, or destruction of, tangible property, including the loss of use of such property; (4) bodily injury or property damage arising out of completed operations; and (5) CM's indemnity obligations under the Agreement.

12.2.8.3 The general liability insurance shall provide "XCU" (explosion, collapse, underground damage) coverage for those classifications in which they are excluded, Broad Form Property Damage Coverage, Products and Completed Operations Coverages, and Contractual Liability Coverage designed to protect the CM for contractual liabilities assumed by the CM in the performance of this Agreement to the extent covered by a standard Insurance Standards Office (ISO) General Liability policy. Completed Operations coverage must be maintained by CM for not less than five (5) years following completion and acceptance by Owner of the Work performed by CM.

12.2.8.4 The general liability insurance shall not contain an exclusion or restriction of coverage for claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured and there would otherwise be no coverage for the claim; claims for property damage to the CM's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arise was performed by a subcontractor; and claims related to roofing if the Work involves roofing. Coverage shall not eliminate the subcontractor exception to "damage to your work" exclusion.

12.2.8.5 The amount of such general liability insurance shall be minimum limits as follows:

CM Comprehensive General Liability Coverage, Bodily Injury and Property Damage	$1,000,000 each Occurrence Combined Single Limit

Insurance clauses for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

12.2.9 Automobile Liability Insurance

12.2.9.1 During the life of this Agreement, the CM shall take out and maintain automobile liability insurance as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Automobile Liability Coverages, Bodily Injury and Property Damage	$100,000 Each Occurrence Combined Single Limit

12.2.10 Subcontractor's General Liability and Property Damage Insurance

12.2.10.1 During the life of the subcontracts, the CM shall require each of its subcontractors to procure and maintain insurance of the type specified above or insure the activities of its subcontractors in the CM's policies in an amount that is appropriate for the work to be performed.

12.2.11 Owner's and Construction Manager's Protective Liability Insurance

12.2.11.1 The CM shall procure and furnish, as a cost of the Project, an Owner's and CM's Protective Liability Insurance Policy with the following minimum limits:

Bodily Injury Liability and Property Damage Liability	$1,000,000 each Occurrence Combined Single Limit

12.2.12 Umbrella Liability Insurance or Excess Liability Insurance

12.2.12.1 During the life of this Agreement, the CM shall take out and maintain umbrella liability or excess liability insurance. Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein. The amount of such umbrella liability or excess liability insurance shall be minimum limits as follows:

Excess Liability, Umbrella Form	$3,000,000 each Occurrence Combined Single Limit

12.2.13 Builder's Risk Coverage

12.2.13.1 During the life of this Agreement, the CM shall take out and maintain a "Builder's Risk Policy" completed value form as a cost of the Project, issued to provide coverages on an "all risk" basis including theft and stored materials. This coverage shall not be lapsed or cancelled because of partial occupancy by the Owner prior to Substantial Completion of the Project. The policy shall have a deductible in an amount acceptable to the Owner and that meets the industry standards and any losses not covered by insurance shall be paid by the Owner out of unforeseen conditions and the Owner shall be listed as an additional insured. Builder's Risk coverage may be waived by the Owner on existing schools, sites or campuses.

12.3 Waiver of Subrogation

12.3.1 The Owner and the CM waive all rights against each other, for damages caused by perils covered by insurance provided under Article 12 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and CM as trustees. The CM shall require similar waivers from all subcontractors and their subcontractors.

12.3.2 The Owner and CM waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The CM shall require similar waivers from all subcontractors and their sub-subcontractors.

12.3.3 The Owner waives subrogation against the CM on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

12.3.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 13
TERMINATION

13.1 Termination by the CM

13.1.1 If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government other than the Owner, such as a declaration of a national emergency making materials unavailable, through no act or fault of the CM, upon seven (7) days written notice to the Owner, terminate this Agreement and request payment for all work executed, the CM Fee earned to date, and for any proven loss sustained upon any materials, equipment tools, construction equipment, and machinery, demobilization, restocking and cancellation expenses incurred by the CM associated with early termination of the Work.

13.2 Owner's Right to Perform CM's Obligations and Termination by Owner for Cause

13.2.1 If the CM fails to perform any of its obligations under this Agreement including any obligation it performs with its own forces, the Owner may, after seven (7) days without correction, produce a written notice to the CM allowing fourteen (14) days to cure the problem. If during the 14-day period, the CM fails to perform such obligations and make good such deficiencies, the CM's Fee shall be reduced by the cost required to cure the deficiencies.

13.2.2 If the CM is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls forty-five (45) days or more behind schedule), which has been adopted by the Construction Team, or if it fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise materially breaches a provision of the Agreement or the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the CM and its surety, if any, seven (7) days written notice, during which period CM fails to cure the violation, terminate CM's right to proceed under the Agreement in whole or in part and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 16. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed the CM for subcontract work).

13.2.3 If the CM refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by the CM in conjunction with this Agreement, then the Owner may, without prejudice to any right or remedy and after giving the CM and its Surety, if any, seven (7) days written notice, during which period CM still fails to allow access, terminate the employment of the CM and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 7. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed to the CM for subcontract work).

13.3 Termination by Owner Without Cause

13.3.1 If the Owner terminates this Agreement without cause, CM's recovery against Owner shall be limited to the unpaid portion of the Contract Amount earned through the date of termination, together with any withheld retainage. The Owner shall also pay the CM fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of the Agreement, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the CM has previously undertaken or incurred in good faith in connection

with said Project. The CM shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the CM under such obligations or commitments. CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

13.3.2 After the establishment of the GMP or at the completion of Stage III or any time thereafter, if the final cost estimates or a change in funding makes the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the CM its proportionate CM Fee due in accordance with Article 6 plus any costs incurred pursuant to Articles 7 and 8. CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

ARTICLE 14
ASSIGNMENT, GOVERNING LAW, CLAIMS AND DISPUTE RESOLUTION

14.1 Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties to the Agreement.

14.2 Neither the Owner nor the CM shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

14.3 This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida, without regard to its choice of law provisions.

14.4 Claims and Disputes

14.4.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

14.4.2 Initial notice of Claims by CM shall be made in writing to Owner and A/E within seven (7) calendar days after the first day of the event giving rise to such Claim or else CM shall be deemed to have waived the Claim. Written supporting data shall be submitted to Owner and A/E within thirty (30) calendar days after the occurrence of the event, unless Owner grants additional time in writing, or else CM shall be deemed to have waived the Claim.

14.4.3 CM shall proceed diligently with its performance as directed by Owner, regardless of any pending Claim, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments of undisputed amounts due in accordance with the Contract Documents during the pendency of any Claim.

14.4.4 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should

either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Section 44.102, *Florida Statutes*.

14.5 Litigation

14.5.1 Any litigation between Owner and CM (which term for the purposes of this Section shall include CM's surety), whether arising out of any Claim or arising out of the Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and CM each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. The exclusive venue of any such litigation between Owner and CM shall lie and be only in the appropriate State courts of the State of Florida's Twelfth Judicial Circuit in and for Manatee County, Florida. CM consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

14.5.2 In the event of any Claim or dispute arising out of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees (including fees for determining the amount of fees due) at all levels, including at trial, on appeal, and in bankruptcy and post-judgment proceedings.

14.6 Waiver of Claims for Consequential Damages

14.6.1 The CM and Owner waive Claims against each other for consequential damages arising out of or relating to this Agreement. The mutual waiver includes: (1) damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the CM for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

ARTICLE 15
FORCE MAJEURE, FIRE OR OTHER CASUALTY

15.1 Force Majeure

15.1.1 Delays in any performance by any party contemplated or required hereunder due to: fire, flood, earthquake or hurricane, acts of God, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, or any law, order, proclamation, regulation or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated and without the fault or negligence of the party seeking excuse from performance, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure, the date for performance required or contemplated by this Agreement shall be extended by the number of calendar days such party is actually delayed in such Substantial Completion.

15.1.2 The party seeking excuse for nonperformance on the basis of Force Majeure shall promptly give written notice to the Owner, if with respect to the CM, or to the CM, if with respect to the Owner, specifying its, actual or anticipated duration, and weekly thereafter, if such delay shall be continuing, written notice stating whether the condition continues and giving its actual or then anticipated duration. Each party seeking excuse from nonperformance on the basis for Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

15.2 Casualty: Actions by Owner and CM

15.2.1 During the construction period, if the Project, or any part thereof, shall have been damaged or destroyed, in whole or in part, the CM shall promptly make proof of loss and Owner and CM shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction.

15.2.2 The CM shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses and other changes, including normal and ordinary compensation to the CM, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications.

15.2.2.1 Within fifteen (15) days following satisfaction of the express conditions described in subsections (a), (b) and (c) below, CM covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content and general appearance as prior to such loss or damage:

(a) Receipt by the Owner or the Trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction; and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;

(b) Written agreement executed by the CM and the Owner, by amendment to this Agreement or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Amount necessitated thereby, including any required amendment to the GMP; and

(c) Final approval by the Owner of the Project plans and specifications for such repair or reconstruction and issuance of any required building permit.

15.3 Approval of Plans and Specifications

15.3.1 The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is

economically feasible, and will restore the Project, or the damaged portion thereof, to be substantially the same condition as prior to such loss or damage and such plans and specifications conform to the applicable laws, ordinance, codes and regulations. Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the CM as a result of such loss or damage shall be used solely for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

15.4 Notice of Loss or Damage.

15.4.1 CM shall promptly give Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by CM will increase the GMP or extend the date of Substantial Completion, then expectations of CM as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage, which the CM determines, will not affect the GMP or date of Substantial Completion will be reported to the Owner and A/E within five (5) days and associated corrective actions will be undertaken without delay.

ARTICLE 16
SPECIAL PROVISIONS

16.1 Prohibition Against Contingent Fees

16.1.1 By signing this Agreement, the CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for this firm to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for this firm any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

16.2 Employment Eligibility Verification ("E-VERIFY")

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

E-Verify Number 142880.

16.3 Truth-In-Negotiation

16.3.1 In compliance with the Consultants' Competitive Negotiation Action, Section 287.055, *Florida Statutes*, by signing this Agreement, the CM certifies that wage rates and other factual unit costs supporting the compensation to be paid under this Agreement are accurate, complete and current as of the date of this Agreement. It is further agreed that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which it is determined the contract prices was increased due to

inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

16.4 Compliance with Jessica Lundsford Act

16.4.1 The School District of Manatee County and the State of Florida requires all CMs and subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Sections 1012.465 and 1012.32. Information on JLA requirements and how to comply can be accessed at: https://www.manateeschools.net/Page/6689.

16.5 Sovereign Immunity

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

16.6 Custodian of Public Record

IF THE CM HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Public Records Custodian, 215 MANATEE AVENUE W., BRADENTON, FL 34205 (941) 708-8770, publicrecords@manateeschools.net.

16.6.1 The CM must comply with public records law and specifically:

16.6.1.1 Keep and maintain public records required by Owner to perform the service.

16.6.1.2 Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that complies with Chapter 119, *Florida Statutes*, or as otherwise provided by law.

16.6.1.3 Ensure that public records in the CM's possession 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 contract term and following completion of the Agreement if the CM does not transfer the records to the Owner.

16.6.1.4 Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the CM, as the term "public records" is defined within Chapter 119, *Florida Statutes*, or keep and maintain public records required by the Owner to perform

the service. If the CM transfers all public records to the Owner upon completion of the Agreement, CM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CM keeps and maintains public records upon completion of the Agreement, the CM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

16.7 Public Entity Crime Information Statement

16.7.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CM, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any contract in violation of this section shall be voidable by the Owner.

16.8 Compliance with Laws

16.8.1 CM agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including those dealing with safety (including the Trench Safety Act, Chapter 553, *Florida Statutes*). If CM observes that the Contract Documents are at variance therewith, it shall promptly notify Owner and A/E in writing.

16.9 No Waiver

16.9.1 The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. Waiver by Owner of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Agreement. No approval, consent or waiver by Owner shall be effective unless it is in writing and then only to the extent specifically stated.

16.10 Severability

16.10.1 Should any provision of the Agreement be determined to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

16.11 Notices

16.11.1 All notices, consents, or approvals required or permitted to be given under the terms of the Agreement shall be in writing and shall be sent by: (1) FedEx or other nationally recognized overnight air courier service, postage prepaid, for next business day delivery, and (2) by email correspondence to the respective parties set forth below in this section, as applicable. Notice given in accordance with this Section shall be effective on the first business day after having been delivered to a nationally recognized overnight air courier service, such as FedEx, for "next business day" delivery in each case addressed to the respective party at the address for notice specified in this Section below.

16.11.2 Notices, consents or approvals required or permitted to be given to Owner shall be delivered to Owner at:

Project Director
Jeff Medwetz
Department of Construction Services
1 Matzke Way
Attention: Jeff Medwetz
Email: MedwetzJ@manateeschools.net

16.11.3 Notices, consents or approvals required or permitted to be given to CM shall be delivered to CM at:

Wharton-Smith, Inc.
2525 Bobcat Village Center Road, #105
North Port, FL 34288
Attention: Tom Iarossi
Email: tiarossi@whartonsmith.com

16.11.4 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONSTRUCTION MANAGER:

By: _____
(Corporate Secretary Signature)

By: _____
(Corporate Vice President Signature)

_____

Tom Iarossi
(Corporate Vice President's Name)

As Witnessed:

Johnny Santos

Wharton-Smith, Inc.
(Name of Corporation)

(Corporate Seal)

WHARTON-SMITH, INC. CORPORATE SEAL FLORIDA 04/02/1984

DATE: 12/19/2022

*** Signatures Continue on Next Page ***

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form:

_____ Project Director

_____ Director

_____ Deputy Superintendent

Approved As to Form and Legality:

_____ General Counsel

_____ Superintendent of Schools

_____ School Board Chairman

_____ Witness

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____
Owner: School District of Manatee County Request #: _____
Department of Construction Services Period ending: _____
Project Director: _____
Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director:_____ Date: _____

By DCS Director:_____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
TBD		

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: 3951539865

Project Name: Walter E. Miller SSC Renovation

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	Jeff Medwetz
SBMC Project Assistant	Tina Lundy
Architect	OCI Associates, Inc.
Consulting Engineers	TBD
Structural Engineer	TBD
Mechanical Engineer	TBD
Electrical Engineer	TBD
Construction Manager	Wharton-Smith, Inc.
SBMC Instructional Member	Nancy Schwanemann
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:

A. Renovation & Remodeling to include evaluation and possible replacement of:
   1. Roof Systems
   2. Mechanical, Electrical/Lighting, & Plumbing Systems
   3. Interior Finishes
   4. Building Envelope (Walls Systems, Window/Door Systems)
   5. Technology Infrastructure
   6. Campus Safety/Security
   7. Life Safety Systems (Fire Alarm, Fire Protection)
   8. Site Conditions (Paving, Storm Water)

Wharton-Smith, Inc.
CONSTRUCTION GROUP

November 28h 2022

School District of Manatee County – Construction Services
Jeff Medwetz
1 Matzke Way, Building 7
Bradenton, FL 34208

Re: Preconstruction Services: Walter E Miller School Support Center - Renovation

Jeff,

Wharton-Smith, Inc. is pleased to submit our proposal for the preconstruction services for the Walter E Miller School Support Center Renovation project. Within the enclosed documents, you will first find a narrative detailing our scope of work as it pertains to the preconstruction phase of the project. This narrative provides an outline of the services we intend to provide in conjunction with the design team during the early stages of the project to ultimately bring it to the point of construction. Our approach is to first develop a cost model estimate based on the current set of available documents and site visits, and then transition into a GMP effort upon approval of the initial estimate costs.

Additionally, we have attached a fee spreadsheet summarizing the associated project costs necessary to support the preconstruction efforts. The spreadsheet details and includes all the Construction Manager related administration costs during the development of the project-program, coordination efforts in walking the existing conditions, developing the design, and all costs ultimately necessary to provide the Guaranteed Maximum Price.

Our entire team is excited about the opportunity to demonstrate our exceptional preconstruction and construction related talents to you and your colleagues. We look forward to being considered your Construction Management team and business partner for this venture and are fully committed to making the project a success in every way. We appreciate the opportunity and are eager to commence management services soon.

Sincerely,

Tom Iarossi
Vice President

In today's market with unprecedented cost escalation and extended material delivery lead times, it is important to "Design to Budget." The Preconstruction process engages the owner, designers, construction manager and trade partners to ensure all parties are developing a project that meets the owner's program, budget, and schedule. Our entire Preconstruction process is open book and transparent to ensure the success of your project.

Many of the projects we deliver are under the Construction Manager at Risk form of delivery, whereby we provide Preconstruction services during the design development stage to ensure the project is "Designed to Budget." The following is meant to serve as an outline of the intended Preconstruction services we will provide during the design development process of the Walter E Miller Renovation project.

KICK OFF INITIAL PHASE

Based on the existing as-built and record Documents, Wharton-Smith will work with the design team to establish the necessary renovation aspects to hit the program goals. Once established, we will then prepare a Cost Estimate based on our understanding of the scope of the project, project narratives and Owner requirements. Initially, the estimate will include cost data from our project experience of ongoing and completed projects. We have an extensive project cost database that is kept current by actively pricing and managing projects daily.

Through multiple collaborative team meetings, we will work to ensure all parties understand and concur with the overall understanding of the project's intent and scope of the work at this stage. Value engineering in the form of a checklist of cost saving items will also commence at this time to capture the greatest value of potential savings. The estimate for the initial design will be assembled following various site visits and program evaluation meetings, then be presented to the team for review and approval.

COST MODEL ESTIMATE DEVELOPMENT

The constructability review and value management process identify areas where significant contributions can be made to reduce costs, accelerate the schedule, and enhance the project's value.

We accomplish this through:

- Meetings/discussions with the client, architect/engineer, and consultants.
- Multiple site visits to examine existing conditions
- Establishment of criteria for the different schemes.
- Regular project meetings to discuss ideas and suggestions.
- Discussing alternatives with the specialty contractors
- Researching current market trends

We believe constructability reviews and value management to be an integral part of the overall project approach and subsequently these are review measures that will be implemented throughout the course of the preconstruction process. After the cost model phase, we view value management to be a refinement tool since much of the project's scope and program has been established by this time.

Wharton Smith, working closely with the project team, evaluates alternatives and subsequently makes recommendations based on:

- First and Life-Cycle Costs
- Quality/Durability
- Constructability

- Schedule/Material availability
- Maintenance/Operation Considerations

In conjunction with the client and the consultants, Wharton-Smith will review the design of the project on a continuous basis to ensure it is the most cost-effective and is consistent with the project goals. In all cases, Wharton-Smith will look for possibilities to improve quality, expedite schedules and optimize costs. In the case of the Walter E Miller Renovation, it is at this stage we will also incorporate feedback from the Owner and specific end-users to develop a schedule that will work around the daily event schedule in an overall effort to disturb the operations of the existing facility as little as possible.

Wharton-Smith will also work to further define the project schedule and milestone dates at this time to realistically assign budgets based on future industry trending relative to anticipated purchase and completion of scope. Costs will be evaluated against Wharton-Smith's cost database derived from benchmarking and recent projects. These benchmarking efforts are continuously updated and adjusted for escalation, material delivery challenges and construction activity within our local marketplace.

During this phase, we will have developed the schedule to the point whereby we will recommend early bid packages if required to meet the long lead demands of the schedule. We will also develop a list of Prequalified Subcontractors for review by the team in anticipation of Invitations to Bid at the GMP stage.

CONSTRUCTION DOCUMENT PHASE / GUARANTEED MAXIMUM PRICE GMP

When the design reaches the Construction document stage and is ready to be bid to our subcontracting partners, we will commence our GMP bidding procedures. Wharton-Smith, Inc. will begin bidding procedures by coordinating with the Owner group to determine the date, time and place of bid opening, and any scheduled subcontractor pre-bid meetings and/or pre-bid walkthroughs.

An ITB, Instructions to Bidder's will be provided to subcontractors so they understand the requirements of the project. These instructions will include any specific owner requirements, project logistics, an outline schedule, major trade scopes of work, a sample subcontract, safety, and quality requirements.

Wharton-Smith, Inc. will utilize www.isqft.com, our online plan room, to directly solicit selected prequalified subcontractors, by emailing Invitations to Bid including information on how to access the bidding documents. **Wharton-Smith, Inc. will work with your Project Representative to develop the bidder's list and include all subcontractors and material suppliers that you would like to invite.**

The Owner's Project Representative is welcome to be present at the time of the bid opening and shall witness the receipt and tabulation of all bids. Wharton-Smith, Inc. will provide the Owner's Project Representative with the final bid tabulation from bid day.

All information regarding solicited subcontractors and responses received, including the identification of the responses found to be from the lowest, responsible, responsive bidder, will be summarized in the Subcontractor Bidder Report in the GMP. We will coordinate with the major low responsive subcontractors to ensure they have complete scope and fully understand the project.

The GMP, Guaranteed Maximum Price document will include the Summary of Costs, a detailed analysis of all the subtrades scopes and pricing, copies of all the subcontractor's bids, a breakdown of the General Conditions and General Requirements. Also included will be the project schedule, Assumptions and Qualifications, and a listing of all the project documents.

By following this process, we have ensured the success of hundreds of projects. "Design to Budget" is how we start the Design Development process and how we finish with the Guaranteed Maximum Price.

Wharton-Smith, Inc.
CONSTRUCTION GROUP

PRECONSTRUCTION SERVICES WORKSHEET
Walter E Miller School Support Center - Renovation
School District of Manatee County

November 28th 2022

DESCRIPTION	HOURS PER TASK BY POSITION					LABOR TOTALS		TOTAL
	Precon	Estimator	Project	Project	Scheduler	Hrs	$	
Conceptual Estimate								
Conduct utilities evaluation	2	0	0	0	0	2.00	190.06	
Verify permit requirements	1	0	0	0	0	1.00	95.03	
Attend conceptual design meeting(s)	2	0	0	0	0	2.00	190.06	
Develop preliminary project schedule	1	0	0	0	16	17.00	1,638.41	
Analyze program vs Owner's budget	4	1	0	0	0	5.00	456.56	
Adjust program vs Owner's budget	8	2	0	0	0	10.00	913.13	
Develop cost model estimate	24	40	0	0	0	64.00	5,338.38	
VE workshop	20	4	0	0	0	24.00	2,206.38	
Evaluate Owner's budget vs conceptual estimate	24	8	0	0	0	32.00	2,892.27	
Conceptual milestone report	16	2	0	0	0	18.00	1,673.38	
Conceptual milestone review & approval	2	0	0	0	0	2.00	190.06	
Conceptual Phase subtotal						177.00	15,784	15,784
Design Development Estimate								
Document DD review comments	2	2	1	0	0	5.00	440.83	
Establish submittal procedures	2	0	4	2	0	8.00	728.79	
Quality control program implementation	6	0	12	0	0	18.00	1,744.88	
Cash flow program	4	0	4	0	10	18.00	1,736.30	
Attend CD design meeting	5	8	12	8	0	33.00	2,850.02	
Update design schedule	8	12	8	0	0	28.00	2,460.67	
Update project schedule	9	8	4	0	0	21.00	1,858.37	
Update master schedule	6	8	4	0	0	18.00	1,573.28	
Review phasing plans with operations personnel	6	8	4	0	0	18.00	1,573.28	
Constructability Review	4	4	2	0	0	10.00	881.67	
Review long lead items vs construction documents	4	4	0	0	0	8.00	685.89	
Analyze DD comments for budget	12	15	0	0	0	27.00	2,286.99	
Update budget from DD review	8	8	8	0	0	24.00	2,154.90	
VE workshop	0	0	0	0	0	0.00	0.00	
Develop CD estimate	12	12	0	0	0	24.00	2,057.66	
Develop estimate solutions if budget over runs	8	16	0	0	0	24.00	1,983.30	
CD milestone report	8	12	8	0	0	28.00	2,460.67	
CD milestone review & approval	8	0	4	0	0	12.00	1,151.81	
Design Development Phase subtotal						324.00	27,665	27,665
Guaranteed Maximum Proposal (GMP)								
Document cost model estimate review comments	2	1	0	0	0	3.00	266.50	
Develop bidders' construction schedule	0	0	0	0	40	0.00	3,858.44	
Constructability review	8	8	4	8	0	28.00	2,351.99	
Analyze cost model estimate comments for budget	2	2	0	0	0	4.00	342.94	
Update budget from cost model estimate document review	8	8	0	0	0	16.00	1,371.78	

Wharton-Smith, Inc.
CONSTRUCTION GROUP

PRECONSTRUCTION SERVICES WORKSHEET
Walter E Miller School Support Center – Renovation
School District of Manatee County

November 28th 2022

DESCRIPTION	HOURS PER TASK BY POSITION					LABOR TOTALS		TOTAL
	Precon	Estimator	Project	Project	Scheduler	Hrs	$	
Develop GMP estimate	16	20	0	0	0	48.00	3,049.31	
Develop estimate solutions if budget over runs	12	12	0	0	0	32.00	2,057.66	
Discuss & approve GMP estimate	4	4	2	0	0	10.00	881.67	
Prepare sub-contract bidding documents	16	16	8	0	0	40.00	3,526.68	
Develop procedure for dissemination of bids	8	8	0	0	0	16.00	1,371.78	
Prepare detailed scope packages & documents	12	12	0	0	0	48.00	2,057.66	
Conduct pre-bid conferences	4	4	4	0	0	12.00	1,077.45	
Manage issuance of addenda	4	4	0	0	0	8.00	685.89	
Receive and analyze bids	30	36	8	0	0	88.00	6,385.93	
Document bidders VE items	4	6	0	0	0	10.00	838.77	
Incorporate bidders VE into documents	4	6	0	0	0	10.00	838.77	
Recommend award of contracts	2	4	0	0	0	6.00	495.83	
Participate in negotiation of final contracts	24	0	24	0	0	48.00	4,630.13	
Bid & purchase long lead items	24	0	24	0	0	48.00	4,630.13	
GMP Phase subtotal						475.00	40,720	40,720
TOTALS	400	325	149	18	66	976	84,168	84,168

AGENDA ITEM NO. 19.2

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of Walter E. Miller School Support Center - Renovation - Agreement Between Owner and OCI Associates, Inc., in the Amount of $75,000.00

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and OCI Associates, Inc. to provide architectural and engineering services for the Walter E. Miller School Support Center Renovation project. At the October 11, 2022 Board Meeting, the Board authorized Staff to negotiate architectural and engineering services with the number one ranked firm, OCI Associates, Inc. The project scope will include upgrades to the mechanical, electrical, plumbing, life safety, security, and building envelope systems, along with finish upgrades and renovation and remodeling of select spaces. The design scope of work shall be divided into three separate phases: The project Analysis Phase, Construction Documentation and Specification Phase, and Construction Administration Phase. Proposed is the fee for the Project Analysis Phase, with the full fee to be submitted once the project scope is fully determined.

Walter E. Miller School Support Center Renovation Summary Sheet is attached for reference and shows the Capital Budget noted below approved for this project by the Board on September 6, 2022.

This project is included in the Educational Plant Survey.

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 Walter E. Miller School Support Center - Renovation - Agreement between Owner and OCI Associates, Inc., in the amount of $75,000.00.

Financial Impact
The fee for architectural and engineering services is $75,000.00. This fee is included in the total project Capital Budget allocation of $16,700,600.00. **This project is funded by Capital Outlay funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Walter E. Miller SSC Renovations Summary Sheet
Walter E. Miller SSC Renovations AE Agreement

Walter E. Miller School Support Center Renovations

PROJECT DIRECTOR: Jeff Medwetz

ARCHITECT/ENGINEER: OCI Associates, Inc. Selected through the Request for Qualifications process
CONSTRUCTION MANAGER: Wharton-Smith, Inc. Selected through the Request for Qualifications process
BUILDING OFFICIAL: TBD

PROJECT BUDGET: $16,700,600.00 9/6/2022 Original Capital Budget

HISTORY: Constructed in 1989, this facility houses the Administrative Offices for the School District of Manatee County. Work previously completed includes the 2002 Heating, Ventilation and Air Conditioning (HVAC) and Exterior Water Proofing Modifications; 2003 Chiller Replacement; 2004 Generator Replacement; 2010 Computer Room HVAC Controls Upgrade; and the 2018 installation of Building Standby Power Generator System, Data Center HVAC, and Data Center UPS.

SCOPE: The project scope will include but is not limited to the upgrades to the mechanical, electrical, plumbing, and life safety systems, security and building envelope systems along with the finish upgrades, renovation and remodeling of select spaces.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: Yes

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	October 11, 2022	Approved	Selection Process
Agreement:	$ 75,000.00	January 10, 2023	Pending	Architectural / Engineering Services
TOTAL	$ 75,000.00			

CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	October 11, 2022	Approved	Selection Process
Agreement:	$ 84,168.00	January 10, 2023	Pending	Pre-Construction Services
TOTAL	$ 84,168.00			

BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg.	$ -			
Agreement:	$ -			
TOTAL	$ -			

OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Easements:	$ -			
Utility Connections:	$ -			
Utility Agreements:	$ -			
Interlocal Agrmts:	$ -			
TOTAL	$ -			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES
AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER

SBMC CONTRACT NO:	CON#
PROJECT NAME AND LOCATION:	Walter E. Miller School Support Center - Renovations Manatee County, Florida
PROJECT DESCRIPTION AND SCOPE OF WORK:	The project scope will include upgrades to the mechanical, electrical, plumbing, life safety, security, and building envelope systems along with finish upgrades and renovation and remodeling of select spaces. The scope of work shall be divided into three separate phases: The project Analysis Phase; Construction Documentation and Specification Phase; and Construction Administration Phase. Proposed is the fee for the Project Analysis Phase with the full fee to be submitted once the project scope is fully determined. (hereinafter, the "Scope of Work"). Exhibits A through D, further defining the Scope of Work, are attached hereto and incorporated herein by reference.
TOTAL PROJECT BUDGET:	The Total Project Budget is **$16,700,600.00** and is comprised of the following:

1. Design Services	$ 1,269,400.00
2. Construction Services	$ 12,000,000.00
3. Owner Services	$ 2,956,200.00
4. FF&E and Technology	$ 475,000.00
TOTAL PROJECT BUDGET:	$ 16,700,600.00

START DATE (NOTICE TO PROCEED):	TBD
SUBSTANTIAL COMPLETION:	TBD
FINAL COMPLETION:	TBD
ARCHITECT/ENGINEER ("**A/E**"):	OCI Associates, Inc. 9728 Commerce Center Court Fort Myers, FL 33908 Office: (239) 454-5117 Email: amir@associates.com
CONSTRUCTION MANAGER ("**CM**"):	Wharton-Smith, Inc. 2525 Bobcat Village Center Road, #105 North Port, FL 34288 Office: (941) 621-4723 Fax: (941) 288-0371 Email: tiarossi@whartonsmith.com

AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER

THIS AGREEMENT is made this 11th day of January in the year 2023 by and between the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA ("**Owner**") and the **OCI ASSOCIATES INC., 9728 COMMERCE CENTER COURT, FORT MYERS, FLORIDA 33908, Federal Tax ID Number 20-1073645, Architect License Number PE42619**, authorized to do business in the State of Florida ("**A/E**"), for A/E to perform architectural, engineering and/or other professional services described herein for the design and construction of: Renovations located at Walter E. Miller School School Support Center (the "**Project**"). The Owner and the A/E, for the consideration set forth herein, agree as follows:

ARTICLE 1
RELATIONSHIP OF PARTIES, EXTENT OF THE AGREEMENT AND DEFINITIONS

1.1 The Construction Team

1.1.1 The CM, the Owner and the A/E comprise the Construction Team and shall work together from the start of Project planning through Final Completion and be available thereafter to the extent additional services are required.

1.1.2 The A/E shall provide leadership to the Construction Team on all matters relating to design.

1.1.3 The CM shall provide leadership to the Construction Team on all matters relating to construction.

1.2 The A/E

1.2.1 The A/E shall provide Owner with professional architectural and other professional services described herein in all phases of the Project to which this Agreement applies. All services to be provided by A/E pursuant to this Agreement shall be in conformance with the Scope of Work described herein and within **Exhibits A – D**.

1.2.2 The A/E accepts a relationship of trust and confidence established by the Owner and this Agreement. The A/E represents to Owner that it has expertise in the type of professional services that will be required for the Project. A/E agrees to provide its services using its professional skill and judgment, to use its best efforts to complete the Project in the most expeditious and economical manner consistent with the Owner's interest, and to work with the Owner and the CM to further the interests of the Owner.

1.2.3 A/E shall be acting as an independent contractor at all times during the Project and no provision in the Agreement shall create an employment or agency relationship between the parties.

1.2.4 A/E agrees to cooperate with CM with respect to CM's delivery of services to Owner. A/E agrees to incorporate, whenever practicable and consistent with good design, and after Owner's written approval, all suggestions or recommendations timely made by CM with respect to the Project design.

1.2.5 A/E agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Manatee County, Florida, including all licenses required by the respective state boards and other governmental

agencies responsible for regulating and licensing the professional services to be provided and performed by A/E pursuant to this Agreement.

1.2.6 A/E agrees that, when the services to be provided pursuant to the Agreement relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, A/E shall employ and/or retain only qualified personnel to provide such services.

1.2.7 A/E agrees that its services provided pursuant to this Agreement shall be subject to Owner's reasonable review and approval. A/E agrees to comply, at its own expense, with all federal, state and local laws, applicable statutes, ordinances, codes, administrative orders, rules, regulations including utility regulations, local and state fire marshal requirements and the Florida Building Code, as well as the requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by A/E including, but not limited to, any interlocal agreements between Owner and Manatee County. In the event of any conflicts in these requirements, A/E shall promptly notify Owner of such conflict in writing and utilize its best professional judgment to resolve the conflict. Nothing in this Agreement shall be construed to eliminate A/E's responsibility for compliance of its design, its documents and its services with applicable local, state and federal statutes and regulations and applicable professional practice standards. Owner's approval of the design documents in no way relieves A/E of its obligation to deliver complete and accurate documents necessary for successful construction of the Project.

1.2.8 Any Contract Documents, as defined herein, prepared or furnished by A/E that contain errors, conflicts or omissions will be promptly corrected by A/E at no additional cost to Owner. A/E shall promptly notify Owner in writing of any discovered discrepancies, inconsistencies, or missing information necessary to provide reasonably accurate and complete documents. If CM reports to A/E any conflicts, errors or discrepancies in the Contract Documents, including during construction, A/E shall provide a written interpretation or clarification of the Contract Documents within a reasonable time period so as to not delay the Project.

1.2.9 A/E shall be responsible for obtaining and thoroughly and carefully reviewing all surveys and geological reports with respect to the Project including those reports obtained and/or provided by Owner. A/E's design documents shall be consistent and coordinated with the information set forth in all such surveys and geological reports. In the event A/E has any questions or concerns about the contents of any such surveys or reports, A/E shall notify Owner in writing within ten (10) days of A/E's receipt of any such surveys or geological reports. A/E and Owner will attempt to mutually resolve any such questions or concerns.

1.2.10 A/E agrees, for both itself and all of its Consultants, to comply with all of Owner's rules and regulations with respect to safety and security at Owner's facilities as such rules and regulations may be modified and amended by Owner from time to time.

1.2.11 Key representatives for the A/E are shown on **Exhibit A** and shall not be revised without the written approval of the Owner such approval not to be unreasonably withheld. The A/E representatives who are designated are authorized and responsible to act on behalf of A/E with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. By execution of this Agreement acknowledges that the key representatives identified on **Exhibit A** have full authority to bind and obligate A/E on all matters arising out of or relating to this Agreement.

1.2.12 A/E Consultants

1.2.12.1 The services to be performed pursuant to this Agreement shall be performed by the A/E and A/E's consultants identified in **Exhibit A** ("**Consultants**") unless otherwise authorized in writing by Owner. The employment of, contract with, or use of the services of any other person or firm by A/E, as independent consultant or otherwise, shall be subject to the prior written approval of Owner. No provision of this Agreement shall, however, be construed as constituting an agreement between Owner and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against Owner beyond such as may otherwise exist without regard to this Agreement. Notwithstanding the foregoing, Owner shall enjoy the same benefits and rights as to A/E's Consultants as A/E enjoys with respect to A/E's Consultants and all of A/E's agreements with A/E's Consultants shall be in writing, signed by both parties and shall include the following provision: "Owner is intended to be an express, recognized third-party beneficiary of this Agreement."

1.2.12.2 Should Owner terminate this Agreement with A/E, Owner shall, upon Owner's request, obtain assignment of those of the Consultant's agreement(s) with a different A/E elected by Owner. Each of A/E's agreements with the Consultants shall specifically provide that Owner shall only be responsible to the Consultants for those obligations of A/E that accrue subsequent to Owner's exercise of its right to take an assignment of such agreement. Each of A/E's agreements with Consultants shall require or provide that: (a) nothing in the Contract Documents will create a contractual relationship between Owner and the Consultant unless Owner elects to accept contingent assignment of the agreement as provided herein, and (b) the Consultant shall resolve all disputes involving Owner in the same manner as provided in Article 13 below.

1.2.12.3 At Owner's request, A/E shall provide to Owner copies of all of A/E's agreements with A/E's Consultants.

1.2.12.4 A/E shall be responsible to Owner for the acts and omissions of A/E's employees and Consultants arising out of or resulting from the performance of services hereunder including those that that do not conform to the A/E's standard of care, would constitute a breach of this Agreement if the act or omission were committed by A/E, or are otherwise wrongful or unlawful.

1.3 Extent of Agreement

1.3.1 This Agreement is complementary to the drawings, specifications, conditions of the contract (General, Supplementary and other Conditions, if applicable), recordings of presentations and interviews (including the content of the audio/visual oral presentation made to the Professional Selection Committee), and, together with them, comprises the full and entire Agreement between the Owner and the A/E and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions or other documents for construction.

1.3.2 No modification or amendment to the Agreement shall be valid or binding upon the Owner and the A/E unless in writing and executed by the parties intending to be bound by it.

1.3.3 The headings contained within this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such articles, sections, paragraphs, schedules, exhibits and/or attachments hereto.

1.3.4 The Owner and A/E acknowledge they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party, regardless of who is responsible for its preparation. The remedies granted to Owner in the Agreement are cumulative and not in limitation of any other rights and remedies of Owner at law or in equity.

1.3.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

1.3.6 All representations and covenants of the parties shall survive the expiration of the Agreement. All of A/E's representations and indemnifications made in or required by the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment to A/E for its services and termination or completion of the Agreement.

1.3.7 This Agreement shall not be recorded.

1.3.8 Where necessary to the context hereof, the singular shall include the plural and the plural shall include the singular and any one gender may include any other gender.

1.4 Definitions

1.4.1 "**Owner**" means The School Board of Manatee County, Florida, as represented by the Department of Construction Services and its Project Director.

1.4.2 "**Project Director**" means the person designated by the Owner's Department of Construction Services to provide direct interface with the A/E and the CM regarding Owner's interests and responsibilities. The Project Director shall have authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to the Project.

1.4.3 "**Owner Construction Services Budget**" is comprised of Owner's funds that are budgeted, requested and available for the construction of the Project and is **$ 12,000,000.00**, including all CM fees and costs of the work as further identified below:

Construction Costs	$	TBD
General Conditions	$	TBD
Overhead and Profit	$	TBD
Pre-Construction	$	84,168.00
Unforeseen Conditions	$	TBD
Bond	$	TBD
TOTAL	$	12,000,000.00

1.4.4 "**Total Project Cost**" is comprised of the actual costs for all design services, construction services, Owner services and all fees and other costs necessary to design, develop and construct the Project and is **$16,700,600.00**.

1.4.5 "**Contract Documents**" consist of the agreement between the Owner and the CM (the "**CM Agreement**"), the exhibits described therein, and any executed and issued addenda, Change Orders, and amendments signed by Owner. The term "Contract Documents" shall also include all plans and specifications for the construction of the Project ("**Construction Documents**") prepared by the A/E including any revisions, but only after the Construction Documents have been completed by A/E and approved in writing by Owner. Upon Owner's acceptance of CM's proposal for the Guaranteed Maximum Price (the "**GMP Proposal**"), the GMP will become an Amendment to the Agreement ("**GMP Amendment**") and will become a part of the Contract Documents and shall establish the Agreement's GMP, Contract Time and liquidated damages for incorporated phases of work.

1.4.5.1 Interpretations of conflicts will be based upon the following Contract Documents, which are set forth and ranked in order of precedence:

(a) Duly executed amendments, Change Orders, Addenda and Architect Supplemental Instructions ("ASIs") with those of a later date having precedence over those of an earlier date;

(b) The CM Agreement, not including the Exhibits;

(c) Exhibits to the CM Agreement; and

(d) All other Contract Documents with those of a later date having precedence over those of an earlier date.

1.4.6 "**Substantial Completion**" means that: (1) the Project is sufficiently completed in accordance with the Contract Documents so that the Owner can occupy or utilize the work or designated portions thereof for the use for which it is intended as expressed in the Contract Documents; (2) a Certificate of Substantial Completion has been executed and issued by the A/E and CM; and (3) a Certificate of Occupancy has been issued by the permitting authority.

1.4.7 "**Final Completion**" means that all of the following events have occurred: (1) a Certificate of Substantial Completion has been executed and issued by the A/E and CM; (2) within the time provided for in the CM Agreement, the CM has completed all of the punch list items and corrected all of the deficiencies, and the closeout items enumerated within the CM Agreement have been completed; (3) a Certificate of Occupancy has been issued for the Project; and (4) the Owner has taken possession of the Project.

1.4.8 "**Contract Time**" shall be established through the GMP Amendment to the Agreement and is defined as the period of time beginning with the commencement of the construction work through the date required for Substantial Completion and Final Completion of the work.

1.4.9 "**Business Day**" shall mean all days of the week excluding Saturdays and Sundays and all legal holidays observed by Owner. For provisions within the Agreement that require a certain action within a specified time period, the Owner and A/E may mutually agree to a different time period depending on the circumstances of the particular Project.

1.4.10 "**Total Project Budget**" means the total cost of the Project including design services, construction services, Owner services (including FF&E and Technology) and all fees and other costs necessary to design, develop and construct the Project and is **$16,700,600.00**.

ARTICLE 2
COMPENSATION

2.1 Lump Sum Architect/Engineering Fee

2.1.1 The Owner agrees to pay the A/E as compensation for its services as described in Article 3 the amount of **$ 75,000.00** (the "**A/E Fee**") to be paid per Article 8, which is comprised of the following:

Program Assessment Services		**$75,000.00**
OCI Associates (Prime/MEP)	$30,000.00	
Architectural	$25,000.00	
Building Envelope	$20,000.00	
Basic Services (includes Structural and MEP services)		**TBD**
Civil Engineering		
Civil	$	
Landscaping	$	
Permitting	$	
Surveys	$	
Total Civil Engineering Services		**TBD**
Authorized Additional Services		
CRM/SPECS	$	
FLEET/LCCA	$	
Acoustical	$	
Food Service	$	
Total Authorized Additional Services		**TBD**
Total A/E Fee		**$75,000.00**

2.2 Other Additional Services

2.2.1 Any additional services beyond the Scope of Work as described in Article 4 and authorized by the Owner in accordance with the Agreement ("**Other Additional Services**") are to be paid as mutually agreed between the A/E and the Owner by lump sum or a multiple of payroll costs.

2.2.2 Other Additional Services defined in Article 4 that are to be paid as a multiple of actual payroll costs shall be based upon the actual cost of salary or wages paid directly to personnel engaged on the projects as set forth in **Exhibit C**. The multiple applied to actual cost covers overhead, profit and all fringe benefits, including all applicable taxes. The multiples shall be mutually agreed between the Owner and the A/E as follows:

2.2.2.1 Architect: ____

2.2.2.2 Civil Engineer: ____

2.2.2.3 Structural Engineer: ____

2.2.2.4 Mechanical, Electrical & Plumbing Engineer: ____

2.2.2.5 Landscape Architect: ____

2.2.2.6 Other: ____

2.3 Reimbursable expenses as defined in Article 7.

ARTICLE 3
A/E SERVICES

3.1 Time

3.1.1 Services to be rendered by A/E shall be commenced subsequent to the execution of this Agreement and upon written "Notice to Proceed" from Owner for all or any designated portion of the Project and shall be performed and completed in accordance with the terms of this Agreement. Upon Owner's acceptance of the Schematic Design Documents, the Owner and A/E shall mutually agree upon a Design Schedule for the performance of A/E's services and timing of A/E's deliverables as required pursuant to the terms of this Agreement. The Design Schedule shall include allowances for periods of time required for Owner's review, for review by the CM if required, and for approval of submissions by the authorities having jurisdiction over the Project. With Owner's written approval, A/E shall adjust the Design Schedule, if necessary, as the Project proceeds until the commencement of construction. Time is of the essence with respect to the performance of this Agreement.

3.1.2 Should A/E be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of A/E, not due to its own fault or neglect, and which could not be avoided by the exercise of reasonable diligence, including: (1) acts of God or of the public enemy, (2) acts of government, (3) fires, (4) floods, (5) epidemics, (6) quarantine regulation, (7) strikes, and/or (8) lockouts, then A/E shall notify Owner in writing within seven (7) business days (unless Owner expressly agrees in writing to a longer period of time) after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which A/E may have had to request a time extension.

3.1.3 Except as provided within Article 4 or elsewhere in the Agreement, no interruption, interference, inefficiency, suspension or delay in the commencement or progress of A/E's services from any cause whatsoever, including those for which Owner may be responsible in whole or in part, shall relieve A/E of its duty to perform or give rise to any right to damages or additional compensation from Owner. Except as provided within Article 4 or elsewhere in the Agreement, A/E expressly acknowledges and agrees that it shall receive no damages for delay. A/E's sole remedy, if any, against Owner will be the right to seek an extension of time to perform its services; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision.

3.1.4 A/E acknowledges that timely delivery of A/E's deliverables required under this Agreement and timely responses to questions, required revisions to Contract Documents, submittals, and requests for information ("RFIs") or clarification, is critical to the Project. A/E's actions in reviewing and responding to the items described within this Section shall

be taken in accordance with the timeframes specified in this Agreement, or in the deliverable or submittal schedule approved by Owner or, in the absence of a timeframe specified in this Agreement or an approved schedule, with reasonable promptness, but in no event more than five (5) business days after A/E's receipt of the question, submittal, RFI, or request for clarification or revisions to Contract Documents.

3.2 CM at Risk Delivery Process

3.2.1 The A/E agrees to provide professional design and construction administration services while operating within a modified Construction Management at Risk delivery process for the Project as set forth within this Agreement.

3.2.2 Stage I – District Project Planning

3.2.2.1 By entering into this Agreement, the A/E agrees to the Project description, the Total Project Budget, the Substantial Completion date and the Project Schedule as set forth herein.

3.2.2.2 A/E shall review Owner's program documents, including the School District of Manatee County Planning Manual for Schools & Ancillary Spaces (the "**Planning Manual**"), Owner's design objectives and constraints including evaluation of energy efficient design alternatives, space requirements, capacity and performance requirements, any budgetary limitations not addressed with the Scope of Work, and other requirements set forth in the Contract Documents, to ascertain the requirements of the Project and shall agree that it will meet the design requirements set forth therein. The A/E agrees to assist the Owner in developing revisions to the Planning Manual, as necessary, that incorporate standard construction concepts, techniques and building materials. The A/E shall develop Educational Specifications in conjunction with the Owner.

3.2.2.3 The A/E agrees that the Project is necessary, the site is appropriate and that the Project can be designed and successfully constructed within the limits of Owner's Construction Services Budget and Owner's program constraints.

3.2.3 Stage II – Project Budget Endorsement

3.2.3.1 The first ranked A/E and CM shall:

(a) Review the Owner's Project Scope, Total Project Budget, Project Schedule and level of quality required; and,

(b) Provide a Letter of Commitment and School Board presentation publicly, if requested, endorsing the Project Scope, Total Project Budget, Project Schedule and level of quality required as adequate and appropriate.

3.2.3.2 Monthly Reports

(a) During Stage II and until the Notice to Proceed to the CM is issued, and not later than the first of each month therein, the A/E shall submit to the Owner a complete and descriptive status report and a forecasted design and development completion schedule.

(b) The A/E shall take minutes of all meetings held with the Owner and CM during Stage II and through issuance of a Notice to Proceed to the CM and shall provide copies of the minutes to the Owner and CM within ten (10) calendar days following such meetings or prior to the next scheduled meeting.

3.2.3.3 Project Schedule

(a) The CM will prepare and submit a preliminary Project Schedule for Owner and A/E review and acceptance, which indicates all relevant activities during Stages II, III and IV of the delivery process.

(b) The Project Schedule will serve as the framework for the development of all future detailed schedules and the CM shall produce and update the Project Schedule monthly throughout the Project.

(c) The Project Schedule shall indicate proposed activities, dependencies, durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of shop drawings, use of samples, and delivery of materials or equipment requiring long-lead time procurement.

(d) The Project Schedule shall also coordinate the CM services, the A/E services and the Owner responsibilities.

(e) If preliminary Project dates provided in the Project Schedule, which have been previously approved, are later found to be inaccurate, the CM will make appropriate recommendations to Owner's Project Director and the A/E.

3.2.3.4 Construction Cost Estimate

(a) The CM shall prepare, for Owner and A/E review and approval, a detailed estimate of Construction costs ("**Construction Cost Estimate**"), which shows the various elements of the Project and costs for construction of same. A/E shall work closely with CM in the CM's preparation of the Construction Cost Estimate.

(b) The CM will update and issue the Construction Cost Estimate at the completion of each Phase of Stage III Services, including the submission of the GMP Proposal, as follows:

(1) Phase I Schematic Design – with more detail with supporting data

(2) Phase II Design Development – with systems selected

(3) Phase III Construction Documents:

i. 50% Drawings – only final details missing and establishment of preliminary GMP; and

ii. 100% Drawings – issuance of final GMP Proposal

(c) The Construction Cost Estimate shall be reviewed with the Owner's Project Director and the A/E. If Construction Costs and/or any estimate exceed previously approved estimates or the Owner's Construction Services Budget, the CM shall make appropriate recommendations to the Owner and A/E for corrective action and propose value engineering and/or alternates for Owner and A/E consideration.

(d) Any recommendations and advice by the CM concerning design alternatives or value engineering, include the preparation of cost estimates and comments concerning the constructability of the design, shall be subject to approval by the Owner's Project Director and the A/E. A/E agrees to incorporate all suggestions or recommendations made by CM with respect to the Project design and approved in writing by Owner whenever practicable and consistent with good design.

3.2.4 Stage III – Project Design and Development

3.2.4.1 The Project Design and Development Phase consists of three (3) primary phases each progressively developing the Project design and Contract Documents with Owner approval.

3.2.4.2 Monthly Reports

(a) During Stage III and until the Notice to Proceed is issued to the CM, and not later than the first of each month therein, the A/E shall submit to the Owner a complete and descriptive status report and a forecasted design and development completion schedule.

(b) The A/E shall take minutes of all meetings held with the Owner and CM during Stage III and through issuance of a Notice to Proceed to the CM and shall provide copies of the minutes to the Owner and CM within ten (10) calendar days following such meetings or prior to the next scheduled meeting.

3.2.4.3 Phase I – Schematic Design

(a) Based upon the mutually agreed-upon Project program, Project Schedule and Total Project Budget by Owner and A/E, and after taking into consideration the comments and recommendations from the CM, A/E shall prepare Schematic Design Documents from the programming phase documents, which further define Owner's program and which shall consist of plans, sections, elevations, outline specifications and any other details necessary to define the program.

(b) The A/E shall coordinate the development with the CM and Owner to meet design requirements and identify the areas within the design that offer the greatest potential for elimination of unnecessary costs.

(c) A/E shall consult with CM with respect to (i) CM's development of the Construction Cost Estimate, (ii) CM's development of an overall Project

Schedule, and (iii) CM's comments and recommendations concerning the Project design. A/E shall approve or provide written comments to CM and to the Project Director within ten (10) business days of receipt of CM's comments and recommendations.

(d) The A/E shall provide and distribute copies of the Schematic Design Documents, as required by the Project Director, for review and comment.

(e) The Schematic Design Documents are subject to Owner's review and approval. A/E shall respond in writing to Owner's review comments within fourteen (14) calendar days of receipt and responses shall be forwarded directly to Owner's Project Director. A/E shall revise the Schematic Design Documents as required by Owner in order to obtain Owner's written approval and authorization to proceed to the Phase II – Design Development Phase.

(f) Owner's acceptance of the Schematic Design Documents in no way relieves A/E of its obligation to deliver complete and accurate documents necessary for successful construction of this Project.

(g) At the completion of Stage III: Phase I – Schematic Design, the A/E and CM shall:

(1) Provide a second Letter of Commitment and School Board presentation publicly, if requested, stating that the Schematic Design is in conformance with the Project Scope of Work and that the Owner's:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, have its services terminated in accordance with Article 10. If the Agreement is terminated, Phase I documents become the property of the Owner, which may be used or changed by the Owner, solely for the purpose of completing the Project. The A/E shall retain the right to use the Phase I documents in any manner that does not hamper completion of the Project.

3.2.4.4 Phase II – Design and Development

(a) From the approved Schematic Design Documents, the A/E shall prepare the Design Development Documents including plans, elevations, other drawings, sketches, materials research, and specifications specific to Project requirements in order to set and indicate the size and character of the total Project including materials, type of structure, and mechanical and electrical systems. The data from the Design Development Documents shall be sufficient to fix the Scope of the Project to allow the

CM to provide the Project Director with a preliminary GMP for construction.

(b) The A/E shall coordinate the development with the CM and shall consult with CM regarding (i) CM's development of the Construction Cost Estimate, (ii) CM's development of an overall Project Schedule and (iii) CM's comments and recommendations concerning the Project design. A/E shall approve or provide written comments to CM and to the Project Director within ten (10) business days of receipt of CM's comments and recommendations.

(c) The A/E shall also work with Owner's Project Director and CM to meet design requirements and identify the areas within the design that offer the greatest potential for the elimination of unnecessary costs including working with CM to generate and evaluate alternative ideas in terms of feasibility to construct, time and cost.

(d) The A/E shall provide and distribute copies of Design Development Documents for review and comments as required by the Project Director including A/E's confirmation that the Project design disciplines have been coordinated within the Design Development Documents.

(e) The Design Development Documents are subject to Owner's review and approval. A/E shall respond in writing to any review comments within fourteen (14) calendar days of receipt and responses shall be forwarded directly to Owner's Project Director. A/E shall revise the Design Development Documents as required by Owner in order to obtain Owner's written approval and authorization to proceed to the Phase III – Construction Documents Phase.

(f) The CM shall provide the A/E and Owner with a preliminary GMP. The A/E shall, within seven (7) days of receipt, provide the Project Director with review and comments on the CM's preliminary GMP.

(g) At the completion of Stage III: Phase II – Design and Development, the CM shall:

(1) Provide a third Letter of Commitment and School Board presentation publicly stating that the Design Development Documents are in conformance with the Project Scope and that the:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, provide evidence prohibiting the commitment.

(h) The A/E shall not, unreasonably or without cause, impede the CM's ability to provide the requirements set forth herein.

(i) The CM shall start to develop subcontractor interest in the Project and shall furnish to the Owner and A/E a list of possible subcontractors and suppliers that may furnish material or equipment for each principal portion of the work. The Owner and A/E will reply in writing to the CM if there are any objections to a subcontractor or supplier.

(j) With the assistance of the A/E, the CM shall perform Advertising, Bidding and Awarding of Contracts per State Requirements for Educational Facilities (SREF), Section 4.2(2).

3.2.4.5 Phase III – Construction Documents

(a) After Owner's review and approval of the Phase II – Design Development Documents, the A/E shall prepare the Construction Documents including working drawings and specifications setting forth in detail each discipline's requirements into a cohesive whole based upon the Design Development Documents and consultations with the CM and the Owner's Project Director. The A/E shall confirm that all Project design disciplines have been properly coordinated.

(b) The Construction Documents shall conform to applicable building codes and zoning codes and accepted construction industry standards. A/E shall signify its responsibility for the Construction Documents by affixing its signature, date and seal as required by Florida Statutes. Where the Agreement provides for Owner's approval of the A/E's design recommendations and decisions, this approval does not relieve the A/E of any responsibilities.

(c) If the Project meets the definition of a threshold building, the A/E shall prepare and submit to the Owner a copy of the threshold building inspection plan, which shall provide specific inspection procedures and schedules such that the portions of the Project specified within the threshold inspection plan can be adequately inspected for compliance. The inspection plan must be submitted to the Owner with the 100% completed Construction Documents and prior to Owner's issuance of written authorization for construction to start.

(d) A/E shall prepare and provide to Owner all applications, data and documents required to obtain the approval of all authorities having jurisdiction over the Project, including any applicable storm water management districts and State and local fire marshals. This shall be accomplished at the appropriate time, but not later than the ninety percent (90%) completion point of this phase. To ensure the timely approval of all permits necessary for the construction of the Project, including all environmental permits, A/E shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits. A/E shall, at no additional cost to Owner, make all reasonable and necessary revisions to the Construction Documents required to obtain the necessary permit approvals for construction of the Project.

(e) The A/E shall consult with CM with respect to (i) CM's development of the Construction Cost Estimate, (ii) CM's development of an overall Project Schedule and (iii) CM's comments and recommendations concerning the Project design. A/E shall approve or provide written comments to CM and to the Project Director within ten (10) business days of receipt of CM's comments and recommendations.

(f) The A/E shall evaluate all product substitution requests by the CM and render decisions in a reasonable time period.

(g) A/E shall provide the Project Director with three (3) copies of the Construction Documents, which shall be properly signed and sealed by the A/E. Copies of documents for A/E use are the responsibility of the A/E.

(h) Construction Documents prepared by the A/E are subject to Owner's review and approval. A/E shall respond in writing to Owner's review comments within fourteen (14) calendar days of receipt and responses shall be forwarded directly to Owner's Project Director. A/E shall revise the Construction Documents as required by Owner to obtain Owner's written approval of such documents.

(i) Upon approval of the Construction Documents, the A/E shall provide the Project Director with required copies of completed and approved Construction Documents and shall furnish digital copies of all drawings and Specifications to the CM.

(j) GMP Proposal

(1) When the Owner determines that the Construction Documents are 100% complete, the CM shall provide a GMP Proposal.

(2) If the Owner determines the Construction Documents are not 100% complete and a GMP is required to maintain the Project Schedule, the CM shall provide line items within the GMP Proposal for further development of drawings and specifications by the A/E, which shall not include changes in scope, systems, materials or equipment.

(3) The CM shall meet with the Project Director and A/E to review the contents of GMP Proposal. The Owner and A/E shall identify, in writing, all discrepancies in the GMP Proposal and provide same to CM. After receiving the list of discrepancies, the CM shall make the appropriate adjustments to the GMP Proposal for submission to the Owner and the A/E.

(4) A/E shall assist the Owner in reviewing, evaluating and advising Owner regarding CM's final Project Schedule and GMP Proposal. A/E shall make a written recommendation to Owner with respect to Owner entering into an agreement with CM for the amount of the GMP Proposal.

(k) Bid Documents and Bidding

(1) The necessary bidding documents, general conditions and supplementary general conditions of the contract, Division 1 of the Specifications, proposal and contract forms are to be prepared by the CM.

(2) The CM shall provide and distribute copies of bid documents for each bid group for review and comment including non-technical documents as directed by the Project Director.

(3) A/E shall assist the Project Director in coordinating the development of each bid group with the CM and provide the Project Director with review and comments on the CM's estimate for each bid group package.

(4) The CM is responsible for administrating the competitive bidding process of each bid group and shall develop procedures that are acceptable to the Project Director and the A/E for pre-qualification of subcontractors and material suppliers, develop subcontractor interest in the Project and conduct pre-bid conferences with interested bidders to review the bid package documents and Project Schedule approved by the Construction Team.

(5) A/E shall attend the pre-bid conferences and bid openings for each bid group. A/E shall also be responsible for developing, in consultation with the Construction Team, and providing to the Project Director, any addenda to the Contract Documents that result from those conferences. The Project Director shall approve all addenda prior to distribution and copies, properly sealed, shall be submitted to the Project Director.

(6) The A/E shall assist the CM in evaluating all bids received and provide comments and recommendations to the Project Director on each proposed authorization for work. The Project Director will determine which bids will be accepted and indicate the Project Director's acceptance by signing the bid tabulation form for each work scope.

(l) The A/E shall not impede the CM's ability to provide the requirements set forth herein.

(m) At 100% completion of Stage III: Phase III – Construction Documents, the CM shall either:

(1) Provide a detailed GMP less than or equal to the Construction Services Budget; and mobilize construction personnel and proceed with Stage IV – Project Construction; or

(2) Provide a detailed GMP greater than the Construction Services Budget after which the Owner shall grant the CM thirty (30)

calendar days from 100% completion of Stage III to return with a GMP less than or equal to the Construction Services Budget.

(3) If the CM returns after thirty (30) calendar days with a GMP that exceeds the Construction Services Budget, at the recommendation of the Superintendent of the School District of Manatee County, the Owner may:

i. Modify the Construction Services Budget thereby increasing the Total Project Budget without additional cost to the Owner including for A/E Fees; or

ii. Terminate the CM Agreement allowing the next ranked construction management firm to provide a GMP within the Construction Services Budget and begin construction.

3.2.5 Stage IV – Project Construction and Warranty

3.2.5.1 The construction phase shall commence on the earlier of the following:

(a) The Owner's acceptance of the CM GMP Proposal and issuance of the Notice to Proceed to the CM, or

(b) The Owner's authorization to the CM to:

(1) Award a subcontract;

(2) Undertake the work with CM forces; or

(3) Issue a purchase order for materials or equipment required for the work.

3.2.5.2 Construction Schedule

(a) Within thirty calendar (30) days after the receipt of the Notice to Proceed to the CM, the CM shall prepare a Construction Schedule and submit the schedule to the A/E and Project Director for approval. The Construction Schedule shall graphically depict the sequence and duration of all activities required to satisfactorily finish the Project. The Construction Schedule shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions.

(b) The CM shall submit all updated and/or revised Construction Schedules to the Owner and A/E for review. If requested by Owner or A/E, CM shall furnish any information needed to justify the reasonableness of any activity duration set forth in the Construction Schedule including estimated activity manpower, anticipated quantities, and production rates.

3.2.5.3 The A/E shall provide administration for the CM Agreement as set forth below:

(a) The A/E shall be a representative of the Owner during construction and shall advise and consult with the Owner's Project Director. A/E shall keep Owner apprised of all contacts and/or communications between A/E and CM and Owner shall be copied on all correspondence between A/E and CM. All contacts and/or communications between A/E and the various trade subcontractors shall be routed through CM.

(b) The A/E shall act on behalf of the Owner only to the extent in the Contract Documents unless modified by written consent of Owner.

(c) Prior to the commencement of work, the Owner and A/E may conduct a preconstruction conference that will be attended by the CM and others, as appropriate for the particular needs of the Project. At the preconstruction conference, the attendees will discuss the Construction Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

(d) During the Project, if required by Owner and depending on the particular needs of the Project. the A/E may conduct Owner / A/E meetings.

(e) CM shall conduct regular Project status meetings with the Construction Team and shall deliver copies of written meeting minutes to Owner and A/E within five (5) days of each meeting. The CM shall maintain a log of RFIs, submittals and shop drawings, potential cost items and ASIs to be reviewed by the Construction Team at each meeting and be acted upon thereafter.

(f) A/E may attend meetings between CM and its subcontractors.

(g) If requested and/or required by the needs of the Project, CM shall prepare and submit a submittal schedule to Owner and A/E for approval. The submittal schedule will be coordinated with CM's Construction Schedule. CM shall review and approve shop drawings and other submittals and implement procedures for transmittal to the A/E of such submittals for action, and closely monitor their review process.

(h) A/E shall prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by CM or Owner as necessary. A/E shall provide its response to any such request to Owner and CM within ten (10) days unless otherwise agreed to between Owner and A/E.

(i) A/E will review and respond to all submittals from CM, including shop drawings, samples and product data, within a reasonable period of time so as not to delay the progress of the work, but in no event, more than ten (10) days unless otherwise agreed to between Owner and A/E. Review of CM's submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for

installation or performance of equipment or systems, all of which remain the responsibility of CM as required by the Contract Documents. A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by A/E, of any construction means, methods, techniques, sequences or procedures. A/E's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(j) A/E shall conduct construction field observation services consisting of periodic visits to the Project site as detailed within **Exhibit B** (or as frequently as necessary), to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the Construction Documents. When A/E discovers portions of the work that do not conform to the Construction Documents, A/E shall have the authority and duty to reject such work. A/E shall provide a written report of each visit, within ten (10) days from A/E's site visit, to Owner's Project Director. This field observation requirement shall also apply to Consultants of A/E at appropriate construction points.

(k) Through its on-site observations of the work in progress and field checks of materials and equipment, A/E shall endeavor to protect Owner against defects and deficiencies in the work of CM and the various trade subcontractors of CM.

(l) The A/E shall not have charge or control, nor be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs, or for acts or omissions of the CM or subcontractors.

(m) The A/E shall have access to the work whenever it is in preparation or progress.

(n) Based on such observations at the site and on the Applications for Payment submitted by CM, A/E shall recommend the amount owing to CM and shall execute and issue the Certificates of Payment initially completed by CM for such amounts. The issuance of Certificate of Payment shall constitute a representation by A/E to Owner that: (i) the work has progressed to the point indicated; (ii) that to the best of A/E's knowledge, information and belief, the quality of the work is in accordance with the Construction Documents subject to minor deviations from the Construction Documents correctable prior to completion, and to any specific qualifications stated in the Certificate of Payment; and (iii) CM is entitled to payment in the amount certified.

(o) A/E shall review claims by CM for extra compensation and/or extensions of time, and make written recommendations to Owner within five (5) business days of receipt of such claims concerning validity, and prepare responses for Owner.

(p) A/E shall review and provide written comment upon all Change Orders requests by CM, as well as any cost estimate associated with a Change

Order request, prepared by CM. Owner shall prepare all Change Orders and/or other amendments to this Agreement. Upon agreement by Owner, A/E shall prepare and provide Construction Change Directives to Owner for approval and issuance to CM and revise the Construction Documents accordingly. The A/E shall also review and approve or take other action on Changes in Condition ("CIC") prepared by the CM for the Owner's authorization.

(q) A/E shall be, in the first instance, the interpreter of the requirements of the Contract Documents. A/E shall render opinions on all claims of CM relating to the execution and progress of the work and on all other matters or questions related thereto. A/E's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents, subject to Owner's written approval. A/E shall review for comment or approval any and all proposal requests, supplemental drawings and information, proposed substitutions, value engineering suggestions and proposed Change Orders to Owner's contract with CM. The A/E's decisions on other claims, including those in question between Owner and CM, shall be subject to claims provisions in this Agreement.

(r) The A/E shall have authority to reject work in nonconformance with the Contract Documents. Whenever, in the A/E's reasonable opinion, it becomes necessary or advisable to ensure the proper implementation or the intent of the Contract Documents, subject to Owner' prior written approval, the A/E shall have the authority to require special inspection or testing of any work whether or not such work be fabricated, installed, or completed. The A/E shall take such action only after consultation with the CM and Project Director.

(s) In the event of a disagreement between the CM and the A/E regarding acceptability of work and conformance with the plans and specifications, the Owner, in its sole discretion shall have the right to determine such acceptability and/or conformance.

(t) The A/E may order minor changes in work, which do not involve a change in the Total Project Cost or an extension of Contract Time. Such changes shall be by written order issued to the CM and endorsed by the Project Director.

(u) A/E shall advise Owner of facts known to A/E which may constitute an event of default on the part of CM under the Contract Documents, and advise and make recommendations to Owner with respect to the remedies available to Owner under the Contract Documents.

(v) A/E shall review and comment upon, without assuming any liability for, CM's quality control program.

(w) Upon notice from CM, and with the assistance of Owner, A/E shall conduct the Substantial Completion inspection, determine the date of Substantial Completion and, as required by Owner, A/E and CM shall issue a Certificate of Substantial Completion on the form required by the

Owner including a list of punch list items to be completed or corrected. A/E shall review and comment upon, and supplement as appropriate, the punch lists prepared by CM. The A/E shall notify CM in writing of work not complete by providing the final punch list to CM within seven (7) business days after CM has achieved Substantial Completion. CM shall then prepare a schedule for completion of the items indicating completion dates for Owner's and A/E review.

(x) Upon notice from CM, A/E shall conduct a final inspection to determine the date of Final Completion and assist Owner in final acceptance of Project. If requested by Owner, A/E shall issue the Certificate of Final Inspection on the form required by the Florida Department of Education, Office of Educational Facilities, which shall indicate A/E's final acceptance of the Project.

(y) The A/E shall assist the CM in receiving and forwarding to the Owner all closeout documents including required guarantees, warranties, affidavits, releases, consent of surety to final payment, bonds, waivers, manuals, as-built drawings, and maintenance books. The A/E shall review for compliance with CM's obligation under the Contract Documents, all operation and maintenance manual submittals, prior to submittal to Owner.

(z) After CM provides A/E with its marked-up "as-built" drawings and specifications, A/E will revise the final approved Construction Documents to incorporate all as-built information contained in CM's marked-up as-built drawings and specifications, as well as to reflect all addenda to the Construction Documents, contract changes and field changes (sometimes referred to herein as the "**Record Documents**") in a form as required by the Owner. A/E shall provide Owner with: one (1) hard copy, one (1) electronic copy in AutoCAD, and one (1) electronic copy in PDF.

ARTICLE 4
OTHER ADDITIONAL SERVICES

4.1 The following Other Additional Services shall cause the A/E to incur extra expense. If the Owner authorizes any of the services as set forth within Article 4, in writing, Owner shall pay A/E for the authorized services as a lump sum or as a multiple of actual payroll costs as determined by the Owner:

4.1.1 Services due to Owner-approved changes in general Project Scope or requirements after approval of Stage III – Project Design and Development: Phase I – Schematic Drawings;

4.1.2 Revising previously approved drawings or specifications to accomplish Owner-approved changes;

4.1.3 Providing detailed cost estimates;

4.1.4 Preparing documents for Change Orders when required by the Owner;

4.1.5 Consultation and/or professional services and reimbursable costs of types set forth herein concerning replacement of work damaged by fire or other casualty during construction;

4.1.6 Arranging for work to proceed should the CM default due to delinquency or insolvency; and

4.1.7 Providing prolonged contract administration and observation should the Contract Time be exceeded by 25% due to no fault of the A/E. The A/E's services performed in connection with Project closeout, including but not limited to, Substantial Completion and Final Completion, shall not be considered prolonged contract administration.

4.1.8 Project representation beyond basic services as follows:

4.1.8.1 If the Owner and the A/E agree that more extensive representation at the site than described in Article 3 shall be provided, the A/E shall provide additional representation to assist with site responsibilities ("**Additional Representation**").

4.1.8.2 Project representatives for such Additional Representation will be selected, employed and directed by the A/E and compensated as determined by the Owner.

4.1.8.3 Other than expressly stated in this Section, Additional Representation shall not modify the obligations of the A/E.

4.1.9 Services of special consultants, other than typical structural, mechanical, civil, plumbing, landscape and electrical engineering and services of estimators making detailed cost estimates;

4.1.10 Service of consultants providing surveys, testing and subsurface investigations authorized by the Owner other than those services included within the A/E Fee; and

4.1.11 Other Additional Services for the Project not identified within this Agreement.

4.2 Other Additional Services must be approved in writing in the form of a written and executed amendment to this Agreement prior to starting such services. Owner shall not be responsible for the costs of Other Additional Services commenced without Owner's express prior written approval. Failure to obtain prior written approval for Other Additional Services waives A/E's claim that it performed Other Additional Services and, instead, such services will be deemed to be part of the Basic Services required of A/E hereunder.

4.3 Fees for additional services required to correct, modify, alter or change any work as a result of the A/E's failure to properly provide Contract Documents that reflect Owner's Project scope, time, quality and budget are not considered valid extra expenses under the terms of this Agreement.

ARTICLE 5
OWNER RESPONSIBILITIES

5.1 Owner, as represented by the Department of Construction Services and the Project Director, will provide information to A/E regarding the requirements of the Project including design objectives and constraints, space requirements, capacity and performance requirements and any budgetary limitations that are not addressed within the Scope of Work.

5.2 Owner shall assign and authorize its Project Director, as set forth in **Exhibit A**, to act on the Owner's behalf in transmitting instructions, receiving information and interpreting and defining Owner's policies and decisions with respect to the Project.

5.3 Wherever the terms of this Agreement refer to some action, consent, or approval (excluding approvals of Other Additional Services or changes to this Agreement) to be provided by Owner or some notice, report or document is to be provided to Owner, such reference to "Owner" shall mean Owner's Project Director, unless otherwise stated by Owner in writing.

5.4 The Project Director will examine documents submitted by the A/E and render decisions in a reasonably timely manner to avoid unreasonable delay. The Project Director will observe the procedure of issuing orders to the CM through the A/E.

5.5 Except as may be otherwise expressly authorized by the School District of Manatee County, neither the Project Director nor any other party is authorized to issue any verbal or written orders or instructions to the A/E that would have the effect, or be interpreted to have the effect, of modifying or changing in any way the: (a) Scope of Work to be provided and performed by the A/E pursuant to the Agreement; or (b) the amount of compensation Owner is obligated or committed to pay A/E.

5.6 The Owner will retain a CM to manage the Project. The CM's duties are defined in the CM Agreement between the Owner and CM and a copy of the CM Agreement will be furnished to the A/E and will not be modified without written notice to the A/E.

5.7 The Owner will furnish, or direct the A/E to obtain, at the Owner's expense, a certified survey of the site including gradesand lines of streets, alleys, pavements, and adjoining property, rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours, locations and dimensions of existing buildings, improvements and trees, available service and utility lines and provide test borings and pits necessary for subsoil conditions. The A/E services in obtaining this data by others is included within the A/E Fee.

5.8 Owner shall pay for structural, chemical, mechanical, soil mechanics or other tests and reports, if required.

5.9 Owner shall arrange and pay for legal, auditing and insurance counseling as Owner may require.

5.10 Project Director shall provide written notice to A/E of any deficiencies or defects discovered by Owner with respect to the services to be rendered by the A/E; however, no action or failure to act by the Project Director or the Owner shall relieve A/E from any of its duties or obligations set forth in the Agreement.

5.11 If the Construction Cost Estimate or detailed cost estimates are in excess of stated limits, the Owner may give written approval of an increase in the limit or cooperate in revising the Project to reduce the Project Total Cost. These approvals are available only through the completion of Stage III – Project Design and Development: Phase I – Schematic Design.

ARTICLE 6
CONSTRUCTION COST

6.1 Definitions

6.1.1 The construction cost shall be the total estimated cost to the Owner for construction of all elements of the Project designed and specified by the A/E including labor and materials

furnished by Owner and any equipment designed, specified, selected or specially provided by the A/E (the "**Construction Cost**").

6.1.2 The Cost of Work shall include the Construction Costs, pre-construction services by CM, general conditions, the CM's reimbursable costs and bond costs. The Cost of Work shall not exceed the Owner's Construction Services Budget as set forth in Article 1.

6.1.3 Construction Cost and the Cost of Work do not include A/E compensation, amounts paid to the A/E's Consultants, land cost, right of way or any other Owner service costs.

6.2 Responsibility

6.2.1 The A/E shall assist the CM in evaluating the Owner's Total Project Budget and review the Construction Cost Estimates prepared by the CM. Neither the Owner nor the A/E has control over the cost of labor, materials, equipment, CM's method of determining bid prices, competitive bidding process, or market or negotiation conditions. The A/E does not warrant that bids or negotiated prices will not vary from the proposed Total Project Budget established or approved by the Owner, or estimates or cost evaluations provided by the CM.

6.2.2 No fixed limit of Construction Costs shall be established as a condition of this Agreement unless such fixed limit has been agreed upon by the Construction Team.

6.2.3 In the case of a fixed limit of Construction Costs being exceeded by the total of the figures from bona fide bids or negotiated proposals plus the CM's estimate of the other element costs, the Owner shall follow the requirements of Article 3.

ARTICLE 7
REIMBURSABLE EXPENSES

7.1 Reimbursable expenses are actual expenditures not incidental to the services described in Article 3 and not exceeding the limits of Section 112.061, *Florida Statutes*, made by the A/E in the interest of the Project. All reimbursable expenses require prior written authorization from the Owner. Owner shall not be responsible for the costs of reimbursable expenses incurred by A/E without Owner's express prior written approval. The following are considered legitimate reimbursable expenses and will be reimbursed by the Owner:

7.1.1 Transportation and living expenses of A/E employees when traveling in connection with services other than those defined in Article 3;

7.1.2 Reproduction of drawings and specifications excluding (1) copies for A/E use and sets required at each phase of the delivery process and (2) at termination of A/E or completion of the Project;

7.1.3 Premium portions of overtime, which are deemed reasonable by Owner, unless required by the A/E to maintain its own schedule;

7.1.4 Renderings or models for the Owner's sole use; and

ARTICLE 8
PAYMENTS TO THE A/E

8.1 The lump sum for the A/E Fee set forth in Article 2 of this Agreement shall be broken down into the stages and activities listed below and allocated per the percentages indicated below. The Owner shall make monthly payments for each stage or activity in proportion to the percentage of each stage or activity that is completed during the previous month:

Schematic Design	15%
Design and Development Phase	15%
Construction Documents Phase	35%
Issuance of Construction Authorization	5%
Construction Phase	30%
TOTAL	**100%**

8.2 Payments for Other Additional Services to the A/E as defined in Article 4 as a lump sum shall be paid in accordance with the written authorization.

8.3 Payments for Other Additional Services of the A/E as defined in Article 4 as a multiple of actual payroll costs and for reimbursable expenses as defined in Article 7, shall be made monthly upon presentation of a detailed invoice satisfactory to the Owner.

8.4 Payments Withheld

8.4.1 No deductions shall be made from the A/E's compensation on account of penalty, liquidated damages or other sums merely because payment is withheld from the CM, or because of changes in the construction cost other than those for which the A/E is held legally liable.

8.5 Request for Payment

8.5.1 A/E's request for payment must be presented on the Construction Services Form required by the Owner in the office of the Project Director no later than the 25th of each month. The A/E and the Project Director shall review the payment request, approve, as appropriate, and forward to the Owner by the first of the month following the month in which the A/E's request for payment was presented. Payment shall occur on the 10th of the month following the A/E's issuance of request for payment or the following business day should the 10th fall on a weekend or national holiday.

8.5.2 A/E's acceptance of final payment shall constitute a full waiver of any and all claims by it against Owner arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by A/E as unsettled at the time of the final payment. Neither the acceptance of A/E's services nor payment by Owner shall be deemed to be a waiver of any of Owner's rights against A/E.

8.5.3 The Owner and A/E waive Claims against each other for consequential, special and punitive damages arising out of or relating to this Agreement or the services provided by the A/E on the Project. The mutual waiver includes, but is not limited to: (1) damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the A/E for loss of business and reputation, and for loss of profit, except anticipated profit arising directly from the work.

8.5.4 Nothing in this Agreement is intended or shall be construed to require Owner to determine the adequacy, accuracy or sufficiency of the design, the Contract Documents or A/E's

services, which are each A/E's responsibility. Owner's review, inspection, acceptance, or payment for any of A/E's services shall not constitute acceptance of services that fail to conform to the requirements of this Agreement, unless Owner expressly accepts such non-conforming services in writing.

8.6 Project Suspension or Abandonment

8.6.1 If the Project is suspended or abandoned in whole or part for more than three (3) months due to no fault of the A/E, the A/E shall be paid for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, including reimbursable expenses due. When the Project is resumed, the Architect shall be compensated for any actual expenses incurred in the interruption and resumption of the A/E's services and the time schedules shall be equitably adjusted. The A/E's fees for the remaining services shall not be adjusted unless the Owner, in its sole discretion, makes such an adjustment.

ARTICLE 9
A/E RECORDS

9.1 A/E shall keep accurate and adequate records and supporting documentation which concern or reflect its services hereunder, including but not limited to all Contract Documents, the accounting records of the A/E, the A/E's direct personnel, Consultants, and reimbursable expenses. The records and documentation shall be retained by A/E in editable electronic format for a minimum of ten (10) years from the date of termination of this Agreement or the date the Project is completed, or such longer period of time as may be required by law or this Agreement, whichever is later. Owner, or any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all such records and documentation upon reasonable request and as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE 10
TERMINATION OF AGREEMENT

10.1 Termination for Cause

10.1.1 A/E shall be considered in material breach of this Agreement and such breach will be considered cause for Owner to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to begin work under the Agreement within the time specified; or (2) failure to properly and timely perform the services to be provided hereunder or as directed by Owner; or (3) the bankruptcy or insolvency or a general assignment for the benefit of creditors by A/E or by any of A/E's principals, partners, officers or directors; or (4) failure to obey laws, ordinances, regulations or other codes of conduct, or (5) otherwise materially breaches this Agreement. Owner may terminate this Agreement in whole or in part by giving seven (7) days' written notice to A/E.

10.1.2 Notwithstanding anything herein to the contrary, the Owner may unilaterally terminate this Agreement for refusal by the A/E 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 the A/E, or its Consultants in conjunction with this Agreement.

10.2 Termination for Convenience

10.2.1 Upon not less than seven (7) days' written notice, the Owner may terminate A/E's services under this Agreement, in whole or in part, for Owner's convenience and without cause in accordance with this clause. Upon termination, the A/E shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by A/E that are directly attributable to the termination, but A/E shall not be entitled to any other or further recovery against Owner, including anticipated fees, profit on work not required to be performed, or attorneys' fees and costs. The Owner, in its sole and reasonable discretion and based upon the approved Project Schedule, shall determine the percentage of work completed.

10.2.2 Upon termination as set forth herein, A/E shall deliver to Owner all Project documents including all papers, plans, records, documents, auto CAD Files, drawings, calculations, models and other materials in A/E's possession or control arising out of or relating to this Agreement. All such documents submitted to the Owner at the time of termination may be used by the Owner for the purpose of completing the Project and other purposes set forth in this Agreement. The A/E shall retain the right to use the design documents created by A/E in any manner consistent with this Agreement, which does not hamper completion of the Project, if such use does not violate any law protecting confidential information.

10.3 A/E may terminate this Agreement upon not less than seven (7) days' written notice to Owner, which identifies the specific reason for termination, should the Owner fail to substantially perform in accordance with the terms of this Agreement through no fault of the A/E.

10.4 Owner and A/E may terminate this Agreement by mutual written agreement.

ARTICLE 11
OWNERSHIP AND USE OF DOCUMENTS
AND INTELLECTUAL PROPERTY

11.1 All records, documents, drawings, notes, tracings, plans, computer aided design (CAD) files, specifications, maps, models, presentations, evaluations, reports and other technical data, and schematics prepared or developed by or for A/E, or otherwise provided to Owner, pursuant to this Agreement shall be considered to be Contract Documents. To the extent they have any such rights, unless relinquished under this Article 11, A/E and its Consultants shall retain all common law, statutory and other reserved rights, including copyrights, in the Contract Documents.

11.2 A/E shall grant, and hereby does grant, Owner an unlimited, non-exclusive, worldwide, irrevocable, perpetual, fully-paid-up, license to reproduce, create derivatives of, distribute, perform, publish and otherwise use all Contract Documents in which A/E has or may have any rights: (1) as reasonably necessary for archival, safety, and disaster recovery purposes; (2) for submission or distribution, as Owner reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project: (3) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying, and otherwise using the Project; and (4) for the planning, design, construction, completion, reconstruction, repair, renovation, alteration, use, occupancy, and maintenance of other structures and projects.

11.3 A/E shall obtain from each of A/E's Consultants (which includes subconsultants, contractors, subcontractors, agents and representatives) either an assignment from the Consultant to Owner of all common law, statutory and other reserved rights, including copyrights and performance rights, in and to all Contract Documents in which the Consultant has or may have such rights, or an

unlimited, worldwide, perpetual, irrevocable, fully-paid-up license running from A/E's Consultant to Owner, granting Owner the right to reproduce, create derivatives of, distribute, and use all Contract Documents in which A/E's Consultant has or may have any rights: (1) as reasonably necessary for archival, safety, and disaster recovery purposes; (2) for submission or distribution, as Owner reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Agreement; (3) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying and otherwise using the Project; and (4) for the planning, design, construction, completion, reconstruction, repair, renovation, alteration, use, occupancy, and maintenance of other structures and projects.

11.4 A/E shall grant, and hereby does grant, Owner, an unlimited, worldwide, non-exclusive, irrevocable, perpetual, fully-paid-up license: (1) to design, commission, and create architectural works that are derivatives of or substantially similar to this Project or any architectural work portrayed in any version of any Contract Documents; and (2) to use, reproduce, make derivatives of, publish, perform, distribute copies of, and otherwise use any architectural or other works created, authored, or provided by A/E or A/E's Consultants pursuant to this Agreement, for marketing, promotional, advertising, ordinary business, and educational purposes, in any medium.

11.5 Owner acknowledges that, in granting the licenses herein, A/E and A/E's Consultants have not agreed to provide the following services to Owner for any future project for which Owner uses any license granted herein: Code Compliance (including, but not limited to, Building Code changes, statutory changes, SREF changes), Educational Program changes, Enhanced Hurricane Protection Area (EHPA) requirements, advanced energy efficiencies, permits, inspections, field reports, civil engineering for future site(s), Educational Specifications, schematic design or design development documents, signed and sealed permit drawings (including but not limited to those drawings submitted to SWFWMD and/or BO), submittal or shop drawing reviews, architect supplemental instructions (ASIs), responses to requests for information (RFIs), updates to project specifications, as-builts, LEED or Green Globes calculations or energy modeling, life cycle cost analysis, color selections, interior design, color boards for Owner approval, filings for governmental authorities (including, but not limited to Manatee County, City of Bradenton, City of Palmetto), landscape design, pre-construction meetings, jobsite meetings, special meetings, approvals of budget transfers, approvals of CM pay applications, and/or approval of any other project documents.

11.6 All licenses granted herein or pursuant to this Agreement are worldwide, perpetual and irrevocable and shall continue even in the event this Agreement is terminated for any reason. A/E consents to Owner's use of the Contract Documents to complete the Project following A/E's termination for any reason or to perform additions to or remodeling or renovations of the Project. In the event of any such termination, A/E hereby consents to any use of any and all Contract Documents by any replacement architects, contractors, engineers or other professionals retained by Owner provided, however, A/E shall not be liable for any of the design work performed by such replacement architects, engineers or other professionals and Owner agrees to indemnify and hold A/E harmless from any such liability related to design work performed by the replacement architect.

11.7 A/E, upon reasonable request by Owner, even if such request is made after termination or expiration of this Agreement for any reason, shall take all steps reasonably required by Owner to memorialize, perfect, substantiate, record, or evidence all licenses, assignments, and rights Owner has, is due, or may have under or pursuant to this Agreement, and shall do so at no additional charge to Owner.

11.8 A/E shall, upon reasonable request by Owner, even if such request is made after termination or expiration of this Agreement for any reason, or upon completion of the Project should no such request be made by Owner, provide to Owner: (1) reproducible copies of all Contract Documents; (2) written copies of all licenses and assignments obtained by A/E from A/E's Consultants pursuant

to Section 11.3; and (3) a written license from A/E to Owner pursuant to Section 11.2. Wherever practical, all such copies of the Contract Documents shall be provided in both editable electronic form and in hard paper form. A/E shall not be responsible for inadvertent errors caused by the electronic transmission of Contract Documents unless it knew or reasonably should have known of such errors and failed to promptly notify Owner in writing. In the event of any discrepancies between any such electronic copies and hard paper copies issued by A/E, the hard paper copy shall control.

11.9 Without limitation, Owner may assign, encumber, or sublicense any license granted herein or pursuant to this Agreement to a lender, a tenant of the Project, or a subsequent owner of any portion the Project. Owner shall be permitted to authorize contractors, engineers, subcontractors, sub-subcontractors, material or equipment suppliers, consultants, agents and architects to reproduce applicable portions of the Contract Documents as appropriate to and for use in connection with the completion of the Project or Owner's exercise of any right or license granted herein or pursuant to this Agreement.

11.10 A/E warrants to Owner that it has full right and authority to grant the licenses specified herein to Owner. A/E hereby represents and warrants that all Contract Documents, architectural works, or other works developed, authored, or provided to Owner pursuant to this Agreement shall be original work of A/E or A/E's Consultants, in the public domain, or developed, authored or provided pursuant to a valid, enforceable and appropriate license or assignment and shall not infringe any copyright, performance right, trademark, patent or other intellectual property right of any third party. To the fullest extent permitted by law, A/E shall indemnify, protect and hold harmless Owner and its agents, employees, officers and Board Members from and against all liabilities, damages, losses and costs, including reasonable attorneys' fees, arising out of, or resulting from, any claim by any third party asserting that any Contract Document, architectural work, or other work developed or authored by A/E or A/E's Consultants, or provided to Owner by A/E, pursuant to this Agreement infringes any intellectual property right, including copyright, of any person.

ARTICLE 12
INSURANCE

12.1 During the term of this Agreement or for such longer period as otherwise specified herein or required by applicable law, A/E shall provide, pay for, and maintain, with companies satisfactory to Owner, the types of insurance described herein. All insurance shall be from companies duly authorized to do business in the State of Florida.

12.2 Within ten (10) days from the execution of this Agreement, A/E shall deliver to Owner properly executed Certificates of Insurance and required additional insured endorsements in form acceptable to Owner evidencing the fact that A/E has acquired and put in place the insurance coverages and limits required hereunder. The Certificates of Insurance must identify the specific Project name, as well as the site location and address. A/E shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by Owner.

12.3 A/E shall notify Owner, in writing, within five (5) days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by A/E from its insurer. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, A/E shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

12.4 All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:

12.4.1 The term "The School Board of Manatee County, Florida" shall include the Manatee County Public Schools, the Manatee County School Board, a body corporate, the Manatee County School District and the Public School System and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members and employees thereof in their official capacity, and/or while acting on behalf of the Manatee County School Board.

12.4.2 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, shall name the Indemnitees (as that term is defined within this Agreement) as additional insureds as to the operations of A/E under the Contract Documents pursuant to additional insured endorsements acceptable to Owner and shall contain a provision regarding severability of interests.

12.4.3 Companies issuing the insurance policies shall have no recourse against Owner for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of A/E.

12.4.4 All insurance coverages of A/E shall be primary to any insurance or self-insurance program carried by Owner applicable to this Project, and the "Other Insurance" provisions of any policies obtained by A/E shall not apply to any insurance or self-insurance program carried by Owner applicable to this Project.

12.4.5 All insurance policies shall be fully performable in Manatee County, Florida, and shall be construed in accordance with the laws of the State of Florida.

12.4.6 All insurance policies must expressly state that the insurance company will accept service of process in Manatee County, Florida, and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Manatee County, Florida.

12.5 The acceptance by Owner of any evidence of the insurance coverages and limits required in this Agreement, including any Certificate of Insurance, policy or additional insured endorsement, does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance comply with the requirements of this Agreement.

12.6 If any insurance provided pursuant to this Agreement expires prior to the completion of the services required hereunder or specified tail or completed operations period, renewal Certificates of Insurance and, if requested by Owner, certified, true copies of the renewal policies and applicable additional insured endorsements, shall be furnished to Owner thirty (30) days prior to the date of expiration.

12.7 Should at any time A/E not maintain the insurance coverages required in this Agreement, Owner may cancel the Agreement or, at its sole discretion, shall be authorized, but not required, to purchase such coverages and charge A/E for such coverages purchased. If A/E fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due A/E under this Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

12.8 To the extent damages are covered by property insurance, Owner and A/E waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. Owner or A/E, as appropriate, shall require similar waivers (in favor of the parties enumerated herein) from the contractors, consultants, agents and employees of any of them.

12.9 All insurance companies from whom A/E obtains the insurance policies required hereunder must meet the following minimum requirements:

12.9.1 The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.

12.9.2 The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of this Agreement.

12.9.3 The insurance company must be listed in the most current edition of Best's Key Rating Guide, have a rating classification of either "A" or "A+" and a financial size category rating of class IV or higher.

12.10 Unless otherwise stated herein, and before starting and until completion of all services required hereunder, A/E shall procure and maintain insurance of the types and to the limits set forth below. A/E shall also require each of its Consultants to procure and maintain, until the completion of that Consultant's services or for such longer period as otherwise specified herein or required by applicable law, insurance of the types and to the limits specified below unless such insurance requirement for the Consultant is expressly waived in writing by Owner. All self-insured retentions or deductibles will be A/E's sole responsibility.

12.11 Professional Liability Insurance

12.11.1 A/E shall maintain a professional liability policy, including errors and omission coverage, insuring A/E's liability arising out of the performance of professional services under this Agreement including for any negligent act, error, mistake or omission in rendering or failing to render professional services described in this Agreement whether committed or alleged to have been committed by the A/E or any person employed by the A/E or by others for whom the A/E is legally responsible. A/E shall continue the coverage amounts specified herein for a period of not less than five (5) consecutive years after Project Final Completion. No "sunset" limitation shall apply. The policy retroactive date will always be prior to the date services were first performed by A/E for Owner, and the retroactive date will not be moved forward during the term of the Agreement and for five (5) years thereafter.

12.11.2 The policy shall be issued to the A/E as the insured named therein, covering all services to be performed by the A/E on the Project. A/E waives its right of recovery against Owner as to any claims under this insurance. Any deductible or self-insured retention applicable to any claim shall be the sole responsibility of A/E. The insurance company shall waive its rights of subrogation against the Indemnitees.

12.11.3 Policy Amounts

12.11.3.1 For projects with a Total Project Budget of less than $5,000,000.00, and unless otherwise agreed to in writing between Owner and A/E, the A/E's policy shall

provide coverage, for the acts and omissions of the A/E, in the amount of $1,000,000.00 with an aggregate of $1,000,000.00. Said policy shall contain a maximum deductible or self-insured retention of $25,000.00.

12.11.3.2 For projects with a Total Project Budget of more than $5,000,000.00 but less than $15,000,000.00, and unless otherwise agreed to in writing between Owner and A/E, the A/E's policy shall provide coverage, for the acts and omissions of the A/E, in the amount of $2,000,000.00 with an aggregate of $2,000,000.00. Said policy shall contain a maximum deductible or self-insured retention of $100,000.00.

12.11.3.3 For projects with a Total Project Budget of more than $15,000,000.00, and unless otherwise agreed to in writing between Owner and A/E, the A/E's policy shall provide coverage for the acts and omissions of the A/E in an amount as set by the schedule established by the Owner's Risk Management Department determined on a case-by-case basis using a scaled ratio according to the total value of the Project with a deductible or self-insured retention of no more than $100,000.00.

12.12 Commercial General Liability

12.12.1 A/E shall maintain a commercial general liability policy that is written on an "occurrence" basis. Coverage, as provided by 1986 (or later) ISO commercial general liability form, shall include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Personal Injury and Fire Legal Liability Coverages. If A/E provides any construction work, it must also include Products and Completed Operations Coverage, with the Completed Operations Coverage maintained for this Project for not less than five (5) years following Final Completion. Applicable deductibles or self-insured retention, not to exceed $25,000.00, shall be the sole responsibility of A/E. The insurance company shall waive its rights of subrogation against the Indemnitees. Limits of coverage shall not be less than the following for Bodily Injury, including Death, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	$3,000,000.00
Products - Completed Operations Aggregate	$2,000,000.00
Personal and Advertising Injury	$1,000,000.00
Each Occurrence	$1,000,000.00
Fire Damage (Any One Fire)	$50,000.00
Medical Expenses per Person	$5,000.00
Site Specific Project Aggregate Limits	same as above

12.13 Automobile Liability

12.13.1 A/E shall maintain an automobile liability policy as to ownership, maintenance and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury, including Death & Property Damage and Liability:	$1,000,000.00 Combined Single Limit Each Accident Limit Each Accident

The insurance company shall waive its rights of subrogation against the Indemnitees.

12.14 Worker's Compensation and Employer's Liability Insurance

12.14.1 A/E shall maintain worker's compensation and employer's liability insurance coverage during the terms of this Agreement for all employees engaged in the services performed under this Agreement, in accordance with the laws of the State of Florida. The insurance company shall waive its rights of subrogation against the Indemnitees. The amount of such insurance shall not be less than:

Worker's Compensation:	Florida Statutory Requirements	
Employer's Liability:	$500,000.00	Limit Each Accident
	$500,000.00	Limit Disease Aggregate
	$500,000.00	Limit Disease Each Employee

12.15 Umbrella Liability Insurance or Excess Liability Insurance

12.15.1 A/E shall obtain an umbrella liability insurance or excess liability insurance policy for not less than $3,000,000.00 each occurrence and aggregate. Such coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit. The aggregate limits shall apply separately to this Project, and the specific Project aggregate limits shall be evidenced by the use of an endorsement approved by Owner. The insurance company shall waive its rights of subrogation against the Indemnitees.

ARTICLE 13
CLAIMS AND DISPUTES

13.1 Claims and Disputes

13.1.1 This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, without regard to its choice of law provisions.

13.1.2 The term "**Claim**" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

13.1.3 A/E shall provide notice of any Claim in writing to Owner within seven (7) calendar days after the first day of the event giving rise to such Claim or else A/E shall be deemed to have waived the Claim. Written supporting data shall be submitted to Owner within thirty (30) calendar days after the occurrence of the event, unless Owner grants additional time in writing, or else A/E shall be deemed to have waived the Claim.

13.1.4 A/E shall proceed diligently with its performance of services as directed by Owner, regardless of any pending Claim, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments of undisputed amounts due in accordance with this Agreement during the pendency of any Claim.

13.1.5 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. The negotiation shall be attended by representatives of A/E with full decision-making authority and by Owner representatives who would make the presentation of any settlement reached during negotiations to the School Board of Manatee County. Failing resolution, and prior to the commencement of any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of A/E with full decision-making authority and by Owner representatives who would make the presentation of any settlement reached during mediation to the School Board of Manatee County. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Section 44.102, *Florida Statutes*.

13.2 Litigation

13.2.1 Any litigation between Owner A/E, whether arising out of any Claim, services provided by the A/E on the Project or arising out of the Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and A/E each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. The exclusive venue of any such litigation between Owner and A/E shall lie and be only in the appropriate State courts of the State of Florida's Twelfth Judicial Circuit in and for Manatee County, Florida. A/E consents and submits to the jurisdiction of any such court and agrees to accept service of process in any matter to be submitted to any such court.

13.2.2 In the event of any Claim or dispute arising out of the Agreement or the services provided by A/E on the Project, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees (including fees for determining the amount of fees due) at all levels, including at trial, on appeal, and in bankruptcy and post-judgment proceedings.

ARTICLE 14
INDEMNIFICATION

14.1 Indemnification

14.1.1 To the maximum extent permitted by applicable law, A/E shall indemnify and hold harmless The School Board of Manatee County, its agents, employees, officers and Board Members ("**Indemnitees**") from and against any and all liabilities, damages, losses, expenses and costs, including reasonable attorneys' fees and costs, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of A/E or anyone employed or utilized by A/E in the performance of this Agreement including A/E's Consultants. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described within this Agreement. A/E's indemnification obligations under this Agreement, including those specified herein, shall be deemed part of the Project Specifications and to fully comply with Section 725.08, *Florida Statutes*, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of this Agreement is determined not to comply with Section 725.08, *Florida Statutes*,

including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that A/E's indemnification obligations comply fully with Section 725.08, *Florida Statutes*, including any amendments, in all respects. A/E's indemnification obligations in this Agreement are in addition to and not in lieu of any common law indemnification to which any of the Indemnitees are entitled.

14.1.2 The duty of A/E to indemnify and hold harmless the Indemnitees includes the separate and independent duty to Indemnitees, which duty arises immediately upon receipt by A/E of the tender of any indemnity claim from an Indemnitee which under the written content of the claimant's description of its claim reasonably appears to be within A/E's indemnification obligation. A/E's obligation to the Indemnitee(s) shall be at A/E's sole expense. A/E shall respond within fifteen (15) calendar days to the tender of any indemnity claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by A/E shall be by well qualified, adequately insured and experienced legal counsel acceptable to Owner. By proceeding to an indemnity claim, A/E shall not be deemed to have admitted to an obligation to provide indemnification and defense and A/E may provide a defense under a written reservation of rights.

ARTICLE 15
SPECIAL PROVISIONS

15.1 Successors and Assigns

15.1.1 The Owner and the A/E each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of the Agreement. Neither the Owner nor the A/E shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Any attempted assignment in violation of this prohibition is void.

15.2 Public Entity Crime Information Statement

15.2.1 By its execution of this Agreement, A/E acknowledges that it has been informed by Owner of the terms of Section 287.133(2)(a), *Florida Statutes*, which reads as follows:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

A/E must notify Owner within thirty (30) days after a conviction of a public entity crime applicable to A/E or to an affiliate of A/E.

15.3 Employment Eligibility Verification ("E-VERIFY")

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

E-Verify Number KA7LMAYJZGQ2.

15.4 Truth-In-Negotiation

15.4.1 In compliance with the Consultants' Competitive Negotiation Action, Section 287.055, *Florida Statutes*, by signing this Agreement, the A/E certifies that wage rates and other factual unit costs supporting the compensation to be paid under this Agreement are accurate, complete and current as of the date of this Agreement. It is further agreed that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which it is determined the contract prices was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

15.5 Compliance with Jessica Lundsford Act

15.5.1 The School District of Manatee County and State of Florida, requires all A/Es, CMs, contractors and subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless Owner for any claims made against Owner related to the failure to comply with Section 1012.465 and Section 1012.32, *Florida Statutes*. Information on JLA requirements and how to comply can be accessed at: https://www.manateeschools.net/Page/6689.

15.6 Sovereign Immunity

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

15.7 Public Records

15.7.1 Custodian of Public Records

IF THE A/E HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE A/E'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE

CUSTODIAN OF PUBLIC RECORDS: PUBLIC RECORDS CUSTODIAN, 215 MANATEE AVENUE W., BRADENTON, FL 34205 (941) 708-8770, publicrecords@manateeschools.net.

15.7.2 The A/E must comply with public records law and specifically:

15.7.2.1 Keep and maintain public records required by Owner to perform the service.

15.7.2.2 Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that complies with Chapter 119, *Florida Statutes*, or as otherwise provided by law.

15.7.2.3 Ensure that public records in the A/E's possession 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 contract term and following completion of the contract if the contractor does not transfer the records to the Owner.

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

15.8 Equal Employment Opportunity / Non-Discrimination

15.8.1 In performing all services to be provided hereunder, A/E shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. A/E shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: (1) employment, upgrading, demotion or transfer; (2) recruitment or recruitment advertising; (3) layoff or termination; (4) rates of pay or other forms of compensation; and (5) selection for training, including apprenticeship. A/E shall post in conspicuous places, available to all employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity/ Non-Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, or national origin.

15.8.2 Consistent with Section 287.134, *Florida Statutes*, A/E or its affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to Owner; may not submit a bid, proposal, or reply on a contract with Owner for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to Owner; may not be

awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Owner; and may not transact business with Owner.

15.9 Prohibition Against Contingent Fees

15.9.1 The A/E warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the A/E to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the A/E any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Owner shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Basic Services Compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

15.10 Conflict of Interest

15.10.1 A/E represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. A/E further represents that no persons having any such interest shall be employed to perform those services.

15.11 No Waiver

15.11.1 The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. Waiver by Owner of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Agreement. No approval, consent or waiver by Owner shall be effective unless it is in writing and then only to the extent specifically stated.

15.12 Severability

15.12.1 Should any provision of the Agreement be determined to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

15.13 Notices

15.13.1 All notices, consents, or approvals required or permitted to be given under the terms of the Agreement shall be in writing and shall be sent by: (1) FedEx or other nationally recognized overnight air courier service, postage prepaid, for next business day delivery, or (2) by email correspondence to the respective parties set forth below in this section, as applicable. Notice given in accordance with this Section shall be effective on the date of email transmission or upon the first business day after having been delivered to a nationally recognized overnight air courier service, such as FedEx, for “next business day” delivery

in each case addressed to the respective party at the address for notice specified in this Section below.

15.13.2 Notices, consents or approvals required or permitted to be given to Owner shall be delivered to Owner at:

Project Director
Jeffery Medwetz
Department of Construction Services
1 Matzke Way
Attention: Jeffery Medwetz
Email: Medwetzj@manateeschools.net

15.13.3 Notices, consents or approvals required or permitted to be given to A/E shall be delivered to A/E at:

OCI Associates, Inc.
9728 Commerce Center Court
Fort Myers, FL 33908
Attention: Amir Kazeminia
Email: amir@ociassociates.com

15.13.4 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

ARCHITECT/ENGINEER:

By: _____ By: _____
(Corporate Secretary Signature) (Corporate President Signature)

_____ Amir Kazeminia, PE
(Corporate President's Name)

As Witnessed:

_____ OCI Associates, Inc
(Name of Corporation)

(Corporate Seal)

OCI Associates, Inc CORPORATE SEAL 2004 FLORIDA

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As To Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Approved As To Form and Legality: _____, General Counsel

Superintendent of Schools _____

School Board Chairman: _____

Witness: _____

EXHIBIT A

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	Jeffery Medwetz
SBMC Project Assistant	Tina Lundy
Architect	Williamson Design Group (Sub Consultant)
Civil Engineers	TBD
Structural Engineer	TBD
Mechanical Engineer	OCI Associates, Inc.
Electrical Engineer	OCI Associates, Inc.
Construction Manager	Wharton-Smith, Inc.
SBMC Instructional Member	Nancy Schwanemann
SAC Member	N/A
Building Envelope	ECS Florida, LLC

EXHIBIT B

PERIODIC SITE VISITS

The A/E shall make a minimum of **TBD** site visits, including in coordinating with A/E Consultants and the CM as necessary, to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the Construction Documents

DISCIPLINE	NUMBER OF VISITS (minimum)
A/E	_____ per project
Structural Engineer	_____ per project
MEP	_____ per project
Civil Engineer	_____ per project
Landscape Architect	_____ per project

EXHIBIT C

2.2.2.1 A/E
Williamson Design Group, 15500 Lightwave Drive Suite, 106, Clearwater, FL 33760

Classification	Title	Hourly Rate
Principals	Architect/Engineer	$ 260.00
	Senior Registered Architect	$ 210.00
	Registered Architect/Engineer	$ 120.00
		$
		$
	Sr. Project Manager	$ 110.00
	Project Manager	$ 100.00
	Graduate Engineer	$ 100.00
Interiors	Interior Designer	$ 75.00
Technical Staff	Sr. CADD Operator	$ 85.00
	Level I CADD Operator	$ 80.00
	Historic Preservation Specialist	$
	Clerical	$ 75.00
	Expert Testimony	$

2.2.2.2 Civil Engineer - **TBD**
NAME, ADDRESS, CITY, STATE, ZIP

Classification	Hourly Rate
Principal Engineer/P.E.	$
Project Manager/P.E.	$
Project Engineer III/Project Manager III	$
Project Engineer II/Project Manager II	$
Project Engineer I/Project Manager I	$
Designer/Technician/Const. Observ. III	$
Designer/Technician/Const. Observ. II	$
Designer/Technician/Const. Observ. I	$
Draftsman/Illustrator III	$
Draftsman/Illustrator II	$
Draftsman/Illustrator I	$
Administrative/Clerical	$

2.2.2.3 Structural Engineer - **TBD**
NAME, ADDRESS, CITY, STATE, ZIP

President	$	
Senior Principal	$	
Principal	$	
Senior Project Manager	$	
Project Manager	$	
Senior Design Engineer	$	
Design Engineer	$	
Senior CADD Operator	$	
CADD Operator	$	
Senior Field Representative	$	
Field Representative	$	
Clerical	$	

2.2.2.4 Mechanical, Electrical & Plumbing Engineer:
OCI Associates, Inc., 9728 Commerce Center Court, Fort Myers, FL, 33908

Principal	$	210.00
Registered Professional Engineer	$	195.00
Senior Project Manager	$	170.00
Senior Project Engineer	$	170.00
IT / AV Systems Design Engineering	$	160.00
Lighting Design Engineering	$	160.00
Project Engineer	$	135.00
Senior Designer	$	110.00
Designer	$	90.00
CAD Operator	$	80.00
Clerical	$	70.00

2.2.2.5 Landscape Architect: - **TBD**
NAME, ADDRESS, CITY, STATE, ZIP

Principal	$
Associate	$
Draftsman	$
Secretarial	$

2.2.2.6 Other:

EXHIBIT D

A. Project Description:

A. Renovation & Remodeling to include evaluation and possible replacement of:
   1. Roof Systems
   2. Mechanical, Electrical/Lighting, & Plumbing Systems
   3. Interior Finishes
   4. Building Envelope (Walls Systems, Window/Door Systems)
   5. Technology Infrastructure
   6. Campus Safety/Security
   7. Life Safety Systems (Fire Alarm, Fire Protection)
   8. Site Conditions (Paving, Storm Water)

29 November 2022

Mr. Jeff Medwetz, Architect, LEED AP BD+C, CEM
Project Director, Construction Services
The School District of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205

Ref: Professional Services Fee Proposal – Program Verification / Assessment
Engineering Services – Walter E Miller School Support Center Renovation

Dear Jeff:

On behalf of all of us here at OCI Associates, Inc., I want to thank you for this opportunity. We are very excited to have been selected to work with you all at the School District on such a high profile and notable project.

The Project:

Our basic scope of work for this phase of the project will be for our Team to meet with you, your staff and CM (Wharton Smith) to discuss and perform an assessment of the proposed project program, a survey and evaluation of building and its systems, and provide a report of findings and recommendations.

Our Team's assessment will include the following key considerations

- High Level Scope - *While Building is Occupied!*
- Building Envelope
- Energy Systems
- Security
- Life Safety
- ADA
- Finishes that are affected
- Review of Jacobs Facility Assessment Report (Provided by SDMC)
- Review of Long & Assoc Report (Provided by SDMC)

Compensation:

Our fee for this MEP Engineering, Architectural and Building Environmental program assessment effort will be $75,000.00. Our fee breakdown is as follows:

OCI Associates (Prime/MEP)	$30,000.00
Williamson Design (Architectural)	$25,000.00
Nova (Building Envelope)	$20,000.00

Reimbursable Expenses:

Printing / Reproduction and Methods of Shipping / Delivery, Billed at Actual Costs

Additional Expenses:

Services requested or required beyond the basic scope of work shall be negotiated on an as needed basis at with time a proposal for additional services will be provide.

Thank you very much for this opportunity. Should you have any questions or require further clarification, please do not hesitate to call.

Respectfully:

Amir Kazeminia, PE
President / CEO

Accepted by:

Signature:_____
Name/Title (printed): _____
Date: _____

AGENDA ITEM NO. 19.3

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

Title
Approval to Notify Visible Men Academy of Intent to Enter Contract Renewal Discussions for the 2023-2024 School Year

Executive Summary
Florida Statutes 1002.33 (7) 9 (b) provides that a charter may be renewed provided that a program review demonstrates that the criteria set forth in statue have been successfully accomplished and that none of the grounds for non-renewal has been documented. Visible Men Academy has been in operation in Manatee County since the 2013 school year, serving students in grades K-5 with approximately 61 students. The current contract for Visible Men Academy expires on June 30, 2023. The Charter Review Team conducted a review as required by statute. The Review Process includes a Renewal Application submitted by Visible Men Academy, documentation review, and on-site visit. Per statute, before a vote on any proposed action to renew or not renew the charter and at least 90 days before the end of the school year, the sponsor shall notify the governing board of the school in writing of the proposed action to renew. Visible Men Academy is recommended for a 1-year renewal based on academic data and financial performance, 1002.33 (8)(a) (9)(n).

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

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

Recommendation
The Superintendent recommends approval to notify Visible Men Academy of intent to enter contract renewal discussions for the 2023-2024 School Year.

Financial Impact
The District will receive an administrative fee of five percent (5%) of the FTE on the first two hundred-fifty (250) students attending the charter school. The administrative fee provides charter management services, procession of teacher certification data, and information services including access to student information systems. Visible Men Academy will receive any remaining FTE and other appropriate funds for the K-5 program.

Contact
Submitting Department: District Support
Initiated by: Dr. Valerie Hyer

Attachments:
VMA 2022 Renewal App FINAL
2161 VMA Renewal Package 1.2023

Visible Men Academy
Charter Renewal Application
November 1, 2022

TABLE OF CONTENTS

Application Cover Page i

Table of Contents ii

Application Cover Sheet & Signature pages..... iii

Application Signature Page iv

Executive Summary vi

I. Educational Plan

Section 1. Mission Guiding Principles and Purpose 1
Section 2. Target Population and Student Body..... 5
Section 3. Educational Program Design 8
Section 4. Curriculum and Instructional Design 13
Section 5. Student Performance 25
Section 6. Exceptional Students 33
Section 7. English Language Learners 44
Section 8. School Culture and Discipline 50
Section 9. Supplemental Programming 51

II. Organizational Plan

Section 10. Governance 53
Section 11. Management and Staffing 57
Section 12. Human Resources and Employment 61
Section 13. Professional Development 68
Section 14. Student Recruitment and Enrollment 70
Section 15. Parent and Community Involvement 79

III. Business Plan

Section 16. Facilities 83
Section 17. Transportation Service 85
Section 18. Food Service 87
Section 19. School Safety and Security 87
Section 20. Budget 89
Section 21. Financial Management and Oversight 61
Section 22. Start-Up Plan 96

Chart of Attachments (Book 2)..... A97-A342

Addenda

Addendum A. Replications ..... n/a
Addendum A1. High-Performing Replications ..... n/a
Addendum B. Education Service Providers ..... n/a

School District of Manatee County
Charter Renewal Application Form
2022-2023

Charter School Name: VISIBLE MEN ACADEMY, INC.

School Address: 921 63rd AVENUE E. | BRADENTON, FL 34203

I hereby certify that the information submitted for renewal is true to the best of my knowledge and belief; that this application has been approved by the school's Governing Board; and that, if awarded a renewed charter, the school shall continue to be open to all students on a space available basis using the lottery system, and shall not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need or proficiency in English language, and academic achievement.

Signature of Governing Board Chair (or designated signatory authority) — Date: 10/27/2022

NAIEMA FRIESON
Printed Name of Governing Board Chair (or designated signatory authority) — Date

Signature of Principal — Date: 10/27/2022

Dr. JANJAY GEHNDYU
Printed Name of Principal — Date

Year School Opened	2012-2013
Current Enrollment	67
Charter Maximum Enrollment	126
Current Grades Served	KINDERGARTEN - GRADE 5

The Manatee County School Board is committed to continued sponsorship with charter schools that demonstrate academic success, fiscal accountability, and appropriate governance. To demonstrate a successful charter school program, the completion of the charter renewal process must present evidence of success in all areas. This updated application, the classroom walkthroughs, and the checklist indicators represent elements of program review. These items ensure that the criteria outlined in 1002.33(8)(a) have been considered in addition to attainment of the student performance requirements that are stated in the charter.

APPLICATION COVER SHEET

NAME OF ~~PROPOSED~~ CHARTER SCHOOL: VISIBLE MEN ACADEMY

NAME OF NON-PROFIT ORGANIZATION/MUNICIPALITY UNDER WHICH CHARTER WILL BE ORGANIZED OR OPERATED:
VISIBLE MEN ACADEMY, INC.

If a non-profit organization, has it been incorporated with Florida's Secretary of State? YES

Provide the name of the person who will serve as **the primary contact** for this Application. **The primary contact** should serve as the contact for follow-up, interviews, and notices regarding this Application.

NAME OF CONTACT PERSON: Dr. Janjay Gehndyu

TITLE/RELATIONSHIP TO NON-PROFIT: School Principal

MAILING ADDRESS: 921 63rd Avenue E. | Bradenton, FL 34203

PRIMARY TELEPHONE: 941-758-7588 ALTERNATE TELEPHONE: ( )

E-MAIL ADDRESS: janjay.gehndyu@vmacademy.org

Names, roles, and current employment of all persons on applicant group, i.e. anyone with a role in drafting the substantive content of this application or expected to have a significant role with the school, including any consultants or employees of an Education Service Provider. Add lines as necessary.

Full Name	Current Job Title & Employer	Role with Proposed School
SEE ORGANIZATIONAL	CHART AT ATTACHMENT 'M' for names and roles of	
current VMA staff.		

Projected Date of School Opening (Month/Year): N/A

Do any of the following describe your organization, or the school proposed in this application?

_____Seeks approval to convert an already existing public school to charter status. (*Applicant must attach as Attachment A evidence of compliance with the voting requirements set forth in section 1002.33(3)(b), F.S.*)

_____Will be a charter school-in-the-workplace pursuant to section 1002.33(15), F.S.

_____Will be a charter school-in-a-municipality pursuant to section 1002.33(15), F.S.

_____Will be a charter school in a development pursuant to section 1002.33(10)(e)7., F.S.

_____Will contract or partner with an Education Service Provider (ESP). *(See definition of an ESP in the Addendum, which applicant must complete if using an ESP.) If yes, include the provider's portfolio in answering the questions below regarding pending applications and school openings.*

Name of ESP: _____

_____Seeks approval to replicate an existing school model. *(See definition of a replication in the Addendum, which applicant must complete if replicating a school model.)*

_____Seeks approval to replicate an existing High Performing Charter school model pursuant to section 1002.331, F.S.. *(Applicant must complete Addendum A1.)*

Does the applicant group have one or more charter school applications under consideration by any other authorizer(s) in the United States or intend to apply for one or more charter school applications to open in the upcoming school year other than the one presented here? _____Yes __X__No *If yes, complete the table below (add lines as necessary).*

State	Authorizer	Proposed School Name	Application Due Date	Decision Date

Does this applicant group have approved applications for schools or campuses scheduled to open in the United States in the future? _____Yes __X__No *If yes, complete the table below (add lines as necessary).*

Planned School Name	Authorizer	City, State	Opening Date

Does this applicant group operate schools or campuses in Florida or elsewhere in the United States? _____Yes _____No *If yes, complete DOE Form IEPC-M1A which can be found at http://www.fldoe.org/schools/school-choice/charter-schools/charter-school-reference, and include as Attachment DD.*

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. I understand that incomplete applications will not be considered. The person named as the contact person for the application is so authorized to serve as the primary contact for this application on behalf of the applicant.

_____ _____

Signature *Title*

_____ _____

Printed Name *Date*

Executive Summary

VMA was founded more than ten years ago upon the simple premise that there is no inevitable correlation between ethnicity, poverty, and low student performance. We are of the firm belief that any student, regardless of race, circumstance or economic constraints is capable of academic excellence.

Visible Men Academy asserts that when this core belief in high academic achievement for every student is bound together with character guidance and thoughtful social and emotional empowerment, a philosophy results that makes VMA much more than just an elementary school. It creates a vehicle for a vision that will impact our boys as they grow into young men. A vision that touches the families we serve today's society the one these Visible Men will inhabit in their future. The majority of students of Visible Men Academy are from non-traditional households, i.e., single-parent, grandparent caregivers, aunts or extended family members or are, from time-to-time, homeless. It is the responsibility of VMA to meet not only the educational needs of these boys, but we are also duty-bound to engage, intervene, and support them and their caregivers on their terms, in their personal spheres as well.

Our students and their families regularly need much more than the education we provide, they often turn to us for social and emotional support, wellness advice financial intervention, and various other wraparound services we refer or provide. Because of this 'extra-curricular' need, the culture of VMA is crafted specifically to understand the broad and divergent view of what 'family' means. And while Parents and caregivers are a main spoke of the VMA wheel, our wholistic family is much larger and far more complex.

Likewise, we fully embrace and honor our faculty and staff, donors, corporate partners, alumni, and our friends as part of the VMA family. Like us, they understand that "school" is not just one thing, teaching is not just subjects taught, and that academic education is not the ultimate goal—it is but one tool in a mighty arsenal. For us, the real meaning of SCHOOL is to teach the whole child to grow, to think, to nurture himself and others, to be strong, and smart, and giving and caring, and to learn that he can reach for more than he sees and be whatever he dreams of being. THAT is teaching. That is VMA, and it is our real and true mission.

While VMA is a small stand-alone program designed to serve a specific demographic, we hold tremendous promise for improving the educational outcomes of the students we teach year-after-year from Manatee and Sarasota Counties. We acknowledge and respect the staunch support from the diverse communities we serve, and we believe we are a visible and well-regarded institution in the region's public education landscape.

VMA is fortunate to have a powerful Executive Board, led by Naiema Faison, who is committed to the long-term success of Visible Men Academy. Equally committed is the school's management team, led by Dr. Janjay Gehndyu, Principal, Co-Founder Louis Parker, and Senior Director of Development, Laura Randall. The experience and dedication of this dynamic group of professionals is second only to their unwavering duty of care for the School and its populations.

We are obligated to acknowledge our sometimes inconsistent past and understand that Visible Men Academy is at an important juncture in its existence. Now, even more than at its founding, our organization's work is under intense scrutiny. We know we must harness our collective energies to show, with actions and results, unquestionable planning, execution, and success on every front. Renewal of our charter is crucial to the people who understand the value we provide, and it is very important to us to be able to continue the work we began ten years ago.

As a result of this clarity of purpose, VMA has refined its team and honed its strategy to reflect its re-energized views on what is needed to create the best possible outcomes for our students. It will not be an easy task, and we will face challenges along the way, but we have exactly the right people in place and the ability, the hunger, and resolve to make it happen.

TABLE OF CONTENTS

Application Title Page i
Application Cover Sheet ii
Application Signature Page iii
Executive Summary iv
Table of Contents v

I. Educational Plan
Section 1. Mission Guiding Principles and Purpose 1
Section 2. Target Population and Student Body..... 5
Section 3. Educational Program Design 13
Section 4. Curriculum and Instructional Design 19
Section 5. Student Performance 33
Section 6. Exceptional Students 40
Section 7. English Language Learners 52
Section 8. School Culture and Discipline 58
Section 9. Supplemental Programming 65

II. Organizational Plan
Section 10. Governance 66
Section 11. Management and Staffing 73
Section 12. Human Resources and Employment 78
Section 13. Professional Development 85
Section 14. Student Recruitment and Enrollment 87
Section 15. Parent and Community Involvement 100

III. Business Plan
Section 16. Facilities 105
Section 17. Transportation Service 107
Section 18. Food Service 109
Section 19. School Safety and Security 111
Section 20. Budget 112
Section 21. Financial Management and Oversight 114
Section 22. Start-Up Plan 119

Chart of Attachments (Book 2)..... A120-A???

Addenda
Addendum A. Replications ..... n/a
Addendum A1. High-Performing Replications ..... n/a
Addendum B. Education Service Providers ..... n/a

I. EDUCATIONAL PLAN

Section 1: Mission, Guiding Principles and Purpose

A. Provide the mission and vision statements for the proposed charter school. The mission is a statement of the fundamental purpose of the school, describing why it exists. The vision statement outlines how the school will operate and what it will achieve in the long term. The mission and vision statement provide the foundation for the entire proposal, and taken together, should illustrate what success looks like.

The mission of Visible Men Academy (VMA) is to provide boys from at-risk communities with outstanding academic, character, and social education in a nurturing school environment. The purpose is to deliver a high-quality educational experience that meets the specific needs of at-risk elementary school aged boys through the collaborative efforts of administrators, teachers, parents, the broader community, and the students themselves.

The VMA vision is to lead boys toward a realization of their innate strong character — boys who are family orientated, community conscious, and globally aware. Through a firm foundation of intellectual and academic diligence, VMA students learn to meet the expectations of challenging environments and become determined to pursue a college education. VMA students gain vast exposure to future personal and career possibility. These combine a sense of control over their futures - a critical orientation for lifelong success, personal fulfillment, and societal contribution.

B. Provide the page number(s) of the material within this application that describes how the proposed school will utilize the guiding principles found in section 1002.33(2)(a), F.S.

In accordance with the law, charter schools shall be guided by the following principles:

- *Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state's public school system.* *PAGE(S) 15-18*
- *Promote enhanced academic success and financial efficiency by aligning responsibility and accountability.*
  - Data-based decision-making *PAGE(S)(throughout)*
  - Structured professional development and a well-resourced environment that enables high-quality instruction from teaching staff *PAGE(S) 86-87*
  - Consistent reporting to the governing board in order to allocate resources against areas of greatest student needs — systematic fiscal awareness, attentiveness, and responsiveness *PAGE(S) 116-119*
-
- *Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school.* *PAGE(S) 36, 88-97 & 101-103*

VMA meets high standards of student achievement by:

- Providing a rigorous and innovative curriculum that enables every student to achieve academic success, as demonstrated by mastery of the Florida's B.E.S.T Standards.

- Providing opportunities for all students, families, and the community to become involved in the educational process
- Providing opportunities for all students to be involved in individual and group learning through a proven blended learning experience
- Integrating assessment and intervention within a multi-level prevention system to maximize student achievement and address behavior concerns.

VMA promotes enhanced academic success and financial efficiency by aligning responsibility and accountability through:

- Structured professional development and a well-resourced environment that enables high-quality instruction from teaching staff
- Group and individualized instruction for each student with frequent feedback supplied from teachers
- Increasingly intense levels of intervention
- Data-based decision making
- Multiple feedback mechanisms for parents and families
- Consistent reporting to the governing board in order to allocate resources against areas of greatest student needs — systematic fiscal awareness, attentiveness, and responsiveness

In the following ways, VMA provides parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school:

- Provide progress monitoring assessment results on an annual basis for every year the student participates in progress monitoring
- Beginning of year diagnostic testing results indicating whether student is below, at, or above grade level
- Communication regarding the student's progress during the school year
- Interim (Mid-Quarter) Reports
- Quarterly Report Cards
- Parent-teacher meetings conducted so as to track achievement levels and student progress
- If applicable, parents will participate in other forms of communications such as Educational Plans (EPs), Individual Education Plans (IEP), and English Language Learner Plans (ELL)

In addition, VMA will use written, electronic, and oral methods to maintain an ongoing communication with parents. VMA will communicate the information obtained from progress monitoring to parents each time the data are analyzed to make instructional decisions at regular intervals. Parents will be actively engaged in all the decisions regarding adjustments to interventions and related changes to a student's curriculum.

C. Provide the page number(s) of the material within this application that describes how the proposed school will meet the prescribed purposes for charter schools found in section1002.33(2)(b), F.S.

In accordance with the law, charter schools shall fulfill the following purposes:

- *-Improve student learning and academic achievement.* ***PAGE(S) 3-4***

- *-Increase learning opportunities for all students, with a special emphasis on low-performing students and reading. PAGE(S) **3-4***
- *-Encourage the use of innovative learning methods. PAGE(S) **3-4***
- *-Require the measurement of learning outcomes. PAGE(S) **3-4***

VMA offers a high-quality educational experience in a nurturing environment that holds itself and its students accountable for meeting self-imposed goals and standards, as well as those required by the State of Florida and the School District of Manatee County (SDMC). VMA has a deeply held philosophy around a set of guiding principles aimed at increasing the achievement of each boy to middle school levels, and toward a realization of his innate strong character. Those principles are:

- Fostering an academically rigorous and challenging learning environment with a focus on both process and results
- Recognizing character development of young people as the key growth priority and as the core element of self-actualization
- Creating and sustaining a safe and nurturing school community built on respect, teamwork, humanity, and love
- Cultivating an inspiring, energizing, creative, and dynamic teaching and learning culture based on sound pedagogical principles that are enhanced by a progressive approach to technology and blended learning
- Establishing and maintaining high expectations of citizenship, conduct, and performance coupled with the resources and unwavering commitment to supporting students in meeting them
- Engaging students' families and community members as a critical element in the educational experience

To meet this goal of preparing our boys for a middle school education, the school commits to:

- Deliver increased learning opportunities for its all students, by providing challenging curriculum within a nurturing, quality-learning environment
- Continually and consistently assess student results for opportunities for differentiated and individualized instruction tailored to each student's needs, ensuring consistent increased student achievement outcomes
- Expose students to blended learning environment that helps them build skills necessary for success in a 21St century environment
- Expect and encourage that all students will realize their highest academic potential, especially in the core subjects of language arts, mathematics, science, and social studies, and provide the means for these students to reach their potential
- Match or surpass the average student academic performance of the local district in all required public accountability tests, (e.g., F.A.S.T.)
- Capitalize on the ever-expanding Visible Men Network of male role models to provide learning opportunities and mentorship for each boy along with routine engagement with accomplished professionals

The school's educational program is designed with an emphasis on accelerating low performing students through specific innovative learning methods and strategies that have proven successful in raising student learning and achievement, particularly in reading. These include but are not limited to:

- A standards-based curriculum that integrates the core areas of study such as mathematics, language arts, and science
- Appropriate assessments for learning (screening, progress monitoring, and diagnostic)
- Data-driven high quality differentiated instruction
- Supplemental programs for student advancement and remediation
- Support for teachers and ongoing professional development

VMA will have a special emphasis on reading for low-performing students. VMA's Literacy Leadership Team (LLT) will be responsible for monitoring student progress, address issues related to reading instruction, organize professional development activities, provide mentoring, and facilitate data analysis. The team will ensure that the Comprehensive Research Reading Plan (CRRP) for Manatee County is implemented with fidelity and includes the following:

- A highly qualified reading coach
- Professional development for all teachers in scientifically based reading instruction (please see below), including strategies to teach reading in content areas and with an emphasis on technical and informational text
- Supplemental instructional materials grounded in scientifically based reading research; students meeting Florida's B.E.S.T. Standards

The professional development activities will include:

- Renaissance Programs: STAR Early Literacy, STAR Reading and Accelerated Reader Programs
- Content Area Reading (CAR-PD) and CAR-PD Plus
- Reciprocal Teaching
- Differentiated Instruction
- Data Analysis
- WriteReflections training
- Arts integration support and training via USF Center for PAInT

The school - teachers, administrators, and governing board - will hold itself accountable for the measurement of learning outcomes. VMA will participate in all applicable components of the Florida State Accountability system as required by Florida Statute, as well as other age-appropriate assessments that may be recommended by the State and/or Sponsor. The School will utilize data from the State's published F.A.S.T, nationally normed assessments, as well as interim benchmarks, to measure its progress in meeting the needs of its student population. The school will use this data along with other classroom-based assessments to annually set learning targets at the school and student level. These assessments will guide the development of differentiated and individualized instruction opportunities focused on student outcomes.

The VMA community, including the governing board, continually monitors progress towards these learning targets. In addition, the School will report on its goals, the learning outcomes of its

students, and other pertinent school wide data through the State-issued Annual Accountability Report.

D. Provide the page number(s) of the material within this application that describes how the proposed charter school will fulfill the optional purposes of charter schools found in section1002.33(2)(c), F.S. If one or more of the optional purposes does not apply to the proposed school, please note: "N/A." **This section is optional.**

In accordance with the law, charter schools may fulfill the following purposes:

- -*Create innovative measurement tools.* *PAGES(S) 14*
  - -*Provide rigorous competition within the public school district to stimulate continual improvement in all public schools.* PAGE(S) _____
  - -*Expand the capacity of the public school system.* PAGE(S) _____
  - -*Mitigate the educational impact created by the development of new residential dwelling units.* PAGE(S)
  - -*Create new professional opportunities for teachers, including ownership of the learning program at the school site.* PAGE (S)_____

VMA expands the options available to the families of Manatee County and the education of their school-aged boys. VMA offers a gender-specific school designed to promote intellectual and academic advancement while simultaneously addressing the local social and emotional challenges of the environment for at-risk boys.

I. EDUCATIONAL PLAN

Section 2: Target Population and Student Body

A. Describe the anticipated student population to be served and how that aligns with the school's mission. Applicants should state if they will give enrollment preference or limit the enrollment process, as allowed by law, to certain student populations defined in section 1002.33(10)(d) & (e), F.S.[2] If the applicant intends to have enrollment preferences, they should be described in Section 14 of the application.

VMA provides boys from at risk" communities with outstanding academic, character and social education in a nurturing school environment. As part of our mission, VMA explicitly seeks to educate the most disadvantaged students in Manatee County targeting at-risk populations--generally referring to students who are at risk for school failure.

Analysis of large-scale data collections have found that lower student achievement and school dropout rates are directly associated with certain student characteristics, including low socio-economic status (SES), racial or ethnic minority background, single-parent family, mothers with low education, and limited proficiency in English, (Miller, 1993)

The Founding Group of VMA believed that college readiness begins in elementary school as supported by the 2009 McKinsey & Company Report on "The Economic Impact of the Achievement Gap in American's Schools". All children can attend college if given a sound educational opportunity. This belief is translated into the VMA culture of extremely high expectations and personal responsibility for students supported with a nurturing school environment. All staff, parents and students are aligned in this belief, and all programs and instructional programs are designed to equip students with the skills they need to attend and succeed in elementary school, then in middle school, and ultimately college.

7

B. If a facility has not been identified in Section 16 of this application, state the geographic area which the applicant intends to serve.

Not Applicable – See Section 16 of this application,

C. Provide enrollment projections in the table below for each year of proposed operation. These projections are not enrollment caps. Annual capacity determinations will be made by the governing board in conjunction with the sponsor per section 1002.33(10), F.S.

VMA screens, recruits, and enrolls all eligible boys from Manatee and Sarasota Counties in grades K thru 5th including English Language Learners (ELL), Exceptional Students (ESE) reflective of the surrounding community

Enrollment projections for the five-year period beginning with VMA's renewed charter contract is as follows:\

School Year	Grade Level	Projected Enrollment	Enrollment Capacity
2023-24	Kindergarten - 5th	75	100
2024-25	Kindergarten - 5th	95	125
2025-26	Kindergarten - 5th	115	125
2026-27	Kindergarten - 5th	125	125
2027-28	Kindergarten - 5th	125	125

For the school year 2022-2023, VMA added a second 4th Grade class comprised of the prior year's third grade students matriculating to 4th Grade, plus additional newly enrolled students. Recruitment in the community will be continuous for all grades but also concentrated on the 3rd & 4th Grade demographic in order to maintain the need for the second Fourth Grade classroom.

For the school year 2023-2024, VMA will add a second Fifth Grade class to accommodate matriculation of the students from the two Fourth Grade classes.

D. Provide a brief explanation of how the enrollment projections were developed.

It is the intention of VMA to reflect the community it serves. VMA expects its student population to have a high proportion of at-risk African American and Hispanic boys

largely reflecting the demographics of students enrolled in the Bradenton/Palmetto area of Manatee County to the north and the North Sarasota/Newtown community in Sarasota County to the South.

An admissions policy was implemented wherein the School will be open to male students in Manatee County and Sarasota County with enrollment preference extended to at-risk students. Any eligible student, as described in Fla.Stat.§1002.33(10), who submits a timely application and whose parents accept the conditions of the Parental Involvement Contract shall be considered, unless the number of applications exceeds the capacity of the program, class, grade level, or building. If the number of applications falls short of the established capacity, supplemental registration periods may be held for the purpose of reaching student capacity.

Florida's charter school legislation, Fla. Stat. §1002.33(10)(e), provides that the School may give enrollment preference to certain student populations. Said student populations include:

- Students who are siblings of a student enrolled in the charter school
- Students who are the children of a member of the Governing Board of the charter school
- Students who are the children of an employee of the charter school

Additionally, in order to minimize any traffic impact caused by the school and ensure that the school is available to serve the residents of the neighborhood where the school is located, the Governing Board of the charter school may elect to limit the enrollment process to target students residing within a reasonable distance of the school as provided under F.S. §1002.33 (10)(e).

In accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, Section 1000.05(2)(a) the School will not discriminate on the basis of race, ethnicity, national origin, gender (with the exception of allowances permitted by Title IX), disability, or marital status against a student in its school admission process.

E. Briefly explain the rationale for the number of students and grade levels served in year one and the basis for the growth plan in subsequent years as illustrated in the table above.

For the purpose of this document, "Year 1" in the above table refers to the first academic year of the charter term, should this application be renewed. Year 2 reflects an incremental increase above the first year with "capacity' for year 1 & 2 is based on the number of hired faculty and not building space. Years 3-5 represent the student count at the maximum number based on space, with faculty being hired based on maximum head count.

Evaluation Criteria: Target Population and Student Body

Reviewers will look for:

- *A clear description of the students the charter school intends to serve including any target populations in accordance with Florida law.*
- *Alignment of the targeted student body with the overall mission of the school.*

I. EDUCATIONAL PLAN

Section 3: Educational Program Design

A. Describe the proposed charter school's educational program.

VMA's educational program is designed to help students achieve our mission —developing boys who are prepared for middle school and have realized their innate strong character. The key components of the model include:

1. Single Gender Programming
2. Blended learning with opportunities for individualized instruction
3. Visible Men Success Curriculum, emphasizing success imagery and modeling of contemporary adult males as critical components to accomplishment (VMA curriculum)

1. Single Gender Program

The fundamental design of VMA's educational & social-emotional program is informed by research on the efficacy of a single gender educational model for our student population — at-risk boys.

Cornelius Riordan, educational researcher and Associate Professor of Sociology at Providence College, notes that positive results of single gender education are most dramatic amongst African American and Hispanic children. Riordan further adds that the performance of African American and Hispanic students in single gender schools is stronger on all tests, on average scoring almost a year higher than similar students in coeducational settings. [1]In addition, the U.S. Department of Education recently concluded, "single-sex schooling can be helpful, especially for certain outcomes related to academic achievement and more positive academic aspirations." [2]

Alignment with Amended Title IX

The Title IX legislation indicates that a single gender program shall be permissible as long as the single gender environment is integral to the learning objectives of the program. Thus, the school's core curriculum will be tailored to the needs of young men, as supported by ever-updated research, and provided in a single gender environment, wherein such a focused approach will prove directly beneficial to the achievements of the students we serve.

2. Blended Learning with significant individualized instruction

Individualized instruction is essential to drive student achievement at every level. Individualized instruction occurs in two forms at VMA: online instruction and in a Response to Intervention (RTI) program that offers tutor-led, small-group interventions for the lowest- performing quartile of students, both which take place in learning spaces on campus. Online learning and tutors help to make a child's classroom work more productive because he has more instructional time dedicated to filling specific skills gaps. The individualized instruction that students receive in learning labs allows teachers to have more classroom time to focus on extending the boys' critical thinking skills. In addition, VMA uses methods to integrate the online learning and the teacher led instruction to create a robust picture of each student's skills and abilities.

3. Visible Men Success Curriculum, emphasizing success imagery and modeling of contemporary adult males as critical components to accomplishment.

All VMA students will engage with the Visible Men *Success Curriculum.* While this course of study is not a core academic area of the school, it will be a fundamental and standard element of the VMA experience.

The purpose of the Visible Men *Success Curriculum* is to immerse boys in the study of success through the lives of contemporary male role models. This emphasis on success imagery exists to provide boys with vast exposure to future possibility. By expanding school-aged boys' vision of possible personal, family, professional, and civic options, the curriculum helps to invest them in their futures. As this attachment strengthens, it increases the likelihood that young boys will make healthy decisions and display good judgment on a day-to-day basis. They are more committed to a constructive present in order to protect a bright future. This is the cornerstone of the Visible Men character development philosophy and approach.

The Visible Men *Success Curriculum* is based on the following Success Principles:

Strong Character	Dreaming
Personal Presence	Health
Healthy Relationships	Work Ethic
Spiritual Development	Citizenship
Achievement Attitude	Leadership

These 3 key elements are integrated into a standards-driven curriculum to meet the objective of preparing our boys for a middle school and, ultimately, a challenging college preparatory high school experience. This educational plan is designed to ensure boys develop the skills and knowledge to master the Florida's B.E.S.T. Standards, as adopted.

Benefits of the VMA model for At-Risk Students

VMA serves a student population that is highly reflective of the neighborhood in which the school is located. The VMA model leverages several strategies that are proven to be highly effective in improving outcomes for at-risk student performance, including Special Education Students and English Language Learners. These strategies include:

Early Detection: VMA will use assessments in reading, writing, and math to help identify struggling students within the first six weeks of school, and every two months thereafter.

Individual Learning Plans: VMA will use the ILP system to track a student's needs and progress over time for students falling below our academic expectations. The ILP is used with all VMA students to allow teachers and tutors to collaborate on best practices and successful past interventions with each student. The ILP is updated with objectives for students determined to be academically at-risk and focuses on the skills and strategies that will enable them to make expected grade-level gains.

Focused Instruction: The standard VMA instructional approach is for teachers to differentiate their plans for groups of students in order for all students to master the same grade-level standards. For example, in the WriteReflections Workshop, there may be a group of second

graders still working on the basics of capitalization and punctuation. Others will be focused on more advanced grammatical issues in their writing like subject/verb agreement or plurals. Still others will be working on creating better story maps to make it easier for them to craft a new story. By differentiating for subgroups in each lesson, teachers meet the individualized needs of every learner.

Direct Intervention: The data found through integrating the online learning and the teacher led instruction will help identify the lowest quartile of students and allows the school Principal and teachers to schedule those students for direct intervention with tutors in the learning labs.

Ongoing Assessment: Data will be gathered both through frequent interim assessments performed in the subject areas and from students' progress on the online programs in learning labs. This data will provide teachers and school leadership with the tools they need to track all of their students.

Teacher Collaboration: Teachers gather as grade level teams, as content area specialists, and with tutors regularly to compare student data, discuss students, and discuss instructional strategies, interventions, and enrichment. This is realized through a schedule that includes monthly MTSS meetings, to give staff time for professional development.

B. Describe the basic learning environment (e.g., classroom-based, independent study, blended learning), including rationale for class size and structure and how the learning environment supports and is consistent with the mission.

The mission of Visible Men Academy (VMA) is to provide boys from at-risk communities with outstanding academic, character, and social education in a nurturing school environment. Through a firm foundation of intellectual and academic diligence, VMA students will be equipped to meet and exceed the expectations of challenging high school environments and will be eager and determined to pursue college education.

The VMA mission is built from a set of guiding principles, each linked to specific elements of the school's educational program

- Foster an academically rigorous and challenging learning environment with a focus on both process and results
- Recognize character development of young people as the key growth priority and as the core element of self-actualization
- Create and sustain a safe and nurturing school community built on respect, teamwork, humanity, and love
- Cultivate an inspiring, energizing, creative, and dynamic teaching and learning culture based on sound pedagogical principles that are enhanced by a progressive approach to technology and blended learning
- Establish and maintain high expectations of citizenship, conduct, and performance coupled with the resources and unwavering commitment to supporting students in meeting them

C. Describe the research base used to design the educational program.

VMA's educational program is specifically designed to:

- Improve the academic performance of all students, including academically at-risk students, by tailoring curriculum to individual learning styles, by focusing on strengths, by setting high academic expectations, by viewing differences as assets rather than liabilities, and by incorporating best educational practices into the classroom and the curriculum.
- Increase positive self-image by providing students with successful learning experiences.
- Extinguish inappropriate behavior patterns by utilizing a behavior management program that focuses on positive behaviors through a highly structured reward system.

VMA's educational program is built upon the research that supports the three unique characteristics of our program, as stated previously:

1. The case supporting single gender schools for young boys
2. The power of RTI to individualize instruction for students
3. The power of success imagery to connect young people to future possibility and a strong sense of control over their lives

1) On all indicators of academic achievement, educational attainment, and school success, African American and Latino males are noticeably distinguished from other segments of the American population by their consistent clustering at the bottom (Schott, 2010).

These patterns have become so common and widespread that a recitation of the dismal statics no longer generates surprise or even alarm (Noguera, 2012). As mentioned above, the research of the solution of single gender schooling is mixed with one important exception.

When it is provided to low income mainly minority males. VMA believes that it is not just the existence of the single gender school, but the high expectations, achievement culture, strong values, and emphasis on character, which will empower our young men to reach their destiny.

2) The curriculum that breathes life into the educational program at VMA is built upon the following foundational Response-to-Intervention (RTI) principles:

- The idea that *all* students can learn.
- Instructional decisions are based upon current student data.
- Instructional practices are proven to be effective.
- A multi-tiered system of prevention and interventions.
- A unified approach to address student needs proactively.
- Collective responsibility among all educators for the academic progress of *all* students.

National Center on Response to Intervention http://www.rti4success.org/

We have designed our program based on research and experience where we have seen the power of individualizing and differentiating instruction for every child. While a noble goal, we know that implementing this every day is a momentous task for even the most talented and well-meaning teacher. As outlined by Carol Tomlinson% instruction can be tailored in terms of content, process, product, and learning environment to improve student performance. We believe

technology has been the missing ingredient to effectively personalize instruction for every child. At VMA, we anticipate serving a population with both diverse and distinct learning needs, background knowledge, experiences, and interests. Our solution is to place technology in the hands of students to create new learning opportunities for them.

3) VMA was started as the founder noticed that many young boys, he mentored lacked the internal resiliency and self-actualization to push forward to realize the opportunities that exist for them. That led to a deep study of the concept of "internal locus of control" which is the extent to which individuals believe that they can control events that affect them. Many studies point to the fact that environmental circumstances (such as privilege and disadvantage) cause locus of control beliefs and attitudes to form. VMA was founded to reverse this trend in young males. The after-school wrap around program has extended the locus of control work to reestablish positive identities for boys targeted in pilot programs.

D. Provide a sample daily schedule and school annual calendar, including the annual number of days and hours of instructional time as Attachment B. (Note: if approved, the Governing Board will formally adopt an annual calendar)

Annual Calendar: VMA will extend the annual public-school calendar established by Manatee County School District. The School will comply with the minimum requirement of at least 180 instructional days per school year and offer optional, additional schooling for four weeks-at the end of each school year and one Saturday per month for a total of 208 days of instruction. The school day will run from 7:20 am – 3:00 pm

E. Explain how the services the school will provide to the target population support attainment of the state-adopted standards, as required by section 1002.33, F.S.

The school's educational program is designed with an emphasis on accelerating low performing students through specific innovative learning methods and strategies that have proven successful in raising student learning and achievement, particularly in reading. These include but are not limited to:

- A standards-based curriculum that integrates the core areas of study such as mathematics, language arts, and science
- Appropriate assessments for learning (screening, progress monitoring, and diagnostic)
- Data-driven high quality differentiated instruction
- Supplemental programs for student advancement and remediation
- Support for teachers and ongoing professional development
- Supplemental instructional materials grounded in scientifically based reading research.

VMA will have a special emphasis on reading for low-performing students. VMA's Literacy Leadership Team (LLT) will be responsible for monitoring student progress, address issues related to reading instruction, organize professional development activities, provide mentoring, and facilitate data analysis. The team will ensure that the Comprehensive Research Reading Plan (CRRP) is implemented with fidelity.

Reviewers will look for

- *An educational program design that:*
- *Is clear and coherent.*
- *Is based on effective, experience-or research-based educational practices and teaching methods, and high standards for student learning.*
- *Aligns with the school's mission and responds to the needs of the school's target population, and*
- *Is likely lead to improved student performance for the school's target population.*
- *A proposed daily school schedule and annual calendar that complies with statutory requirements for annual number of instructional minutes/days and aligns with priorities and practices described in the educational program design.*

Section 4: Curriculum and Instructional Design

A. Describe the school's curriculum in the core academic areas, illustrating how it will prepare students to achieve Florida standards. Describe the primary instructional strategies that the school will expect teachers to use and why they are appropriate for the anticipated student population. Describe the methods and systems teachers will have for providing differentiated instruction to meet the needs of all students, including how students who enter the school below grade level will be engaged in and benefit from the curriculum and the formalized multi-tiered level of supports that will be provided to students who are performing below grade level.

The VMA curriculum will follow Florida's B.E.S.T Standards for the subject areas of English/language arts (includes reading and writing), mathematics, science, social studies, art, and music. We place most of our emphasis on the subjects of language arts and math/ science for our students. Our primary educational goal is to ensure grade-level proficiency in literacy and math by second grade and achievement above grade level by the time students leave VMA in ~~8~~th 5th grade. Students will also take science, social studies, and arts at all grade levels to broaden their understanding of the world and to create avenues to exercise different facets of their intelligence. The curriculum at VMA will be aligned with Florida's B.E.S.T. Standards with the goal that students will not only achieve the objectives specified in the charter but will also master the academic content standards in core curriculum areas.

Curriculum Implementation

Reading

By combining rigorous English/Language Arts classroom instruction with individualized instruction through the Response to Intervention model, we help our students make rapid gains in literacy skills. Reading is central to all parts of the VMA curriculum, especially in grades K-2. We will also actively prioritize reading above other subject areas in the early grades and for students who are still struggling in later grades.

We are firm believers in the findings of the National Reading Panel ("NRP"), which reviewed all of the available high-quality research with measurable results and a study size and student composition indicating that they could be generalized to the entire population of American

students. They found five general areas of reading instruction that were crucial for developing excellent readers: phonemic awareness, phonics, fluency, vocabulary, and text comprehension. The Florida's B.E.S.T. standards are likewise organized around these areas for the early grades.

VMA uses Pearson's Developmental Reading Assessment ("DRA 2") to diagnose current reading ability with students. DRA 2 contains running record assessments measuring a student's fluency and comprehension that establishes a baseline reading ability. These assessments drive decisions about whether students need additional classroom support or tutoring during learning labs.

Instructional Strategies for Reading

During our Language Arts block, time will be split between whole-class reading instruction, writing, as described in the next section; small-group guided reading instruction; and in the upper grades an additional focus on shared reading using chapter books. During whole-class reading instruction, textbook-based activities may include read alouds, choral reading, shared reading, and explicit phonics instruction. During guided reading time, teacher's work with groups of four or five students; when students are not working with the teacher, they will rotate through a variety of literacy centers, practicing skills relevant to their stage of development. We expect that a significant amount of small group time in K-2 will be spent on oral language acquisition and fluency for our ELL students, and on phonemic awareness and phonics skills leading to grade-level reading fluency. In grades 3-5, students who are performing at grade-level will have mastered most aspects of oral language, phonics, and phonemic awareness, and we will be focused more on deep vocabulary investigation and comprehension of fiction and nonfiction texts. In grades 6-8, the program will focus on critical and creative thinking skills based on fiction and non-fiction topics covering the reading process, literary analysis, the writing process, communication, information, and media literacy. Across all grade levels, teachers will work vigorously to develop students' reading fluency, which is a key to their ability to develop more of their concentration to analysis of the text.

In addition, in 5th Grade, all VMA students will be expected to complete an Extended Analysis Project. The Extended Analysis Project is similar to an honor's thesis, which will require the student to utilize their academic skills of math, reading, writing, and possibly other areas ~~as well~~. The students will present their projects at the conclusion of the year, which will be their opportunity to demonstrate their overall learning, knowledge, and capacity as independent, life-long learners.

Writing

Children begin writing their first day at VMA. VMA will implement the Write Reflections (www.writereflections4u.com) Six Trait Writing Model to guide their writing instruction. This model identifies six qualities seen in outstanding written works. These traits include:

1. Ideas: The content or main theme-can be seen as the heart of the message.
2. Organization: The internal structure of the writing.
3. Voice: The personal voice of author comes through-this gives a sense of a real person speaking.
4. Word Choice: The use of precise, colorful, and rich words to communicate.
5. Sentence Fluency: The writing flows together often with a rhythm or cadence.

6. Conventions: Mechanical correctness, including spelling and grammar.

We will adapt this six-trait rubric to provide students with specific feedback on their writing. The rubric emphasizes the development of ideas, organization, and voice, which supplements students' and teachers' natural tendency to emphasize word choice, sentence fluency, and grammatical conventions.

The Six Traits Writing model gives the VMA staff a solid foundation of key traits to focus on in their application of writing and also provides the staff with a specific model of instruction. However, teachers often require further support depending upon their experience levels. Consequently, VMA uses other writing strategies such as Lucy Calkins Units of Study, or others.

Instructional Strategies for Writing: Writing will be taught as a different block of the Language Arts instructional strategies and will vary by grade level. For beginning writers in Kindergarten, shared writing linked to a read-aloud book will be more common. By second grade, we expect to conduct a structured writer's workshop with students in all stages of development including brainstorming, organizing, drafting, editing, revising, and creating an illustrated final draft. In all grade levels, students will develop the ability to distinguish between expository and narrative writing and the different strategies and purposes behind each style of writing. Each grade level will introduce or extend students' understanding of various genres of writing including narrative, informative/ explanatory, and opinion.

Math

Students will master the basic skills, computational fluency, and conceptual understanding required in Florida's B.E.S.T. Standards. Students will constantly be challenged to reason and communicate mathematically, in addition to demonstrating proficiency in all required math standards. Specifically, teachers will focus on developing students' number sense and algebraic reasoning abilities. This approach is supported by the "Final Report of the National Mathematics Advisory Panel" (USDE, 2008, p. 17). Even young students can begin to understand numbers conceptually and can recognize relationships among mathematical concepts (Building a Foundation for Learning in the Elementary Grades, NCISLA VOL. 1, NO. 2, Fall 2000).

According to research conducted at the University of Texas, Austin, "Number sense not only leads to automatic use of math information, but also is a key ingredient in the ability to solve basic arithmetic computations." (Gersten, 1999) As a result, students are more prepared for the rigors of higher math. Important elements of number sense among young children include linking symbols to quantities, understanding part-to-whole relationships, and being able to make calculations with the same fluency that we stress in reading, so that they can devote more of their thinking to visualizing and tackling difficult word problems.

As students progress, this will be constantly monitored and evaluated by the central organizing theme of preparing them for Algebra, which will drive much of our math instruction. Some of the main concepts that we will help our students internalize to be ready to perform Algebra include understanding multiple representations of data, functions, working with missing information through the use of variables, and inductive reasoning used to prove equations. We

will strive to hire teachers who are generally more fluent and more passionate about the teaching of math as an area of specialty. Additionally, our Principal will find relevant professional development experiences for our math teachers to improve their practices including observations of highly skilled teachers, conferences, and workshops, and exploring professional literature.

Instructional Strategies for Math

In order to focus on deeper comprehension of mathematical concepts, we will strike a balance between building computational fluency and using discussion to help students explain why they reached an answer. Students will focus not only on finding the correct answers but will be expected to articulate how the answers were derived. Our methods will include hands-on activities, classroom discussion about mathematical reasoning, and sufficient calculation practice to make arithmetic operations automatic. This conceptual instruction is further made possible through the supplementation of the Eureka Math program and/or other instructional strategies. These supplementary resources aim to provide our students with a strong conceptual understanding as well as the rote mathematical practice provided within Eureka Math.

Furthermore, math instructors will be focused on developing mathematical units that are backwards planned and focused on the standards that are selected as the "power" or primary math standards for a grade level. This will allow VMA to focus on creating units that are focused on depth of instruction and conceptual instruction as well.

Hands-On Learning through Science

Science provides an opportunity for students to learn by doing. During science instruction, we accelerate students' Cognitive Academic Language Proficiency ("CALP") development by supporting acquisition of academic vocabulary. VMA has a strong science curriculum which blends hands-on inquiry with leveled readers targeted at a student's reading level. We use the McTighe and Wiggins Understanding by Design ("UbD") approach. This approach provides a framework for creating units of study based on state standards. UbD has been shown to develop students' reasoning and interest in science. To develop our curriculum using a UbD framework, we start by backwards mapping Florida’s B.E.S.T. Standards to identify the main objectives in science. Every new teacher at VMA ~~will have~~ has access to a set of UbD units they can use which addresses State Standards, or they can create new ones to add to our library.

Science also provides opportunities to reinforce several very important skills. One of the most important skills a student can learn from these classes in the primary grades is how to effectively read non-fiction text in the content areas (Pressley, 2002). Students will be faced with a multitude of classes throughout the rest of their lives where this skill will be central to their understanding of the content and ultimately their enjoyment and performance in the subject. The critical skills of determining the organization of a non-fiction text, identifying, and understanding key vocabulary terms, and actively summarizing are skills that are not easily learned when reading fiction. At VMA, we will balance our reading in early grades to include both fiction and non-fiction and focus directly on the skills necessary to master non-fiction as they are presented in science.

Science

Science instruction will be integrated into math classes through the use of thematically integrated, standards-based UbD units. Integrating math and science gives boys the context through which to understand how mathematics relates to the physical world. Moreover, science naturally integrates into various aspects of math. Consequently, this integration of subject matter ensures that students will have greater exposure to skill areas like reading expository texts, using scientific notebooks, graphing, organizing data, and many other math and literacy skills that correlate with science.

The science curriculum at VMA will be primarily organized through the implementation of UbD units. At VMA, we will work as a staff to review the Next Generation Sunshine State Standards design a series of UbD units, some of which will emphasize the grouping of several standards, to address a breadth of scientific topics, while other units may explore the depth of a specific scientific topic.

We believe that science offers a broad array of concepts crucial to student understanding. Students will discover and learn about the natural world by using the methods of science as extensions of their own curiosity and wonder. Students will acquire knowledge of the life, earth, and physical sciences from a balanced curriculum, which includes building on their understanding of science concepts to learn about the logic of the scientific method and applications of science to the world around them. Students will develop critical thinking skills of science: observing, comparing, organizing, inferring, relating, and applying.

All students will be exposed to life, earth, and physical sciences. Our desired outcomes from science are an understanding of the process of scientific inquiry, curiosity about the world around them, skills to comprehend informational text, and increased self-esteem from producing a tangible work-product as a result of their understanding.

Instructional Strategies for Science

Science units are taught 4-5 times a week for roughly 45 minutes a day. During this block of time students are engaged in investigations, reading non-fiction leveled texts related to their topics, writing both narrative and expository pieces relevant to the unit, and learning using a variety of instructional strategies including pictorial input charts, expert groups, cognitive content dictionaries etc.

Students primarily work in cooperative groups, and often use hands-on materials to reinforce their understanding of scientific concepts. In order to facilitate a research and inquiry-based instructional model, teachers implement and reinforce clear rules and procedures for science inquiry. These procedures ensure the safety of students, while allowing them to learn and investigate in a dynamic and collaborative environment. Teachers incorporate fictional and expository text into their science instruction. In addition to the use of leveled readers, students will regularly be required to write both fiction and non-fiction text in relation to their experiments. For example, students studying extinction (see related course objectives, below) might write fictional stories about an extinct species and will write lab reports on their investigations with rock layers and fossils. Math will also be integrated into science through the

use of graphs, charts, or drawings to show findings. Students will regularly be required to orally articulate their findings.

In addition, at VMA we believe that students need to be exposed to their natural world. There is a plethora of things that can be learned from students spending time in nature, particularly in the state of Florida, which is often difficult for many of our students as they grow-up in an urban environment. Consequently, VMA intends to provide a unique and important component of the science curriculum through exposing our students to the broader world. Through partnerships with several nature organizations, we hope to be able to expose our students to several important scientific standards and help them gain a deeper understanding of these concepts.

Social Studies

Social Studies instruction is integrated into multiple subjects throughout the school day through the use of thematically integrated, standards-based units. Social Studies are an opportunity to integrate aspects of our curriculum like reading and writing in a context that naturally requires them. Our use of the UbD framework to design social studies curriculum makes the concepts and academic vocabulary accessible to our students regardless of current reading level.

Key content outcomes for social studies include knowledge and cultural understanding, democratic principles and civic values, and academic and social skills necessary for effective participation in diverse societies. Key skills we hope students will learn include the integration of multiple skills to solve a complex problem, the ability to use informational text to find the answer to a meaningful question, mastery of academic vocabulary, and increased reading and writing skills. This curriculum will be aligned with the Florida's B.E.S.T. Standards.

Instructional Strategies for Social Studies

Teachers build upon students' curiosity about themselves and their world by presenting history as an exciting and dramatic series of events and issues. Students engage in problem solving as they acquire, evaluate, and use information in a variety of ways. Frequent opportunities exist for all students including English Learners to share their language, cultural ideas, customs, and heritage, thereby providing multicultural dimensions to the curriculum. The teachers provide equal access to the core curriculum for all students through a variety of appropriate strategies. The teachers facilitate the exploration of values critical to understanding the democratic process.

B.

- **If the curriculum is fully developed, summarize curricular choices (e.g., textbooks) by core subject and the rationale for each. Include as Attachment C, a sample course scope and sequence [3] for each core subject for each division (elementary, middle, and high school) the school would serve.**

  The curriculum at VMA is fully developed and revised, from time to time, to meet the specific needs of the student population and any prevailing modifications from the state. Programmatic choices, rationale, strategies and anticipated outcomes for each subject are evidenced in the response to Question A above *(PAGE(S) 19-25*

- **If the curriculum is not yet fully developed, describe any curricular choices made to date and proposed curricular choices (e.g., textbooks, etc.) and explain the plan for how the**

curriculum will be completed between approval of the application and the opening of the school. This should include a timeline, milestones, and individuals responsible for included tasks. Also, describe the focus of the curriculum plan and explain how the curriculum will be implemented. Include what core subject areas will be offered and provide evidence on how the curriculum will be aligned to Florida standards. N/A

- **Provide evidence that reading is a primary focus of the school and that there is a research-based curriculum and set of strategies for students who are reading at grade level or higher and, independently, a curriculum and strategy for students reading below grade level. Include the school's reading curriculum as Attachment D.**

  Reading Curriculum and Implementation and Strategies are noted above on PAGE(S)20-21 and additionally in the Scope and Sequence documents and the Sample Comprehensive Curriculum outline at Attachment D, with additional information at https://greatminds.org/English/witwisdom

[3] *Do not include a course code directory.*

C. If the school will adopt or develop additional academic standards beyond those mandated by the state, explain the types of standards (e.g., content areas, grade levels). Describe the adoption or development process. Select one grade level and subject area as an example and explain how these additional standards exceed required standards and contribute to meeting the mission of the school.

VMA does not subscribe to additional or alternate academic standards beyond those mandated by the state. The school fully aligns with the Florida's B.E.S.T. Standards

D. Describe the research base and foundation materials that were used or will be used to develop the curriculum.

The curriculum will continuously reflect high quality instruction and implement research-based strategies, innovations, and activities that facilitate achievement for all students, such as hands-on learning, inquiry-based research projects, science experimentation, technology rich environments, reciprocal teaching, and high expectations for all students, to list only a few examples.

The curriculum development process will engage the VMA staff in the design of curriculum maps to build the path from a set of related research based curricular programs to a coherent curriculum that helps align the expectations for each class/course to the CCSS/NGSSS standards. These maps will help facilitate the design of the instructional delivery system. The School will have the following processes in place to support the delivery of the curriculum:

- Curriculum pacing guides and instructional goals and objectives, based on nine-week intervals in each content area.
- Continuous review of curriculum to ensure a year's worth of learning of all state benchmarks.
- Research-based instructional practices (i.e., Marzano's High Yield Teaching Strategies, and the Coalition of Essential School's Principles).

- Principal evaluation through weekly classroom walkthroughs, wherein the principal is expected to have strong awareness that all teachers are utilizing the best practices and implementing the instructional initiatives with fidelity.
- The School Improvement Plan (SIP) will be used as a quality assurance tool to ensure that the curriculum goals are being accomplished.
- Assessment data (e.g., teacher-made assessments, end of chapter assessments, embedded assessments, Assessments in reading three times per year, etc.) to make instructional decisions and plan interventions, such as Supplemental and Comprehensive Intervention Reading Programs and Response to Intervention (RTI).
- Weekly grade-level and monthly staff meetings.
- Ongoing professional development workshops.
- After school tutoring for remediation and acceleration aligned with FAST benchmarks.
- Targeted interventions for struggling readers and students performing below grade level.
- Integration of long-term thematic projects across the curriculum.
- Multiple ELL and ESE strategies across the curriculum.
- Focus on differentiated instruction for differing learning styles.
- Integration of technology across all major disciplines.

E. Describe proposed curriculum areas to be included other than the core academic areas. All VMA students will engage with the Visible Men *Success Curriculum.* While this course of study is not a core academic area of the school, it will be a fundamental and standard element of the VMA experience.

The Visible Men *Success Curriculum* is continually being expanded, refined, and evaluated. The program continues to enjoy widespread praise from student participants, school administrators, and parents who report improved student performance and peer relations and decreased classroom disruption and behavioral issues as a result of the *Success Curriculum.*

The purpose of the Visible Men *Success Curriculum is* to immerse boys in the study of success through the lives of contemporary male role models. This emphasis on success imagery exists to provide boys with vast exposure to future possibility. By expanding school-aged boys vision of possible personal, family, professional, and civic options, the curriculum helps to invest them in their futures. As this attachment strengthens, it increases the likelihood that young boys will make healthy decisions and display good judgment on a day-to-day basis. They are more committed to a constructive present in order to protect a bright future. This is the cornerstone of the Visible Men character development philosophy and approach.

The Visible Men *Success Curriculum* is based on the following principles

ciples:
Strong Character
Personal Presence
Healthy Relationships
Dreaming
Health
Achievement
Attitude
Work Ethic
Citizenship
Leadership

The diagram below outlines the framework of the Success Curriculum and attending units:

Character Development	Personal Principles	Values	Integrity	Ethical Conduct	Honor			
Personal Presence	Comportment	Demeanor	Engagement	Manners	Decorum	Awareness		
Relationships	Intrapersonal	Family	Social	Hierarchical	Respect For Women	Healthy Vs. Unhealthy	Restoring And Healing	
Dreaming	School Experience	College Experience	Career Aspirations	Family	Lifestyle	Financial Literacy	Future Mapping	
Health	Self-Care	Fitness	Diet	Sleep Habits	Hygiene	Substance Awareness		
Achievement Attitude	Process and Progress Tracking	Transferrable Skills	Patience	Self-Advocacy	Resilience	Persistence	Continual Learning	Goal Setting
Work Ethic	Motivation	Skill Development	Commitment	Energy	Focus	Tolerance For Discomfort	Sacrifice	Reward
Spiritual Development	Transcending Self	Life Meaning & Purpose	Intuition					
Leadership	Conviction	Organization	Communication	Example Setting	Inspiring	Decision Making	Responsibility	Service
Citizenship	Sublimation	Teamwork	Followership	Accountability	Compromise	Community	Community	Global

In addition to the Visible Men curriculum, VMA will offer the following areas of instruction and course work:

Health, Physical Education, and Safety - The Physical Education courses impart knowledge, offer group experiences, teach the joy of effort and achievement, and build lasting recreational interests. The Physical Education program seeks to develop an appreciation for sports from the standpoint of a spectator, a reader of sports, as well as a participant. The health and safety competencies will focus on educating students to develop habits of health that contribute to the continued good functioning of the body.

The P.E. program will consist of a standards-based, balanced, sequential and progressive program involving moderate to vigorous physical activity during the required 150 minutes per week (as per F.S. 1003.455). It always strives to be in step with the current practices and procedures in education and to contribute to the all- around development and education of students. This course also focuses on Health. Students are taught not to take their health for granted, but rather to develop habits of health that contribute to the continued good functioning of the body. The School will be designated a "Drug Free School Zone" and a smoke-free worksite.

The health competencies focus on educating students to develop habits of health that contribute to the continued good functioning of the body. The School has a strong "Say No to Drugs" campaign and prevention curriculum which will be highlighted by units of study that focus on substance abuse.

Global Citizenship - The School recognizes that there is a growing international interdependence among nations, which demands that the United States develop citizens with a sound understanding of international and cross-cultural issues and the ability to communicate in more than one language. The School intends to develop students' understanding of international and cross-cultural issues.

Arts (Art and Music)

The curriculum will be aligned with State standards and will include dance, drama/theater, music, and visual arts. All students, including English Language Learners and Students with special needs, will have equal access to the visual and performing arts core curriculum, with modifications to meet their individual needs. Integrated instruction will be delivered by the regular classroom teacher and will guide the integration of arts into the curriculum. Through a process of unpacking and prioritizing content standards for the four core content areas, teachers will identify opportunities to integrate the arts into those curricular areas and will build unit clusters that maximize student exposure to and engagement in the arts.

Saturday Success

Once a month, VMA boys will attend a Saturday Success program. VMA will partner with community organizations to deliver these sessions in the aforementioned areas, or areas of interest expressed by the boys. Each month, this Saturday Success program will be open for our

boys to bring family members to join them, reiterating our commitment to cultivating strong family orientation.

F. Discuss the system and structures the school will implement for students at risk of not meeting academic requirements or of dropping out.

This section provides an overview of our Response to Intervention (RTI) approach. RTI describes both a service delivery model and eligibility criteria for specific learning disability (IDEA 2004).

VMA's Three-Tier Response to Intervention Approach

All students are assessed upon entry. VMA determines performance relative to grade level standards based on FSA levels. We do this in order to group students by performance level.

Progress Monitoring

While teachers are continually assessing students' progress at the end of each lesson, our teachers formally reassess to show student progress on an 8-week cycle. This is translated visually by the staff into Progress Walls for each class, showing which students fall into each category of success and to identify students in need of more focused support to make adequate progress.

Teachers also analyze the data from the assessments to sort and place students into different small groups, by using different criteria, which allows teachers to assign student groupings based on real-time achievement data.

Individualized Learning Plan

Teachers write an Individualized Learning Plan (ILP) for students whose achievement falls below the Basic proficiency as measured by standards for FAST. **ILP's** for students include assessment information and measurable goals that are realistic yet ambitious for an 4-week period, with explicit goals and their corresponding practices for tutors to accomplish with students in learning labs or after school interventions.

Assessment data, RTI content and the integration of results from online learning programs are important inputs into the student's Individualized Learning Plan. Automatically filling in data on the Individual Learning Plan and incorporating it into the dashboard will enable teachers to use the ILP as an interactive tool which reflects the student's progress throughout the school period. Using an online ILP, teachers, tutors and learning lab staff can adjust their instructional practice in real-time using targeted content and activities. As the figure below illustrates, the ILP is organized by Florida’s B.E.S.T. Standards, and is automatically populated with relevant learning content associated with each of these standards.

Three tiers of targeted intervention are provided to ensure that all students receive the assistance they need to be successful.

Tier 1

Teachers implement the ILP in the general education classroom. Teachers assess student progress after 8 weeks of instruction. Students who do not respond adequately to the initial instruction receive additional modifications and support in the general education classroom and may be placed in Tier 2. These modifications may include adjustments in intensity, duration, and frequency of instruction. Teachers may meet with smaller groups more often for longer periods of time. Teachers may adjust instructional strategies and materials as well.

Tier 2

Students not responding adequately to the goals laid out in the ILP in the general education classroom *or* identified as significantly below grade level in the first round of assessments are given a revised ILP directing their work in an additional period each day during small group tutoring (intervention) time. During this time, they work directly with a tutor on the specific skills they are lacking. For example, if a student in first grade is stuck at a DRA level 6, they will need practice with sight words, blending long vowel words, chunking multisyllabic words into syllables, describing main characters using adjectives, and making strong connections between the text and their own life. Intervention tutors are provided with a very specific 8-week plan containing suggestions from the classroom teacher and Principal in terms of strategies and approaches to use to get a student to meet their target at the end of 8 weeks. These suggestions are combined with existing tutoring curriculum to create targeted approaches for intervention. In eight weeks, teachers assess again, measuring to see if the Intervention students have made meaningful progress. If the student still is not making adequate progress, we may conduct a Student Services Team Process (SST) and revise the Individualized Learning Plan.

Tier 3

If the student fails to make progress in both Tier 1 and Tier 2 interventions after 2 cycles, they enter into the SST process, which may result in assessment Special Education programs. Some number of our special education professionals will work at VMA. This gives us more control to ensure that Special Education students' Individualized Education Plans are aligned with academic goals consistent with goals for students at VMA. Embodied in each tier are four steps:

- **Step** 1-Identify the problem.
- **Step** 2-Analyze the problem and determine why there is a discrepancy.
- **Step** 3-Establish a performance goal for the student, develop an intervention plan to address the goal, and monitor the student's progress during implementation.
- **Step** 4-Use research-based data, collected during the progress monitoring, to evaluate the effectiveness of the intervention. Once effectiveness has been evaluated, RTI team determines if additional intervention is needed and/or adjust the intervention to support student progress.

The process of looking at interim assessment data and formulating a proper **ILP** takes practice for teachers and is an area in which we spend time in formal professional development. Our teachers spend a significant amount of time with the Principal analyzing overall class performance to know areas in which they need to develop their skills. Equally important is the deep knowledge that a teacher builds over time of the specific types of problems that students

may have and the best ways to overcome these problems. Teachers focus on more effective diagnosis of students' problems and development of effective scaffolding for these students while building the Individualized Learning Plans.

Evaluation Criteria: Curriculum and Instructional Design

Reviewers will look for a curriculum and instructional program design, whether fully developed or not, that:

- *Provides a clear and coherent framework for teaching and learning.*
- *Is research-based.*
- *Is well-aligned with the school's mission and educational philosophy.*
- *Provides an emphasis on reading.*
- *Will enable students to attain Florida standards and receive a year's worth of learning foreach year enrolled; and*
- *Will be appropriate for students below, at, and above grade level.*

Section 5: Student Performance

Performance Goals

A. Describe the expected incoming baseline of student academic achievement of students who will enroll in the school. Based upon the expected incoming baseline performance, describe the school's goals for academic growth and improvement that students are expected to show each year and the rationale for those goals. Describe how the school's academic goals and objectives for improving student learning will be revised if the actual incoming baseline is substantially different than the expected baseline. Describe how success will be evaluated, and the desired overall results to be attained through instruction.

We will use several other Pre- and post-testing in Year 1, as well as reports from previous school records will be collected as a baseline to measure progress in Years 1, 2, 3, and beyond, and as an integral part of the planning and refinement of instructional strategies.

Baseline data will include standardized test scores, report card grades, attendance reports, behavioral records, and IEP /EP and or ELL Plans (as applicable). This data will be compared to current data at the end of each school year.

Based on the school's philosophy of providing individualized instruction, the School will use data (state and district requirements, report cards, testing scores, past performance, and comportment) as factors for placement in the appropriate classes which best suit each child. Ongoing internal audits (interim progress reports and report cards, ongoing assessments) of student performance, including beginning year, mid-year, and end-year assessments, will be utilized as reflective and guidance tools for course placement.

Grades K-2

1. *Language Arts:* at least 70% of students will demonstrate grade level reading proficiency, and:

In Kindergarten — Responding to 4 or 5 out of 5 questions correctly on the Listening Comprehension or Reading Comprehension task; and/or

If Vocabulary was administered, scoring in the average range (40th-60th percentile).

In 1st Grade — Reading the target passage for ~~AP3~~ PM3 with fluency (60 wcpm) and accuracy (88% or above), and responded to most (4 or 5 out of 5) questions correctly; and/or

If Vocabulary was administered, scored in the average range (40th-60th percentile)

In 2nd Grade — Reading the target passage for ~~AP3~~ PM3 with fluency (90 wcpm) and accuracy (88% or above) and responded to most (4 or 5 out of 5) questions correctly; and/or

If Vocabulary was administered, scored in the average range (40th-60th percentile)

Mathematics: At least 60 percent of students in grades K, 1, and 2 will meet or exceed annual growth.

Grades 3-5

Language Arts: At least 70 percent of grades three through five students in all eligible subgroups, will demonstrate grade level proficiency in Reading, as evidenced by earning a 3 or higher using the FAST Plan.

Mathematics: At least 70 percent of students in grades three through five will demonstrate grade level grade level proficiency for mathematics, as evidenced by earning a 3 or higher on the FAST Plan.

Language Arts, with an emphasis in writing: at least 70 percent of fourth grade students will demonstrate grade level proficiency in writing, as evidenced by earning a 4 or higher on the FAST Writing Test.

At least 50 percent of the lowest quartile of students will make learning gains in Reading and mathematics as evidenced by:

Demonstrating improvement in one or more achievement levels; OR maintaining FASTachievement level 3, 4, or 5; OR demonstrating one year's growth to exceed the Developmental Scale Score (cut score) for the respective grade level — for those students who had previously scored below proficiency level.

Science: 75 percent of students in 5th grade will meet and/or exceed the District and/or State average, whichever is higher, on the FCAT Science examination.

Section 5: Student Performance

Performance Goals

B. Describe any mission-specific educational goals and targets for the school not captured by state accountability requirements. State goals clearly in terms of the measures or assessments the school plans to use.

Educational goals and targets for the school align with state accountability requirements. Programs that enhance or improve academic performance are supplemental to the established plan. Reporting of performance for any supplemental programming is anecdotal and not measured.

Placement and Progression

C. Describe the school's student grade level and course placement procedures.

VMA follows the processes and procedures outlined in the Student Progression Plan for Manatee County to determine grade level and course placement criteria.

Placement and Progression

D. State whether the applicant intends to use the local school district's pupil progression plan. If not, explain the policies and standards for promoting students from one grade level to the next or provide the pupil progression plan as Attachment

VMA subscribes to the guidance provided by the district's Student Progression Plan for matters related to policies and standards for promoting students between grades.

Placement and Progression

E. If the school will serve high school students, describe the methods used to determine if a student has satisfied the requirements specified in section 1003.428, F.S., and any proposed additional requirements.

Not Applicable. Visible Men Academy serves Kindergarten through Grade 5 students

F. Discuss how and when promotion and graduation criteria will be communicated to parents and students.

Communication with parents of VMA students is regular and robust at VMA. We frequently communicate with the parent about matters affecting academic performance, learning goals and benchmarks. We want parents to know where their child stands academically, where they are headed, and if there are any obstacles in the way that can be rectified prior to graduation from one grade to the next. As the academic year progresses timely communication and reporting becomes more targeted to the specific goals necessary for the students who may be in jeopardy.

Placement and Progression

Promotion from grade to grade will be in accordance with the requirements set forth in the SDMC *Student Progression Plan.* Each student must meet specific levels of performance in reading, writing, mathematics, and science in order to be promoted. For each student who does

not meet state performance levels in reading, writing, mathematics, and/or science, the School will implement a school-wide Individual Learning Plan (ILP) to assist the student in meeting expectations for proficiency. In consultation with the parent/guardian, student performance will be evaluated and reported based on mastery of standards to determine a student's eligibility for promotion.

Instructional staff members will utilize such evaluative devices and techniques as may be needed to report individual achievement in relation to school goals, acceptance norms, and student potential. The academic grades in all subjects are to be based on the student's degree of mastery of the instructional objectives and competencies for the subject. The determination of the specific grade a student receives will be based on careful consideration of all aspects of each student's performance during a grading period: class work, observations, tests, portfolios, district and state assessments, and written progress reports and report cards (at the end of every nine weeks of school) should serve as the primary means of communicating student progress and achievement of the standards for promotion. The student's mastery of the content of the course, in which the student is enrolled, as determined by the teacher, is a further condition for passing the course.

FAST Performance - In compliance with Section 1008.25, F.S., the specific levels of performance on the FAST required for grade 3 reading must be attained by the end of grade 3 for promotion to grade **4.** Grade 3 students who do not score at Level 2 or higher on the Grade 3 FAST Reading portion *must* be retained unless exempt from mandatory retention for good cause as specified in paragraph 6(b) of 1008.25, F.S. No student may be assigned to a grade level based solely on age or other factors that constitute social promotion as per state legislation.

Reading and Mathematics - For each year in which a student scores at Level 1 on FAST Reading, the student must be enrolled in and complete an intensive reading course the following year. Placement of Level 2 readers in either an intensive reading course or a content area course in which reading strategies are delivered shall be determined by diagnosis of reading needs. Reading courses shall be designed and offered pursuant to the comprehensive reading plan. For each year in which a student scores at Level 1 or Level 2 on FAST Mathematics, the student must receive remediation the following year, which may be integrated into the student's required mathematics course.

English Language Learners - Promotion for an ELL student and an ELL student with disabilities is to be based on the student's performance in the dominant language while the student is in the process of becoming independent in English. Retention of an ELL student requires the review and recommendation of the ELL committee. Retention of a student with disabilities who is also ELL requires the review and recommendation of the IEP team. Language Arts through ESOL instructional time for ELL students must be equal to the time non- ELL students are required to participate in the regular English language arts/reading program.

Assessment and Evaluation

G. In addition to all mandatory assessments, identify the primary interim assessments the school will use to assess student learning needs and progress throughout the year (including baseline assessments) including a proposed assessment schedule as Attachment

F. Provide the rationale for selecting these assessments, including an explanation of how these assessments align with the school's curriculum, performance goals, and state standards.

The School will participate in all Statewide and District assessment programs and will use the state standardized assessment scores, district assessment scores and school-based assessments to measure student progress toward mastery of the NGSSS, at all grade levels. These include but are not limited to:

DESCRIPTION	ABBREVIATION	PARTICIPANTS -M-
Alternative Assessment for Grade 3 Promotion	AAGTP	Grade 3, retained only
Florida Kindergarten Readiness Screener Early Childhood Observation System Florida Assessment for Instruction in Reading	FLKRS ECHOS FAIR	Kindergarten
District Writing Pre-Test	DWT	Grade 4
Interim Assessment Tests: Fall Reading, Mathematics, and Science	IA	Grades K-5
District Writing Mid-Year Test	DWT	Grades 4 & 5
FAST Writing Field Test	FAST-Writing	Grades 4 & 5, selected schools
Florida Alternate Assessment	FAA	Grades 3-5 (ESE only)
National Assessment of Educational Progress	NAEP	Grades 4 & 5, selected schools
Comprehensive English Language Learning Assessment	CELLA	Grades K-5, all current ELLs and selected former ELLs
Florida Comprehensive Assessment Test Reading and Mathematics Science	FCAT 2.0	Grades 3-5
Northwest Evaluation Assessment Measure of Academic Progress	MAP	Grades K-5

Progress monitoring assessments will be administered three times per year to provide an ongoing measure of reading fluency and comprehension, predict FAST performance, and serve as a progress-monitoring device for teachers and students. Furthermore, English Language Learners will be assessed and served by ESOL-certified personnel and in accordance with the Sponsor's ELL Plan and the requirements of the *LULAC et al. vs. State Board of Education Consent Decree (1990).*

School-Based Assessments in all Courses:

- Weekly teacher-generated quizzes
- Monthly teacher-generated chapter tests
- Quarterly projects and/or investigations based on focus lessons
- Portfolios and presentations
- Class participation rubrics

H. Describe how student assessment and performance data will be used to evaluate and inform instruction. Who will be responsible for managing the data, interpreting it for classroom teachers, and leading or coordinating professional development to improve student achievement?

Administrators and faculty collaboratively will develop an instructional calendar with a timeline for addressing targeted strands as denoted in assessed benchmarks. The calendar will reflect item specification formats and the percentage of students who attained proficiency during prior year assessment. Through the use of the calendar, student assessment data will drive decisions for continuous improvement of the teaching and learning process. Data will be used to understand and improve school effectiveness by targeting benchmarks indicating which students need additional support to master specific grade level skills.

The School Instructional Leadership team —consisting of the principal, grade level chair, ESOL teachers, and reading coach--- will monitor and analyze data to maintain a problem-solving system that brings out the best in our school, teachers, and our students. The leadership team will meet weekly to:

- Evaluate data and correlate to instructional decisions.
- Review progress-monitoring data at the grade level and classroom level to identify students and their academic levels. Identify professional development to enhance students' achievement levels.
    - Collaborate regularly, problem solve, share effective practices, evaluate implementation, make decisions, and practice new programs and skills.
    - Facilitate the process of building consensus, increasing infrastructure, and making decisions about implementation.

The grade level chair will communicate with teachers to determine the areas of students' strengths and weaknesses as demonstrated by class work assignments and assessment results. Each teacher will use data to determine the instructional focus of whole group lessons. An Item-Analysis of FAST benchmarks and chapter tests will be used to re-teach questions that students

missed most frequently. Level 1 or 2 students and/or students referred by teachers will be targeted for Early Bird tutoring, Saturday Success tutoring, and daily pull-out tutoring.

I. Explain the training and support that school leadership and teachers will receive in analyzing, interpreting, and using performance data to improve student learning.

As noted in a subsequent section describing professional development for faculty, administrators and teachers/facilitators will receive timely in-service training in in the administration and analysis and interpretation of student assessments and their indicators for each student's performance. These trainings may be online through the individual program vendors contracted with VMA, through district training events, or in-person at the school. Training and evaluation of assessments is a necessary component of each teacher's Individual Personal Growth Plan.

J. . Describe the corrective actions the school would take if it fell short of student academic achievement expectations or goals at the school-wide, classroom, sub-group, or individual student level. Explain what would trigger such corrective actions and who would be responsible for implementing it.

As a result of a recent school grade of "F"VMA is under undergoing a strategic development plan to raise student achievement. This consists of long-range review of its curriculum, engaging consultants versed in performance development and working with content creators to refine teaching methodologies to create the greatest impact in the time allotted by the SIP. These corrective actions are guided by the principal and supported and embraced by the teaching faculty.

K. Describe how student assessment and performance information will be shared with students and with parents.

Performance and Parent Communications

If a child's performance is below target (not making adequate progress towards the NGSSS), the parent/guardian will be advised in a special conference, if necessary, and remedial strategies will be communicated.

If a child's performance is on target for his or her immediate stage of development, we will so advise the parent. Assessment and performance information will be shared with parents and evidenced by parental contact logs for every teacher.

If a child's performance is above target for his immediate stage of development, the school may recommend to the parent advanced level placement such as multi-age setting, applicable by subject.

Not later than midway between marking periods, an interim report shall be sent to parents of students who are experiencing difficulty including, but not limited to, the following: failing, a drop of two or more grades, unacceptable behavior, and excessive absences. In schools with an automated system for record keeping and grading, interims will be provided for all students. Ongoing communication will occur through progress reports, report cards, parent/ student

conferences, and other forms of written and oral communication. Additionally, progress reports shall be signed by the parent and expected to be returned to the teacher. Conferencing will be a highly effective way to keep parents apprised of their child's progress in all grade levels.

L. Describe the plan for protecting the privacy of individual student academic performance data and other student-related information.

Visible Men Academy supports and adheres to the best practices for maintaining confidential, secure student information. We are in the process of converting paper documents to electronic documents in accordance with the districts 'Project Digitize'. We maintain information that is in digital format in a secure, cloud-based retrieval system. In addition to these two methods of securing student information, we also maintain some paper files yet to be digitized. These paper files are maintained in locked filing cabinets inside the principal's office which is locked when he is not there.

Evaluation Criteria: Student Performance

Reviewers will look for:

- *An understanding of academic accountability provisions and goals mandated by the state.*
- *An indication that the applicant will hold high expectations for student academic performance.*
- *Measurable goals for student academic growth and improvement.*
- *Promotion standards that are based on high expectations and provide clear criteria for promotion from one level to the next, and for graduation (if applicable).*
- *Evidence that a range of valid and reliable assessments will be used to measure student performance.*
- *A proposed assessment plan that is sufficient to determine whether students are making adequate progress.*
- *Evidence of a comprehensive and effective plan to use student achievement data to inform decisions about and adjustments to the educational program.*
- *Plans for sharing student performance information that will keep students and parents well informed of academic progress.*
- *Acknowledgement of and general plan to meet FERPA requirements.*

Section 6: Exceptional Students

A. Provide the school's projected population of students with disabilities and describe how the projection was made.

Based on a comprehensive analysis of Fall 2011 Comparable County data- here are the percentages of students with disabilities anticipated in Manatee County and neighboring region:

Manatee County- 16.65%, (Sarasota County- 13.97%, Pinellas County- 12.63%, Hillsborough County- 14.43%) The school will be nonsectarian in its programs, recruitment, admission policies and operations. The promotional plan to be followed in publicizing the School will be designed to reach the entire community and, accordingly, all groups within it. By publicizing the availability of the School in ~~low-income~~ less affluent areas of Manatee County, the School's demographic composition should mirror that of the local community. Therefore, it is anticipated that the School may have approximately 10 percent population of students with disabilities enrolled at the School.

B. Describe how the school will ensure that students with disabilities will have an equal opportunity of being selected for enrollment in the charter school.

To ensure that students with disabilities have an equal opportunity of being selected for enrollment to VMA, the school will ensure that all communication during the community engagement and student recruitment processes clearly communicate the schools intent to admit students with an existing IEP or special need to the best of the school's ability.

VMA will abide by all civil rights and applicable laws during the student enrollment process; will not consider disability or non-disability status during either the application or enrollment process; and will not engage in "counseling out" tactics to dissuade parents of students with disabilities (SWD) from applying. Admission is based solely on availability of student enrollment space in a "general education" classroom. Following the public random drawing, students who are not awarded one of the open enrollment spaces are placed on a wait list, in the order in which they have been picked at the drawing for acceptance during the school year.

VMA will not discriminate on the basis of race, religion, national/ethnic origin, or disability in the admission of students. The school and its governance board will not violate the anti-discrimination provisions of the Florida Statutes. The school will meet all applicable state and federal requirements including the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act of 1973 that states no person with a disability can be excluded from or denied benefits of any program receiving federal financial assistance. The governing board members will adopt a resolution assuring that Free Appropriate Public Education (FAPE) is available to all students with disabilities residing in Manatee County in grades K-8, including students with disabilities who have been suspended or expelled from school; and students with disabilities who attend public charter schools. FAPE is also available to students identified as gifted in kindergarten through grade 8

C. Describe how the school will work with the sponsor and through the Individual Education Plan(IEP) process when necessary to ensure students with disabilities receive a free appropriate education (FAPE) in the least restrictive environment (LRE).

VMA will work closely with the sponsor via the designated ESE Liaison and the identified clinicians and service providers of students with special needs to ensure the appropriate placement is secured for each identified student. Frequent and intensive student progress monitoring, staff and clinician reporting, data analysis from IEP's, combined with faculty feedback and student performance will inform VMA faculty if the student's needs are being met at the school.

In the event that VMA is unable to meet the student's needs in our school despite our best-sustained effort, VMA staff will work closely with the family, ESE Liaison and advocates to make appropriate referrals to alternative schools or settings. Staff will be involved in the active coordination and identification of alternative placements, services and interventions that would best serve students not thriving in the VMA setting. Students with disabilities enrolled in this school shall be provided, at the School's expense, with programs implemented in accordance with federal, state and local policies and procedures, (or other State approved procedures) and,

specifically, the Individuals with Disabilities Education Improvement Act (IDEIA), Section 504 of the Rehabilitation

Act of 1973, 1000.05, 1003.57, 1001.42(4)(1), and 1002.33, Florida Statutes, Chapter 6A6 of the State Board of Education Administrative Rule, and Florida Department of Education's Special Programs and Procedures for Exceptional Students and the Sponsor's Policy 6000.4

D. Describe the methods the school will use to identify students with disabilities that have not yet been identified.

VMA uses every possible tool in its assessment array to identify students who have or are developing learning and behavioral disabilities that were not identified previously. Indicators may be evident during testing (pre-admission testing, Early Bird, FSA, etc.) during reporting (report cards, notes, trends realized through FOCUS), from cumulative files from previous schools attended. One of the best tools VMA has, is the observation and communication with other teachers and academic leadership about perceived changes or challenges. Collaboratively, the academic team can come to preliminary conclusions and determine the best way forward to address the concern with parents and develop a plan that best serves the student.

E. Describe the programs, strategies, and supports the school will provide, including supplemental supports and services and modifications and accommodations to ensure the academic success of students with disabilities whose education needs can be met in a regular classroom environment with at least 80% of instruction occurring in a class with non-disabled peers.

Visible Men Academy will serve students with disabilities whose needs can be met in a regular classroom environment (at least 80% of instruction occurring in a class with non-disabled peers) with the provision of reasonable and supplementary supports and services/or modifications and instructions.

Special Populations

VMA holds high expectations for the success of all students and is committed to promoting a school culture in which "every student and staff member is embraced and respected." VMA believes this is among the most important principles underlying the success of students with disabilities and struggling students and places a very high premium on the principle of diversity and inclusion.

Inclusive Communication

During the Community Engagement and Student Recruitment, phase, VMA will ensure that it communicates its intention to admit students who are presently in special education in the county and have an established IEP to the best of their ability. This message will be disseminated verbally and through marketing materials and publications in addition to community engagement events.

Background information:

VMA will not only retrieve Records of each incoming student, but whenever possible perform an interpersonal interview with parents, previous teachers, clinicians (with consent) or advocates who can provide important psychosocial, developmental, and diagnostic information.

Early Identification & Evaluation

Once a student is enrolled in VMA , the staff will conduct a continuous and proactive effort to identify students with special needs and meet all requirements mandated by the State Board of Education Special Education Rules. VMA will provide to parents a user-friendly information sheet describing ways to access services at enrollment and makes information about early identification available for parents in the school office throughout the school year. All information will be provided in Spanish for our ESE learners and families.

Staff receives intensive training before school opens on Child Find responsibilities and activities, including screening requirements, and referral for evaluation by teachers, parents, agency representatives, and other qualified professionals. VMA is a culture of community and as such, each staff member will have significant training in the identification of k-8 Elementary developmental norms and deviations, and best practices of working with students who present with special needs.

Once a student need or concern is identified by family, faculty or student, both verbal and written requests for an evaluation of a student are generated. Staff will then secure parent consent to begin the evaluation process. Following parental consent, A Student Evaluation Plan for tests and measures needed to assess a student in all areas of suspected disabilities is formulated. VMA will secure contracts with local clinicians who have an expertise in serving our student demographic to include but not limited to speech therapists, occupational therapists, psychologists, social workers, physicians, and child advocates.

Following diagnosis is the creation of an IEP under the leadership of the identified ESE Specialist. This faculty member will then oversee all communications, paperwork, reporting, coordination of services and advocacy on behalf of the student to the VMA teaching community.

Team

VMA will establish a school and community team who will be responsible for implementing interventional strategies chaired by a special education team leader herein referred to as the ESE Specialist, the team will a combination of the following: knowledgeable educator and administrator(s), general education teacher(s), math and reading literacy specialists, counselor, parent, student, (as appropriate), and clinical providers, special education teacher (when budget permits), and agency representatives, as needed. The CEIS team will work cooperatively to empower students, parents, teachers and school leaders to support student success in school by reinforcing and promoting high expectations for academic achievement and meaningful interventions and teaching strategies; and addressing the physical health problems and psycho-

social and mental health concerns that may represent barriers to student learning, social awareness and resiliency.

Instruction

VMA will utilize a hybrid model of individualized instruction and be guided by student outcome data. The CEIS team monitors Tier I interventions; drives the cooperative development, case management and documentation of Tier II interventions; and proactively recommends, monitors and graphs Tier III interventions for students unresponsive to fewer intensive strategies.

VMA's Model for academic intervention starts with daily in-class interventions such as small group instruction, guided reading, centers, and writer's workshop. Monthly formative assessments and progress monitoring inform the need for tier ii interventions such as teacher analysis with specialist consultation and support; changes in classroom practice; more intensive small group and individual interventions using secondary, scientifically-based tools and materials; and learning labs Intervention strategies, which could include changes in methodology, design or delivery of learning.

Serving Students with Disabilities

VMA will have an Integrated Service Delivery System and organize special education program and services to provide integrated service delivery to students with disabilities. The integrated service delivery approach requires schools to align educational services for students with special education needs within existing structures (grade levels, groupings, looping , learning labs, etc.) rather than exclusively through special and segregated programs. Special and general education teachers work collaboratively to bring appropriate instructional supports to each child in the general school setting. VMA will deliver specialized instruction and support based on culturally relevant

differentiation and instruction through universal access of content-driven curriculum.

VMA will promote school-wide understanding that the majority of special education students have the same cognitive potential their general education peers do and can and should meet or exceed academic standards. General education teachers are expected to take ownership of the academic success of both general and special education students without discrimination.

ESE Teachers/case managers at VMA will strive to educate students with disabilities in the least restrictive setting, co and team-teach in general education classes as needed, consult to school staff, train and empower general education teachers to modify lesson plans, advise staff on behavior management techniques, and ensure accommodations are implemented (during school and at VMA extra-curricular activities such as field trips, etc.) and adjusted as students become more proficient. Most importantly, special educators will monitor student achievement through benchmark assessment analysis, monitor attendance and discipline incidents and teacher input, and proactively call for additional support when a student's needs are not being met.

ESE Teachers/case managers also ensure demonstration of achievement of IEP goals, communicate regularly with parents, complete required IEP related reports and administrative functions with the assistance of the VMA Administrative Assistant, provide continuous feedback to students, rely on advice and support from the clinicians and consultants, help reinforce and/or redirect individualized programming.

In addition to wrap around support in general education classes, VMA will provide students with disabilities flexible instructional opportunities that include large group, small group, and one-to-one instruction for students with more significant needs in the learning labs. Special educators provide or work with reading and math specialists and learning lab tutors to provide a continuum of instruction options for all struggling students. Special educators integrate the benefits of on-line learning opportunities for students with disabilities- the materials and delivery platforms, through full access to VMA's hybrid instructional model.

Special educators collaborate with general educators to provide struggling students with both push-in and pull-out support to pre-teach or re-teach lessons in core subject areas, fill in learning gaps, build compensatory strategies, promote effective study and organization skills, and remediate deficit skills using the learning lab as well as alternative scientifically-based instructional methods and tools to supplement the learning lab tools when necessary.

Integrated Clinical Service Delivery

VMA will contract with certified/licensed clinicians to provide speech and language services, occupational and physical therapy services, counseling services, and vision and hearing services, as needed to address IEP goals for related services. VMA will also contract with clinical evaluators to provide educational evaluations to determine initial and on-going eligibility for special education. VMA will hire a licensed, certified social worker who is trained in Behavior Intervention/Case Management to provide counseling and in-class behavior support for SWDs with socio-emotional and behavior goals on IEPs, conduct functional behavior assessments, and develop and monitor Behavior Intervention Plans in collaboration with special educators/case managers.

Progress Monitoring

VMA will rely on frequent benchmark assessments to ascertain early, actionable insights into students' strengths and weaknesses empower special educators to monitor and track the academic progress of students with disabilities. Special educators will analyze performance data, including behavior indicators, to inform any changes needed to the IEP and/or recommendations for targeted program adjustments and enhancements.

Role of parents:

The role of the parents in developing IEPs includes, but is not limited to:

- Providing critical information regarding the strengths of their student.
- Expressing their concerns for enhancing the education of their student so that their student can receive a free and appropriate public education (FAPE).
- Discussing the student's need for special education and related services.
- Deciding how the student will be involved and progress in the general curriculum, including participation in state and district assessments.
- Determining what services the school will provide to their student and in what setting

Parent participation in IEP team meetings:

Parents of each student with a disability must be members of any group that makes decisions on the educational placement of their child. In order to ensure that parents are present at each meeting, or are afforded the opportunity to participate at each meeting:

- Parents are notified of the meeting early enough to ensure that they have an opportunity to attend, and the meeting is scheduled at a mutually agreed upon time and place.
- A written notice to the parent indicates the purpose, time, location of the meeting, who, by title or position, will be in attendance, and includes a statement informing the parents that they have the right to invite individuals with special knowledge or expertise about their child.
- If neither parent can attend, the school uses other methods to ensure parent participation, including individual or conference telephone calls.
- A meeting may be conducted without a parent in attendance if the school is unable to obtain the attendance of the parent. In this case, the school maintains a record of its attempts to arrange a mutually agreed upon time and place. These records include such items as:
- Detailed records of telephone calls made or attempted, and the results of those calls
- Copies of correspondence sent to the parents and any responses received
- The school provides the parent with a copy of the IEP at no cost to the parent

Parents of students with disabilities will be afforded procedural safeguards in their native language, which safeguards will include the areas of notice and consent, independent educational evaluations, confidentiality of student records, due process hearings, and surrogate parents.

504 Students: VMA will provide reasonable accommodations to students with a physical or mental impairment which substantially limits a major life activity, if and to the extent required to enable such students to have an opportunity to be successful in their educational program equal to that of their non-disabled peers. The school shall prepare a 504 Accommodation Plan for all such students who do not have an IEP, in accordance with Section 504 of the Rehabilitation Act and its implementing regulations.

Due Process Hearings: VMA shall be liable for all damages, costs and attorney's fees incurred by the Sponsor in any actions related to a violation by the school of federal and state laws related to the education of students with disabilities. In the event there is a Due Process hearing, mediation, or court action, in accordance with Section 615 of the Individuals with Disabilities

Education Improvement Act or Section 504 of the Rehabilitation Act of 1973 involving the provision of education and related services to a student with disabilities at the school, the school shall bear all the costs of the hearing, mediation, or court action including legal representation. The school will assist the Sponsor in any legal or quasi-legal activity regarding the educational program or placement afforded an ESE student attending or admitted to the school, such as a Due Process hearing request or formal complaint. All expenses, costs and attorney's fees incurred by the Sponsor in the defense of a Due Process hearing request of formal complaint pertaining to the education of an exceptional student enrolled at the school shall be reimbursed by the school within thirty (30) days of the submission of a written invoice to School by the Sponsor. Selection

of counsel shall be accomplished in consultation with the Sponsor. The school shall be responsible for all expenses, costs, attorney's fees and compensatory services awarded in a due process hearing, civil suit or appellate proceeding pertaining to the education of an exceptional student enrolled at the School.

Federal and State Reports: Unless otherwise exempted by Chapter 1002, Florida Statutes, the School will complete federal, state and any other reports deemed necessary in accordance with the time-lines and specifications of the Sponsor and the State Department of Education.

When the facility is settled upon as the location for school, the facility will be utilized and adaptations will be made for the needs of exceptional students to the maximum extent appropriate, including the use of supplementary aids and services.

VMA will ensure that:

Physical access to the educational setting requires a barrier-free environment. The building will be equipped with nonslip surfaces, guide rails, ramps, elevators, and automatic doors for students who have difficulty getting around. Accessibility standards included in the Americans with Disabilities Act (ADA) specify requirements for facilities, such as exterior routes, entries into buildings and rooms, alarms, drinking fountains, and restrooms. Students should be able to use all parts of the building, including classrooms, restrooms, cafeteria, and media center and access rooms or spaces on the school grounds. These requirements will be met.

VMA will provide:

- Accessible workstations to include desks and tables that are adjustable for students who use mobility aids, such as a wheelchair. These workstations provide needed support or allow the student to change positions.
- Preferential seating involving locating the student's desk in a place where he or she is best able to see or hear the teacher and complete assignments. The specific location will depend on the needs of the student and the typical activities used in the classroom, such as sitting near the front of the classroom so the student can see materials displayed for the class or using a study carrel to screen out distractions.
- Specialized lighting or light filters that may be needed by a student who experiences unusual eyestrain or fatigue. The student may need a natural light source or alternative lighting.
- Supplementary aids and services may include, but are not limited to:
- assistive technology such as a word processor, computer, word prediction software, or a portable note-taking device.
- specialized instructional strategies such as graphic organizers, alternate presentation of content or response, or planning guides.
- peer supports such as pairing a student with a disability with a same age classmate who does not have a disability in order to provide reciprocal benefits to students through peer modeling; relationship building; academic support; and expanded opportunities to socialize, communicate, and demonstrate learning competencies.
- curricular adaptations or modifications such as clarification of key concepts or balancing teacher-assigned and student-selected tasks

F. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a regular classroom and resource room combination (between 40-80% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

VMA will work with the District support specialist who, in conjunction with administrators, parent(s), education specialists, counselors and clinical providers, as needed, to assist in determining the best way to meet the educational needs of this student so they may participate in regular classroom instruction.

G. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a separate classroom (less than40% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

VMA does not have the necessary infrastructure/facilities to support the needs of a student with a disability whose education needs require separate learning spaces. We will work with the District, the parent(s) and our education partners to find a suitable multi-disciplinary approach for the student in the most appropriate setting.

H. Describe the plans for monitoring and evaluating the progress and success of students with disabilities to ensure the attainment of each student's goals as set forth in the IEP or 504 plan, including plans for promoting graduation for students with disabilities (high schools only).

VMA will rely on frequent benchmark assessments to ascertain early, actionable insights into students' strengths and weaknesses empowers special educators to monitor and track the academic progress of students with disabilities. Special educators will analyze performance data, including behavior indicators, to inform any changes needed to the IEP and/or recommendations for targeted program adjustments and enhancements.

VMA will be accountable for ensuring that the needs of ESE students are met and that the services provided are effective. The school's effectiveness in serving ESE students will be evaluated in a number of ways including, but not limited to:

- student mastery of goals on the IEP
- student academic progress and proficiency in the core academic content areas

The progress of ESE students will be reviewed and monitored in the same way as their non-disabled peers with the addition of regular review of progress towards the goals on each student's IEP. Students with disabilities will participate in the same assessments as non-disabled peers with appropriate accommodations.

To support continuous improvement for the School and all students, VMA will disaggregate available data for review on a regular basis. This information will be documented and used as a planning tool for improving teaching and learning. Teachers and administration will regularly

assess and monitor individual student academic growth and learning gains to empower students and provide timely feedback concerning academic performance. Teachers and administrators will work in teams to analyze whole group data, address overall trends, and review the instructional focus. Teachers will coordinate to disaggregate data, determine the direction that needs to be taken with instruction using their curriculum maps as guides, and inform parents as to academic progress. The results of data reviews will also allow teachers to see where instruction has been effective and where gaps exist, leading to adjustments in instructional delivery.

The use of assessment data, including results of screenings, progress monitoring, and diagnostic tests along with classroom observations, pre-and post-tests, and teacher created tests, will be used to recognize each student's ability to have mastered an identified benchmark or process skill in the core-content areas. Using data to drive instruction and analysis to determine effectiveness of instructional delivery will foster continuous school improvement.

Evaluations will include involvement with the parent (parents will receive copies of the evaluation), be individualized, nondiscriminatory, provide translators to native language, if necessary, gather information that is functional, developmental and instructions about the student, be administered by trained personnel, and it is completed in a timely manner

Additionally, VMA will evaluate its effectiveness in serving exceptional students in the following ways:

Ongoing Assessment: Data is gathered both through frequent interim assessments performed in the subject areas and from students' progress. Teachers and school leadership will have the tools they need to track all of their students.

Teacher Collaboration: Teachers gather as grade level teams, as content area specialists, and with tutors regularly to compare student data collected, discuss students, and discuss instructional strategies, interventions and enrichment. This is realized through a schedule that includes early dismissal day, one day a week, to give staff time for professional development.

I. Identify the staffing plan, based on the above projection, for the school's special education program, including the number and qualifications of staff.

When necessary, VMA will hire consulting professionals in the Speech/Language/OT/Counselor roles if identified student needs require it. We recognize we the fact that this staffing plan may need to change as we learn more about the specific students who apply to our school. For example, we believe that the maximum caseload need per teacher should be no more than 15 students per ESE teacher. VMA will make the appropriate adjustments to ensure optimal service delivery to special education students.

J. Describe how the school's overall effectiveness in serving exceptional education students will be evaluated.

VMA will rely on frequent benchmark assessments to ascertain early, actionable insights into students' strengths and weaknesses empowers special educators to monitor and track the academic progress of students with disabilities. Special educators will analyze performance data, including behavior indicators, to inform any changes needed to the IEP and/or recommendations for targeted program adjustments and enhancements.

VMA will be accountable for ensuring that the needs of ESE students are met and that the services provided are effective. The school's effectiveness in serving ESE students will be evaluated in a number of ways including, but not limited to
student mastery of goals on the IEP and student academic progress and proficiency in the core academic content areas.

The progress of ESE students will be reviewed and monitored in the same way as their non-disabled peers with the addition of regular review of progress towards the goals on each student's IEP. Students with disabilities will participate in the same assessments as non-disabled peers with appropriate accommodations.

To support continuous improvement for the School and all students, VMA will disaggregate available data for review on a regular basis. This information will be documented and used as a planning tool for improving teaching and learning. Teachers and administration will regularly assess and monitor individual student academic growth and learning gains to empower students and provide timely feedback concerning academic performance. Teachers and administrators will work in teams to analyze whole group data, address overall trends, and review the instructional focus. Teachers will coordinate to disaggregate data, determine the direction that needs to be taken with instruction using their curriculum maps as guides, and inform parents as to academic progress. The results of data reviews will also allow teachers to see where instruction has been effective and where gaps exist, leading to adjustments in instructional delivery.

The use of assessment data, including results of screenings, progress monitoring, and diagnostic tests along with classroom observations, pre-and post-tests, and teacher created tests, will be used to recognize each student's ability to have mastered an identified benchmark or process skill in the core-content areas. Using data to drive instruction and analysis to determine effectiveness of instructional delivery will foster continuous school improvement.

Evaluations will include involvement with the parent (parents will receive copies of the evaluation), be individualized, nondiscriminatory, provide translators to native language, if necessary, gather information that is functional, developmental and instructions about the student, be administered by trained personnel, and it is completed in a timely
manner

Additionally, VMA will evaluate its effectiveness in serving exceptional students in the following ways:

Ongoing Assessment: Data is gathered both through frequent interim assessments performed in the subject areas and from students' progress. Teachers and school leadership will have the tools they need to track all of their students.

Teacher Collaboration: Teachers gather as grade level teams, as content area specialists, and with tutors regularly to compare student data collected, discuss students, and discuss instructional strategies, interventions and enrichment. This is realized through a schedule that to gives staff time for professional development.

K. Describe how the school will serve gifted and talented students.

Students who are gifted also fall under the umbrella of Exceptional Student Education in Florida. Any teacher or parent may refer a student for evaluation for gifted services. Parental consent will be obtained, and procedural safeguards will be provided and adhered to. After a formal evaluation has been conducted, a multidisciplinary team will meet to determine eligibility. Eligibility criteria are determined by the state.

If a student is deemed eligible for gifted services, the multidisciplinary team will develop an Education Plan (EP). The EP will prescribe the services that will be provided to the student along with a statement regarding why the student needs services. Delivery of services may range from a variety of modalities such as inclusion, co teaching, support facilitation, learning labs, and consultation. The EP will also include:

- Present levels of educational performance
- Measurable Goals and Benchmarks or Short-Term Objectives
- A description of the specially designed instruction to be provided
- A description of how progress will be measured and how the parent will be informed of the student's progress
- Initiation, duration, frequency, and location of services

Services for students who are gifted will be aligned with Florida's Frameworks for K -12 Gifted Learners, which provides guidelines for supporting a challenging and rigorous curriculum that enhances the state standards. The goals of the Frameworks are defined by expected outcomes for gifted students. Each goal specifies the mastery expected by the time the student graduates.

Depending on the number of students to be served, gifted services will be provided through one or more of the following models:

- Differentiation and/or cluster groups within the general classroom
- Resource room
- Advanced content area classes

VMA staff will include highly qualified teachers who hold the gifted endorsement. The staff will also participate in professional development opportunities with the state and school district so that all required guidelines and procedures are implemented with fidelity.

The School is committed to ensuring the academic growth of all students, including students who are gifted. It is expected that students who are gifted will reach mastery of their individual goals and mastery of the general curriculum, displaying both personal and academic growth.

Evaluation Criteria: Exceptional Students

Reviewers will look for:

- *A clear description of the programs, strategies and supports the school will provide to students with disabilities that will ensure appropriate access for students with disabilities and that the school will not discriminate based on disability.*
- *A clear description of how the school will ensure students with disabilities will have an equal opportunity of being selected for enrollment.*
- *A comprehensive and compelling plan for appropriate identification of students with special needs to ensure they are served in the least restrictive environment possible, have appropriate access to the general education curriculum and schoolwide educational, extra-curricular, and culture-building activities in the same manner as non-disabled students, receive required and appropriate support services as outlined in their Individual Education Plans and 504 plans, and participate in standardized testing.*
- *An understanding and commitment to collaborating with the sponsor to ensure that placement decisions for students with disabilities will be made based on each student's unique needs through the IEP process.*
- *An appropriate plan for evaluating the school's effectiveness in serving exceptional students, including gifted.*
- *A realistic enrollment projection (SWD) and a staffing plan that aligns with the projections.*

Section 7: English Language Learners

A. Describe how the school will meet the needs of English Language Learners as required by state and federal law, including the procedures that will be utilized for identifying such students, ensuring that they have equitable access to the school's programming and communicating with their families.

The School adheres to all applicable provisions of Federal law relating to students who are limited English proficient, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974.

The ELL Plan, as referenced herein, reflects current policies and procedures adopted by the Sponsor. The School hereby agrees to adopt and implement the Sponsor's policies and procedures with respect to the ELL Plan, as amended from time to time.

The School will implement the state-approved, English Language Learner (ELL) plan in effect in Manatee County. This plan is in accordance with the requirements of the LULAC et.al. vs. State Board of Education Consent Decree (1990) in servicing English Language Learners (ELL) as follows:

Identification and Assessment: Per FS 1003.56, the School will identify "English Language Learner" (ELL) as:

- An individual who was not born in the United States and whose native language is a language other than English.
- An individual who comes from a home environment where a language other than English is spoken in the home; or
- An individual who is an American Indian or Alaskan native and who comes from an environment where a language other than English has had a significant impact on his or her level of English language proficiency

ESOL Program Placement: The school will implement an ESOL program of instruction in meeting the needs of the ELL population to be served. Program instruction will be designed to develop the student's mastery of the four language skills, including listening, speaking, reading, and writing, as rapidly as possible. The School will provide ESOL instruction as well as ESOL strategies in mathematics, science, social studies, and computer literacy following state guidelines.

Home Language Assistance Program (HLAP): If the school has 15 or more ELL students speaking another language (per language group) other than English upon registration, the school will designate a linguistically qualified teacher who can assist ELL students in understanding content instruction. Teachers and paraprofessionals assigned to this program are expected to assist ELL students using ESOL strategies in the core subject areas of mathematics, science, and social sciences.

Resources: In addition to online digital access to ELL supportive language-based assets, the student has access to Word-to-Word dictionaries in the students' heritage language/ English language available in the ESOL and Content classrooms throughout the year, as well as for all state assessments.

The Individual ELL Student Plan: All students classified as ELL will have an Individual ELL Student Plan. Such plan is part of the permanent student cumulative record folder upon entry into the ESOL program The plan will include biographical student information (name, grade, and home language), initial assessment and placement data, ESOL program and update information, program participation, amount of instructional time and/or schedule, exit information, post program review, ELL committee information, as well as PMP if needed. The plan will be updated on an ongoing basis to include programmatic changes, assessments, level updating, and ELL committee meeting information.

The ELL Plan will:

- Inform the student, parent, and teachers on the student English Language level
- Monitor student progression
- Establish meetings between the school, the parents, and the student to discuss academic progress
- Provide methods for evaluation and provisions for monitoring and reporting student progress

- Provide for parental and teacher involvement to ensure that the students are being properly serviced
- Provide for student exit from and reclassification into the program
- The School will designate an ESOL coordinator to be responsible for developing and updating all Student ELL Plans, keeping a record of parental contact and ELL Program Records Folder. The record folder containing the following will be available for all ELL students:
- Copy of Annual Letter of Participation in ESOL program - signed by the principal
- Oral Language Proficiency Scale-Revised (OLPS-R) Test/Answer Sheet(s)
- A copy of student's current schedule

The ELL Committee: The School's ELL Committee will be comprised of a school administrator or designee, ESOL teacher/coordinator, home language teacher (if any), classroom/subject area teacher, and guidance counselor. The ELL committee will:

- Schedule meetings to review the student's progress and make recommendations after thorough review of all necessary data.
- Invite parent(s)/guardian(s) to attend all meetings, discuss and explain all recommendations
- Ensure that the parent(s)/guardian(s) understands the proceedings of the meeting, which may include arranging for an interpreter for parent(s)/guardian(s) whose native language is other than English
- Convene meetings in a timely manner and record recommendations in the Individual ELL Plan.
- File in ELL folder a copy of a letter, inviting parent to attend ELL Committee.
- Convene an ELL committee for students with six semesters or more in the ESOL program.
- Convene an ELL committee for ESOL level V students within the two-year monitoring period who have shown a decline of 1.0 point in the overall grade point average or when academic concerns are identified.

Evaluation: The Student ELL plans will be updated annually by the principal's designee/ESOL coordinator. The Language Arts teacher will document former ELL student's progress in the student's ELL Student Plan using a Post-Program Review Report and a Post-Program Review Student Profile are generated with information regarding ELL students who have exited the ESOL program within the last two years. Documentation of the progress review for each ESOL-exited student will be conducted at the end of the student's first grading period, first semester, first year, and second year after exiting.

The school will monitor the student's progress:

- Report cards
- Test scores
- Classroom performance
- Post program review reports (as applicable)
- Standardized tests (as applicable)
- Student case management referrals (as applicable)

- This information will assist schools in determining if student's progress as well as the school's effectiveness servicing the needs of its ELL population.

The School's goals for determining effectiveness in serving ELL students at the School is consistent with goals set for all students at the School (see section 5) and with consideration to the goals and objectives written within the IEP plan.

The School will support the education of the students, providing the support not only in the ESOL classroom but also in the other classroom settings in which the student will receive instruction. Documentation of the progress review for each ESOL-exited student will be conducted at the end of the student's first grading period, first semester, first year, and second year after exiting. The school will monitor the student's progress using report cards, test scores, classroom performance, Post Program Review Reports (as applicable), Standardized tests and Student Case Management referrals (as applicable). This data will serve to determine the effectiveness of the services provided to ELL students.

Grades Level	Exit Criteria to Exit ESOL Program
Kindergarten	CELLA OLPS-R FAIR
1st, 2nd Grade	CELLA SAT- 1 0
3rd – 5th Grade	CELLA FAST Reading Level 3 or above

The School's effectiveness in serving ELL students will also be evaluated by the School's ability for the student to demonstrate learning gains as evidenced by their performance in all respective portions of the FAST and consistent with the annual goals specified in the Student ELL Plan. Similarly, the school's ability to meet Adequate Yearly Progress (AYP), including AYP for ELL subgroup, will also serve to demonstrate effectiveness in serving the School's English Language learner population.

VMA will be serving at risk students and hence anticipates several of its ELL will be entering the school below grade level. Staff carefully considers the cultural and instructional needs of students with English as a second language and makes available to parents and students, as appropriate, verbal and written translation of all materials, notices, documents, reports and communications. Assessments are conducted in a student's native language, or with translation as appropriate, whenever a student's English language development level may require such assessment in order to better understand a student's learning needs.

Our plan to ensure these students benefit from the curriculum is as follows:

- Focus on Individualized Instruction of ELL Learners
- Provide Small Group Instruction
- -The VMA learning labs will provide our ELL learners direct online individualized instruction to determine the need for tutoring and or customized interventions
- Innovative Online ELL learning platforms
-

B. Describe specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the core academic program for these students, including those below, at, or above grade level.

Staff carefully considers the cultural and instructional needs of students with English as a second language and makes available to parents and students, as appropriate, verbal and written translation of all materials, notices, documents, reports and communications. Assessments are conducted in a student's native language, or with translation as appropriate, whenever a student's English language development level may require such assessment in order to better understand a student's learning needs.

Our plan to ensure these students benefit from the curriculum is as follows:

- Focus on Individualized Instruction of ELL Learners
- Provide Small Group Instruction
- -The VMA learning labs will provide our ELL learners direct online individualized instruction to determine the need for tutoring and or customized interventions
- Innovative Online ELL learning platforms

C. Provide plans for monitoring and evaluating the progress and success of ELL students, including exiting students from ELL services.

Instructional programs, practices, and strategies, including monitoring and evaluation, which ensure academic success and equitable access to the core academic program for ELL students can be found beginning on page 45 of this document.

D. Describe the staffing plan for the school's English Language Learner program, including the number of and proposed qualifications of staff.

The School will ensure that highly experienced and ESOL certified teachers would be hired to serve the School's English Language Learner Program based on students' proficiency levels. The number of teachers will be based on the number of students identified upon student enrollment (results from home language surveys and/or ESOL levels). Additionally, the school is committed to ensuring that all core curriculum personnel instructing ELL students will have the appropriate training (ESOL endorsement/required coursework including ESOL Issues and Strategies -18, 60, 300 MPP) documentation. The Principal/Staffing Committee will identify each teacher's training status or requirement.

The school will identify an ESOL coordinator who will have the responsibility of overseeing, training, and assisting staff in meeting the needs of the school's ELL population throughout the school year. All instructional members will be expected to appropriately identify any ESOL students and levels in their grade books and use ESOL strategies when instructing ELL students.

Home Language Assistance Program: If the school has 15 or more ELL students speaking another language (per language group) other than English upon registration, the school will ensure that a linguistically qualified teacher or paraprofessional will be staffed to assist ELL students in understanding content instruction. *(LULAC et al vs. School Board of Education*

Consent Decree). Teachers and paraprofessionals assigned to this program are expected to assist ELL students using their home language in the core subject areas of mathematics, science, and social sciences. Tutoring logs indicating services provided will be kept at the school by the administrator supervising the program.

Bilingual paraprofessionals will assist students through the use of the following:

- working in small groups
- translating information
- interpreting test questions and homework assignments as appropriate
- helping students comprehend textbooks and other written materials.

VMA seeks a multicultural and multilingual staff that provides additional linguistic and cultural support to our students in and outside of traditional classroom activities. Additionally, the emphasis of positive male role models in the lives of our students will be weaved through our students academic and extracurricular activities and enhance our ELL students cultural awareness and evolution. As an extended day extended year school, our students will receive more ELL support in the school day and via the collaboration with community programs will ensure that students have identified role models who further reflect their linguistic and cultural identity and support our students success.

To further support our VMA ELL'S, the school will provide:

- Extended time on tasks as needed
- Individualized instruction to students
- Learning labs
- Monitoring and progress evaluation

Evaluation Criteria: English Language Learners

Reviewers will look for:

- *Demonstrated understanding of legal obligations regarding the education of English Language Learners.*
- *A comprehensive and compelling plan for educating English Language Learner students that reflect the full range of programs and services required to provide all students with a high-quality education.*
- *A clear plan for monitoring and evaluating the progress of ELL students, including exiting students from ELL services.*
- *Demonstrated capacity to meet the school's obligations under state and federal law regarding the education of English Language Learners.*
- *A realistic enrollment projection (ELL) and a staffing plan that aligns with the projections.*

Section 8: School Culture and Discipline

A. Describe the culture or ethos of the proposed school. Explain how it will promote a positive academic environment and reinforce student intellectual and social development.

In addition to the prescribed course of study at Visible Men Academy, there are two other curricula that are important to the social, cultural, and emotional wellbeing of our students, faculty and staff. VMA strongly adheres to the SHINE values developed by our founders in 2013. The VMA family knows these values 'by heart' and can be seen and heard reciting them along with the VMA creed, at our regular assemblies. Those values of SELFLESSNESS, HONESTY, INTEGRITY, NICENESS, and EXCELLENCE are present 24/7 in the lives and work of the VMA family.

There is a second set of values we teach --- the Keys to Success. These Core Values play a major part in our daily character development curriculum. These basic human concepts support and expand on the SHINE values and provide the "what", "why", and "how" about becoming the best person we can be. These values are Citizenship, Leadership, Character Development, Relationships, Achievement, Attitude, Dreaming, Personal Presence, Health, Work Ethic, and Spiritual Development (non-religious). Both the SHINE values and the Keys to Success are a part of the DNA of VMA. They are the touchstones of our institution and inform our culture.

Culture is defined as the traditions, routines, expectations and interactions that take place. Everyone at VMA embraces and is fully engaged in the school's culture. We all have a shared vision and hopeful expectations for a future for our boys where they not only demonstrate the value that comes with education, but truly know that as a person, they have value.

We know that we are changing lives in small ways every single day. When you add up all the small things and all the days that VMA has been in existence, you begin to understand not only the enormity of the task, but the knowledge that along the way, you've made a difference. A space rock has to only tap an asteroid to steer its trajectory a completely different direction. We do that every day with the boys, nudging them slightly toward a better future.

You can call it "climate", "culture", "ethos", etc., but what it is, simply, is FAITH. Faith that the staff comes to work every day with only the best interests of the students at heart. FAITH that we are doing the right thing at the right time, and FAITH that the good work we do is not only perceived well, but that the good work we do, actually works to improve the outcomes for our boys in ways that are not usually attainable in a traditional elementary school environment.

Our ethos is built on a shared vision and high expectations of not only our boys, but of ourselves.

B. **State whether the applicant intends to use the local school district's code of conduct policy. If the applicant does not intend to use the local school district's code of conduct**

policy, describe in detail the school's approach to student discipline. If already developed, provide the proposed discipline policy or student code of conduct as Attachment G. Taken together, the narrative and code of conduct (if provided) should:

- Explain the practices the school will use to promote discipline, including both penalties for infractions and incentives for positive behavior.
- List and define the offenses for which students must (non-discretionary) and may(discretionary) be suspended or recommended to the local school district for expulsion.
- Describe the roles of administrators, teachers, staff, and the governing board regarding the discipline policy.
- Provide an explanation of how the school will take into account the rights of students with disabilities in disciplinary actions and proceedings.
- Describe procedures for due process when a student is suspended or recommended to the local school district for expulsion as a result of a violation, including a description of the appeals process that the school will employ for students facing recommended expulsion and a plan for providing services to students who are out of school for more than ten days: and
- Explain the process for informing students and parents about their rights and responsibilities under the code of conduct.

Visible Men Academy adheres to the School District of Manatee County Code of Conduct, so our students and families have a clear understanding of behavioral expectations and to inform all parties of important procedures related to our educational mission.

Section 9: Supplemental Programming

A. Describe any extra- and co-curricular activities or programming the school will offer, if applicable; how often they will occur; and how they will be funded.

VMA students participate in numerous Extracurricular and Cocurricular activities throughout the school year. These include:

<u>Cocurricular Activities:</u>

- FUNducation – S.T.E.A.M based auxiliary educational activities that Engages VMA students with hands-on tech activities and clubs featuring computers, robotics, AI, and coding. (Funded by a private philanthropic grant)
- Mote Marine Laboratory – "Mote In Your Classroom" - Inquiry-based and hands-on learning experiences, aligned with student grade level. (no charge)
- Center for PAInT at USF Sarasota-Manatee - *The Center for PAInT provides resources, training, classroom and professional development opportunities that lead to equal access to arts integration pedagogy in Florida's Pre-K through 20. (programming Funded by a grant to the USF Center for PAInT)*

Extracurricular Activities:

- SHINE Academy (summer learning loss/recovery program). Four-week supplemental teaching program that supports and reinforces gains made during the regular school year. *Funded by the Elementary and Secondary School Emergency Relief Fund (ESSER)*
- The monthly Saturday Success program invites students and their families for workshops, speakers, character building activities. *(currently funded by philanthropic gifts and volunteer groups & individuals)*
- After School Program – Supplemental education opportunities are offered to students that provides a broad range of focus areas including academic support, mentoring, care, etc. (Title I funded)

Evaluation Criteria: Supplemental Programming

Reviewers will look for:

- *A clear description of extra- and co-curricular activities that support, and do not detract from, the educational program.*
- *Evidence of an adequate funding source for extra- and co-curricular activities.*
- *Lack of supplemental programming may not be a basis for denial.*

Visible Men Academy
2022 Charter Renewal Application
II. Organizational Plan

Section 10: Governance

A. Describe the school's existing or planned legal status, including non-profit status and federal tax-exempt status.

Visible Men Academy, Inc. (VMA) was designated as a Public Not for Profit Corporation in the State of Florida under its Articles of Incorporation on July 30, 2012, Registration Document # N12000007344. (Attachment H)

The required 501(c)3 tax-exemption status was granted by the US Department of the Treasury (Internal Revenue Service) on February 28, 2013. VMA's Federal ID # is 46-0930264. (Attachment I)

Governing bylaws are in effect. (Attachment J)

Additionally, VMA currently holds ACTIVE status with the Florida Department of State, Division of Corporations (www.sunbiz.org).

VMA is registered with the Florida Department of Agriculture and Consumer Services in accordance with Chapter 496, Florida Statutes, the Solicitation of Contributions Act under Registration #CH38252.

VMA is exempt from paying Florida sales tax per certificate # 85-8016128734C-9 (expires 3/31/2023).

B. Provide the following documents, if available, as attachments:

- The articles of incorporation for the applicant organization (or copies of the filing form) as Attachment H

  See Chart of Attachment
- 501(c)(3) tax exempt status determination letter (or copy of the filing form) as Attachment I

  See Chart of Attachment
- Governing board by-laws as Attachment J

  See Chart of Attachment
- Governing board code of ethics and conflict of interest policy as Attachment K

  See Chart of Attachment

C. Describe the governance structure of the proposed school, including the primary roles, powers, and duties of the governing board; committee structure (if applicable); and how the board will interact with the principal/head of school and any advisory bodies.

The governance structure of Visible Men Academy is graphically represented in the document 'VMA Organizational Chart' for the current academic year (2022-23) included as "ORG.CHART M1" Attachment M.

The non-academic leadership and staff engaged in the organizational functions of VMA includes the Executive Board members, Governance committees, advisory council, administrative leadership, support staff, volunteers, others.

VMA's Executive Board operates in accordance with the VMA bylaws and is charged with ensuring that administration furthers the mission, with efficiency and integrity. The role of the VMA Executive Board is one of oversight – allowing administrative and academic management to direct the school's day-to-day activities.

The Executive Board Chairperson in conjunction of the Governance Committee oversee the performance of the Leadership Team (Principal, CEO, and the Senior Director of Development) and act as advisors on questions or issues that arise from time to time. Communication and interaction between the Executive Board and the Leadership Team are collegial but professional, and communications are generally informal in both directions unless otherwise required. A similar relationship exists between the Board and the Advisory body.

The role of the Executive Board is to develop and steer the strategic vision for the school. The board approves the hiring of leaders to run the school and to hold those leaders accountable for academic and operational success. The Board provides financial oversight, assures that fundraising goals are met, and creates committees for the execution and oversight of various programs, campaigns, and other major decision-making processes.

Monitoring and Measuring Performance

Active board oversight requires that management performance be evaluated against the specific operational goals that the VMA Executive Board has determined will further advance the agreed strategy aligned with VMA's mission.

Access to Financial Information

Overseeing the finances of VMA is a critical part of the Executive Board's role. The Executive Board is responsible for monitoring and ensuring the integrity of VMA's financial reporting processes (including record-keeping), internal control systems and audit, and should hire an independent auditor as appropriate.

Executive Board Focus and Access to Other Information

The Executive Board's focus is on setting strategic direction and long-term goals, monitoring management's progress and results to achieve those goals, and ensuring satisfactory compliance with ethical standards, organizational policies, and the law.

Additional functions of the VMA Executive Board include the following:

- Assist in obtaining resources through making personally meaningful financial contributions, fundraising, and/or time commitments.
- Select, monitor, and evaluate, compensation, develop and approve succession plans for senior executives of the organization.

- Define and evaluate the long-term strategy by which the organization fulfills its mission and monitor the implementation of the strategy.
- Review & approve material allocations, expenditures, & major transactions.
- Approve budgets, financial plans, and financial statements; ensure the integrity of VMA's financial reporting processes, procurement services, internal control systems and audit processes.
- Balance constituency interests with VMA's goals, vision, and mission.
- Oversee VMA's risk profile.
- Ensure compliance with all applicable local, state, and national laws, regulations, policies, and rules, policies, and standards of VMA.
- Strategically manage the composition of the Executive Board and its Advisory Board and committees and promulgate governance best practices.

Executive Board – Description of Roles and Responsibilities

Chairperson

1. Is a member of the Board and calls, attends, and conducts meetings
2. Leads and mediates Board actions with respect to organizational priorities
3. Provides leadership to the Executive Board
4. Encourages Board's role in strategic planning
5. Monitors financial planning and financial reports
6. Plays a leading role in fundraising activities
7. Evaluates annually the performance of the organization's leadership
8. Performs other responsibilities assigned by the Board

Vice Chairperson (if assigned)

1. Is a member of the Board & Attends all board meetings
2. Performs Chair responsibilities when the Chair cannot be available
3. Works closely with Board Chair implement goals and plans.
4. Performs other responsibilities as assigned by the Board.

Board Secretary (if assigned)

1. Is not required to be a member of the Board. Attends all board meetings
2. Oversees notice of meetings, attendance & records of proceedings of all official meetings of the board and/or committees
3. Oversees communications from the board of directors to various constituencies

Board Treasurer (not assigned)

1. Is a member of the Board & attends all board meetings
2. Maintains financial oversight of fiscal matters of the organization including budgets, local/state/federal compliance
3. Oversees preparation of financial reports and annual financial audit
4. Oversees development and review of financial policies and procedures

Committee Chair

1. Is a member of the Board & sets tone for the committee work
2. Oversees the planning of committee's operations
3. Reports to the Board's Chair
4. Assigns work, sets agenda, runs meetings, ensures disposition of minutes

Board Member

1. Regularly attends board & assigned committee meetings
4. Stays informed about committee matters
6. Is an active participant in annual evaluation and planning process
7. Participates in fund raising for the organization

Honorary Board Members

The VMA Board may select individuals to serve as Honorary Board Members. This role is symbolic, in nature, and may be conferred upon any individual the VMA Board identifies as having made significant contributions in support of the VMA mission.

VMA Executive Board Committee Roles and Responsibilities

Board committees should consist of directors who are independent from management and as provided for in the VMA bylaws. Committees, when charged, report directly to the Executive Board with recommendations on a quarterly basis.

1) Strategic/Long-range Planning Committee

This committee is responsible for leading VMA's thinking and organization on strategic and long-range planning.

2) Community Engagement Committee

This committee is responsible for optimizing the current relationships between VMA and the community.

3) Fundraising/Development Committee

This committee is responsible for optimizing the current fundraising efforts for VMA.

4) Finance Committee

This committee is responsible for monitoring the finances of VMA.

5) Governance Committee

This committee is responsible for governance guidelines and policies of the board and VMA, generally.

D. State the frequency of board meetings and describe how the board will comply with open meetings and records laws.

Meetings of the Executive Board

All board meetings will be noticed, open and accessible to the public. Board meetings will be held on school property, and accessible via an online meeting service provider (i.e., ZOOM) Individuals attending will be given an opportunity to provide input regarding VMA’s operations. A board calendar is maintained on the school website stating the date, time, and place of each scheduled regular meeting.

The Executive Board of Visible Men Academy is scheduled to meet on the first Wednesday of each month of the calendar year. A regular Annual Meeting of the Board of Directors shall be held during the month of July. The annual meeting replaces the scheduled monthly meeting for July.

Notice of Meetings

A meeting notice with Information about the time, place & date of each Executive Board meeting is provided on the school's website. This information is posted in August of each year for each meeting planned for subsequent 12-month period, excluding Special Meetings. Notice of Special Meetings will be posted on the VMA website as soon as meeting details are confirmed.

Special meetings may be called by or at the direction of the Chairman of the Board, the President, or by a majority of the Directors then in office. Written, oral, or any other method of reasonable notice of the time and place shall be given for special meetings of the Executive Board.

The notice of any meeting need not specify the purpose of such meeting. The requirement for furnishing notice of a meeting may be waived by any Director who signs a Waiver of Notice before or after the meeting or who attends the meeting without protesting the lack of notice to him.

No additional notice shall be required for regular meetings of the Board of Directors for which the time and place have been fixed previously and timely posted on the VMA website.

Sunshine Law requirements.

Florida's Sunshine Law assures open government in Florida. It applies to any formal or informal gathering of two or more members of the same board to discuss some matter that will foreseeably come before that board for action.

The Sunshine Law provides that a right of access by the public to most meetings of boards, commissions and other state and local governing bodies is guaranteed. In keeping with the law, VMA is pledged to provide reasonable public notice of each Executive Board meeting. In addition to the Notice of Meeting, Minutes of each meeting of the VMA Executive Board are prepared and posted on the VMA website (URL) in a reasonable time after the close of each meeting.

Public Records.

Florida's Public Records Act provides a right of access to records of state and local governments as well as to private entities acting on their behalf. As a public charter school in the State of Florida, VMA complies with Florida's public records laws to provide access to public records for inspection by any person desiring to do so, under reasonable conditions and exemptions, as established by Florida Statutes Chapter 119.07(1)(a).

Section 11: Management and Staffing

A. Submit as Attachment M organization charts that show the school governance, management, and staffing structure in

- The preoperational year - - - N/A
- The first year of school operations - N/A

• At the end of the charter term (current school year) [2022-2023]
• When the school reaches full capacity, if in a year beyond the first charter term

Each organization chart should clearly delineate the roles and responsibilities of and lines of authority and reporting among the governing board, staff, and any related bodies (such as advisory bodies or parent or teacher councils), and any external organizations that will play a role in managing the school. The organization charts should also specifically document lines of authority and reporting within the school.

B. Identify the principal or head of school candidate and explain why this individual is well qualified to lead the proposed school in achieving its mission. Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high performing charter school. If the proposed leader has never run a school, describe any leadership training programs that (s)he has completed or is currently participating in. Discuss the evidence of the leader's ability to effectively serve the anticipated population. Also provide, as Attachment N, the proposed job description and resume for this individual.

Dr. Janjay Gehndyu was named Principal of Visible Men Academy in September 2021. Dr. Gehndyu holds a 2017 Ed.D degree in Higher Education Leadership from Nova Southeastern University and was selected to lead VMA, in part, because of his unique link to the school's service area. Having grown up in the Pride Park neighborhood where VMA is located, he has a special connection and a unique and very personal perspective on the lives of the students and families of Visible Men Academy.

His background in science education (Braden River High School Instructor – Biology), charter school curriculum development (Sarasota School of Arts & Sciences, Chair, Biology Department) and his extensive education leadership credentials (Fulhaber Fab Labs, Southeastern University, Post-doctoral fellowships, grants & awards), coupled with Dr. Gehndyu's personal connection to the VMA community, make him the best-qualified person to lead Visible Men Academy into its second decade.

C. Describe the management structure of the school. As Attachment P provide job descriptions for each administrative or leadership position that identifies key roles, responsibilities, and accountability

The school's on-site administration team consists of the principal, school administration and support staff that is responsible for the curriculum development, working with the teaching staff, addressing student-related issues, and parental-related issues.

The principal, with the support of the administrative staff, will ensure that the operations of the school are in accordance with the mission and vision of the school. The principal and his/her administrative staff, as instructional leaders, will make all school-based decisions, establishing and implementing procedures for the day to-day operations of the school.

The clerical staff (receptionist, registrar, data processor) will be responsible for carrying out these procedures in their daily activities and interactions with students, teachers, and parents of the school.

D. Provide a staffing plan for each year of the charter term that includes all anticipated personnel and is aligned with the school's projected enrollment and with all other sections of the application. Provide as Attachment Q the proposed job description and qualification requirements for the school's teachers.

Charter Year	Grade Levels	Total Projected Student Enrollment
Yr. 1 - 2023-2024	Kindergarten — 5th	80
Yr. 2 - 2024-2025	Kindergarten — 5th	100
Yr. 3 - 2025-2026	Kindergarten — 5th	120
Yr. 4 - 2026-2027	Kindergarten — 5th	120
Yr. 5 - 2027-2028	Kindergarten — 5th	120

Staffing Plan – (linked to enrollment projections for charter term 2023-2028)

Year 1
8 Homeroom Teachers (One each, grades K-3, two in grades 4 & 5) 2 Teacher Assistants, 1 Parent/Family Coordinator, 1 Registrar, 1 CEO, 1 Principal, 1 Director of Ops, 1 Custodian, 1 ESE/MTSS Coordinator, 2 Part-time Bus Drivers, 2 Development/Engagement/Fundraising Staff

Staffing Plan - Year 2 – One additional Homeroom Teacher (Grade 3)
Staffing Plan - Year 3 – Same as Year 2
Staffing Plan - Year 4 – Same as Year 3
Staffing Plan - Year 5 – Same as Year 4

Staffing for Special Populations: *(if necessary)* VMA will employ teachers who meet all licensure and/or certification requirements that apply to the areas of special student education. The number of special education staff will be based on the number of SPED/Gifted students identified upon registration and enrollment. Speech and language, occupational and physical therapy services will be contracted services that the school may provide for students who qualify for those services. A psychologist and social worker will also meet all required licensure and/or certification requirements to their area of related service.

Staffing for English Language Learners: *(if necessary)* The ESOL program will have highly experienced ESOL Certified teachers. The number of teachers will be based on the number of students identified upon registration and enrollment. All classroom teachers instructing ELL students will have the ESOL Endorsement and implement ESOL Strategies when instructing ELL Students. ESOL Coordinator or Designee will have the responsibility of overseeing training and assisting staff in meeting the needs of the ELL population throughout the school year.

E. Explain the school's plan for recruitment, selection, and development of a highly qualified and appropriately certified instructional staff that is aligned with applicable federal laws and state requirements as well as the school's design.

It is the intent of VMA to obtain the services of the finest teachers and administrators available. Teachers employed shall be certified as required by § 1012, F.S. To accomplish this goal, the school will disseminate materials, locally and nationally, in order to ensure that properly credentialed individuals apply for positions. A key VMA strategy is to recruit veterans of Teach for America. Recruitment efforts will also include newspaper advertisements, advertisement on the school's website, presentations, fliers at local-universities, school job fairs, and via word of mouth. Considerable effort will be taken during interviews to hire the most qualified candidates that cumulatively represent the diverse racial/ethnic background of the local community and county that we serve.

The Governing Board will screen, interview, and hire the Principal. The Principal will interview and hire all other employees. Emphasizing the philosophy and mission of VMA, the school will ensure that faculty members are highly qualified and match the learning needs of its' students. Under the No Child Left Behind Act (NCLB) of 2001, all teachers must be "highly qualified" to teach in the school. The definition of a highly qualified teacher includes meeting at least the following three criteria:

- Having a bachelor's degree.
- Having State credentials or certificate.
- Demonstrating core academic subject matter competency.

Extensive background reviews will be done to verify past experiences and ensure the safety of the children. This will include fingerprinting of all potential employees and others serving in an official capacity of the school as defined in compliance with the provisions dictated in §1012.32, F.S. The charter school reserves the right to mandate whatever testing of employees is deemed necessary to protect the students. The school will not violate the anti-discrimination provisions of §228.2001, F.S., the Florida Education Equity Act, or any other state or federal law. VMA will not employ an individual to provide instructional services if the individual's certificate or licensure as an educator is suspended or revoked by this or any other state, as per §231.15, F.S.

Within the first three days on the job, new employees will be required to complete appropriate immigration and federal income tax paperwork. All the charter school employees will be required to submit a proof of fingerprinting, and if appropriate drug testing, received by the school district. Copies of this documentation will be kept in the employees' files.

VMA is committed to the professional development of its staff and will provide on-going sustained professional development programs, offering a range of professional growth opportunities, for its teachers to enhance their ability to maximize student learning. The charter school will design and/or select professional development programs based on the school's needs. Further, the charter school will seek relationships with local colleges and universities for professional development opportunities. Training may be provided, but not limited to, areas such as the use of technology for teachers and support staff, effective "best" teaching practices and teacher evaluation processes. All teachers will be required to develop and maintain a professional- development plan where

professional goals are identified, and workshops/in-services are attended in order to fulfill the requirements of said plan. In house workshops and meetings will be held monthly by administrators in order to facilitate, support, and troubleshoot concerns and staff needs. Additionally, the Governing Board and key administrators will participate in governing board training and various other training programs offered to charter schools by the State or non-profit charter school entities.

Finally, teachers will maintain a portfolio as a part of their performance evaluation process which includes evidence of relevant coursework, publications, published papers, recognition or awards they receive and other such documentation of their investment and responsibility for their own professional growth. Teachers will be evaluated via a performance appraisal system which will be established to evaluate competence in accordance with Florida Statutes. All experienced teachers will be evaluated by the school administration twice yearly using a formal teacher evaluation system. The evaluations will be conducted by the principal. New teachers will be evaluated four times per school year by the principal. Evaluations will focus on instructional strategies, classroom management skills, student engagement in classroom/lesson, and teacher performance. Evaluations will be used as a means of improving the quality of instruction and serve as a support system for the continuous improvement of teachers as follows:

- To improve the quality of teaching and service to students.
- To enable the teacher to recognize his/her role in the total school program.
- To assist the teacher in achieving the established goals of curriculum.
  To help the teachers identify his/her strengths and weaknesses as a personal guide for his/her improvement.
- To aid the teacher to help correct weakness.
- To recognize the teacher's special talents and to facilitate and encourage their utilization. To serve as a guide for renewed employment, termination of employment, promotion, assignment, and un-requested leave for teachers.
- To protect the teacher from dismissal without just cause.
- To protect the teaching profession from unethical and incompetent personnel.

A copy of the written evaluation will be submitted to the teacher at the time of the post observation conference. The final evaluation report from will be signed and retained by the principal, in the personnel file, and the teacher will receive a copy as well.

Reviewers will look for:

- *A management structure that includes clear delineation of roles and responsibilities for administering the day-to-day activities of the school.*
- *A sound plan for the recruitment and selection of the school leader.*
- *A viable and adequate staffing plan.*
- *A sound plan for recruiting and retaining qualified and capable staff.*

Section 12 - Human Resources and Employment

A. Explain the relationship that will exist between the school and its employees, including whether the employees will be at-will. Discuss the school's tentative plan regarding use of

employment contracts. If the school will use contracts, explain the nature and purpose of the contracts. Use and nature of employment contracts may be finalized after application approval.

Each employee at Visible Men Academy is classified into one of several employment categories: Regular Full-time, Regular Part-time, Temporary, and Independent Contractor.

REGULAR FULL-TIME employees regularly scheduled to work a minimum of 30 hours per week are generally eligible to participate in VISIBLE MEN ACADEMY, INC.'s benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME employees regularly scheduled to work 30 or less hours per week may be eligible to participate in some of VISIBLE MEN ACADEMY, INC.'s benefit package, in addition to those required by law, subject to the terms, conditions and limitations of the individual benefit program.

TEMPORARY employees scheduled to work for a predetermined period of time, usually not to exceed six months, are not eligible to participate in VISIBLE MEN ACADEMY, INC.'s benefit package except as required by law.

INDEPENDENT CONTRACTORS hired by the Company to perform a particular job, typically for a limited time period, may be self-employed or they may work for an outside agency. Independent contractors are not considered employees of the Company and are not eligible for any of VISIBLE MEN ACADEMY, INC.'s benefit package except those required by law

Employment at VMA is considered "at-will" and is described in the Employee Handbook on Page 5

Employment Contracts
From time-to-time VMA employs independent contractors. Contractors may be engaged for a variety of reasons such as technical consultations, seasonal assistance, or intermittent support in areas that have not scaled up sufficiently to fill the need for a full-time permanent employee.

Contracted workers are not considered "employees" since they provide specific services for a fixed length of time or on a project basis.

To be considered a contracted employee, a worker must be responsible for paying their own taxes on the payment they receive from VMA. The independent contractor will use their own equipment or supplies in the performance of the job and will provide an invoice upon the completion of their work.

Other than those required by law, employment benefits that are customarily offered to employee are not offered to independent contractors.

B. Provide the performance evaluation or a general outline of the performance evaluation plan, consistent with the substantive requirements included in s. 1012.34, F.S. (the Student Success

Act), for administrators and instructional personnel including who will conduct the evaluations, what instrument will be used, and how the results will be used to guide performance and professional development. A final, detailed outline will be required after application approval.

Teachers will maintain a portfolio as a part of their performance evaluation process which includes evidence of relevant coursework, publications, published papers, recognition or awards they receive and other such documentation of their investment and responsibility for their own professional growth. Teachers will be evaluated via a performance appraisal system which will be established to evaluate competence in accordance with Florida Statutes. All experienced teachers will be evaluated by the school administration twice yearly using a formal teacher evaluation system. The evaluations will be conducted by the principal. New teachers will be evaluated four times per school year by the principal. Evaluations will focus on instructional strategies, classroom management skills, student engagement in classroom/lesson, and teacher performance. Evaluations will be used as a means of improving the quality of instruction and serve as a support system for the continuous improvement of teachers as follows:

- To improve the quality of teaching and service to students.
- To enable the teacher to recognize his/her role in the total school program.
- To assist the teacher in achieving the established goals of curriculum.

To help the teachers identify his/her strengths and weaknesses as a personal guide for his/her improvement.

- To assist the teacher to help correct a weakness.
- To recognize the teacher's special talents and to facilitate and encourage their utilization. To serve as a guide for renewed employment, termination of employment, promotion, assignment, and un-requested leave for teachers.
- To protect the teacher from dismissal without just cause. To protect the teaching profession from unethical and incompetent personnel.

A copy of the written evaluation will be submitted to the teacher at the time of the post observation conference. The final evaluation report from will be signed and retained by the principal, in the personnel file, and the teacher will receive a copy as well.
Adapted from Franklin Charter Academy. (08/02/2010) from https://www.stlucie.k12.fl.us/

C. Provide the compensation structure or a general outline of the compensation structure for all employees, including salary ranges and employment benefits as well as any incentives or reward structures, if applicable. How will compensation and other components factor into the staff retention plan?

The school ~~will be~~ is a not-for-profit, private employer, and ~~will~~ does not participate in the Florida Retirement System. Teacher salaries are comparable to those outlined in the teacher salary schedule implemented by the local public school district.

Full time, salaried employees are entitled to Health Insurance dental, vision, 401K, and other benefits

Managing for employee retention involves strategic actions to keep employees motivated so they remain employed and fully productive. A comprehensive employee retention program plays a vital role in attracting and retaining employees, as well as in reducing turnover and its related costs.

Benefits also play a significant role in retention. Offering a competitive benefits package, in addition to competitive pay, reduces the likelihood an employee will seek other employment. To support retention efforts, VMA makes every effort to create supplemental compensation opportunities for teachers and staff whenever possible.

Teacher Compensation Schedule

YR	Bachelors	Masters	Doctorate	YR	Bachelors	Masters	Doctorate
1	$49,500	$50,300	$55,300	16	$57,600	$60,680	$65,680
2	$49,800	$50,600	$55,600	17	$58,300	$61,480	$66,480
3	$50,200	$51,000	$56,000	18	$59,100	$62,280	$67,280
4	$50,600	$51,800	$56,800	19	$60,000	$63,080	$68,080
5	$51,000	$52,600	$57,600	20	$61,000	$63,880	$68,880
6	$51,600	$53,400	$58,400	21	$61,500	$64,680	$69,680
7	$52,300	$53,800	$58,800	22	$61,800	$65,480	$70,480
8	$53,100	$54,000	$59,000	23	$62,200	$66,280	$71,280
9	$54,000	$54,880	$59,880	24	$63,400	$67,080	$72,080
10	$55,000	$55,800	$60,800	25	$64,000	$67,880	$72,880
11	$55,500	$56,680	$61,680	26	$64,600	$68,680	$73,680
12	$55,800	$57,480	$62,480	27	$65,600	$69,480	$74,480
13	$56,200	$58,280	$63,280	28	$66,300	$70,280	$75,280
14	$56,600	$59,080	$64,080	29	$67,000	$71,080	$76,080
15	$57,100	$59,880	$64,880	30	$68,000	$71,880	$76,880

D. Outline the school's procedures for hiring and dismissing school personnel, including conducting criminal background checks.

(From Employee Handbook). "Extensive background reviews will be done to verify past experiences and ensure the safety of the children. This will include fingerprinting of all potential employees and others serving in an official capacity of the school as defined in compliance with the provisions dictated in §1012.32, F.S. The charter school reserves the right to mandate whatever testing of employees is deemed necessary to protect the students. The school will not violate the anti-discrimination provisions of §228.2001, F.S., the Florida Education Equity Act, or any other state or federal law. VMA will not employ an individual to provide instructional services if the individual's certificate or licensure as an educator is suspended or revoked by this or any other state, as per §231.15, F.S. Within the first three days on the job, new employees will be required to complete appropriate immigration and federal income tax paperwork. All the charter school

employees will be required to submit a proof of fingerprinting, and if appropriate drug testing, received by the school district. Copies of this documentation will be kept in the employees' files."

VMA's personnel policies and procedures shall be to employ, retain, promote, compensate, terminate, and otherwise treat any and all employees and job applicants on the basis of qualifications and competence in compliance with all applicable employment laws. The policy shall be applied without regard to race, color, religion, age, sex, national origin, ancestry, disability, medical condition, marital status, request for protected leave, veteran status, or any other protected characteristic under local, state, or federal law.

Faculty and staff members employed by the School will possess the personal characteristics, knowledge base of and belief in the educational and curriculum design as described in this proposal, as well as an ability and motivation to work as part of a team with parental involvement. The School will look for personnel who bring with them a sense of enthusiasm and commitment as well as a strong belief in and understanding of the charter school concept.

VMA is committed to providing a workplace that is free from discrimination and harassment of any kind. Employees are expected to adhere to a standard of conduct that is respectful of all persons within the workplace.

Employees are expected to observe high standards of job performance and professional conduct. When performance or conduct does not meet standards, the School may terminate employment, or it may endeavor, if it deems appropriate, to provide the employee a reasonable opportunity to correct the problem. If, however, a corrective opportunity is given and the school determines that the employee has failed to make the correction, he or she will be subject to further discipline, including termination.

Open Door Policy: Effective communication at the school will be based upon a relationship of mutual respect and trust. The school will endeavor to keep employees informed about its progress, policies and other general information that affects the employees.

Policy against Conflicts of Interest: All situations that do or may involve a conflict between personal interest and the interest the school must be disclosed in order to protect interests of both parties The employee must obtain a waiver of any such conflict before the employee may proceed with any activity that may cause a conflict of interest The following are types of activities that are considered to be a conflict of interest.

Being employed by or receiving compensation from an outside concern which does business with the school, having any ownership or financial interest of nature, as a customer, supplier, or a competitor

Having or participating in any dealing on behalf of the school; Solicitation, acceptance or receipt of any gift having value of twenty-five dollars or more that reasonably be

concluded that the gift was intended to influence the employee in the performance of his/her duties.

Credentials Required: When the employee is required to maintain a license, certification, or other form of credential, it is the responsibility of the employee to maintain such credentials and to notify the administrator of any restrictions or limitations imposed on them. Failure to maintain required credentials can jeopardize employment.

Teachers must be "highly qualified" to teach in the school. The definition of a highly qualified teacher includes meeting at least the following three criteria:

1. Having a bachelor's degree
2. Having State credentials or certificate
3. Demonstrated core academic subject matter competence

Termination: The employee and the school have the right to terminate the employment relationship at will, with or without cause with or without advance notice and with or without progressive discipline or procedural formality, unless the staff member is employed under a "for cause" contract.

Voluntary Termination: Non-contractual employees may resign from employment. Contractual employees may request release from their contract but may not resign without administrative approval during the specified term of their contractual obligation. An employee shall be considered to be voluntarily terminated if he or she fails to return from a leave of absence or scheduled vacation. If employees are absent without notice for three consecutive working days, the employee is automatically terminated.

Involuntary Termination
The School expressly reserves the right to discharge employees for cause, but without being in violation of the laws of the State of Florida and the United States of America. The School assures thorough, consistent, and even-handed termination procedures. Terminated employees will receive all earned pay to the next regular pay period.

An employee may be terminated involuntarily for any reason not prohibited by law, including a leave of absence in excess of 180 days, poor performance, misconduct, or other violations of the school's rules of conduct for employees.

Involuntary termination, other than for an administrative reason or abandonment of employment, will result in forfeiture of all earned accrued compensation, other than as required to be paid by law.

Job Performance
Employees may be disciplined/discharged for poor job performance, including but not limited to, the following:

- Below-average work quality or quantity
- Poor attitude or lack of cooperation
- Excess absenteeism, tardiness, or abuse of break or lunch privileges

- Failure to follow instructions or procedures
- Failure to follow established safety/security procedures

The school may proceed directly to a written reprimand or to termination for misconduct or performance deficiency, without resort to prior disciplinary steps, when the school deems such action is appropriate. If an employee is recommended for dismissal by the principal of the school, the principal will propose such dismissal at a meeting of the Board of the School. The employee shall have the right to contest the dismissal at the board meeting and present testimony or evidence in connection with the dismissal action.

Misconduct:
Employees may be disciplined and/or discharged for misconduct which can include but not limited to:

- Dishonesty
- Theft
- Discourtesy
- Misuse of or destroying school property
- Inappropriate interaction or relationships with students
- Falsifying or altering any school records, applications and/or important paperwork
- Interfering with the work performance of other
- Engaging in any Sexual Harassment
- Violating the Conflict-of-Interest Policy
- Possession of a firearm or dangerous weapon
- Exhibiting conduct which raises a threat to _the safety and
- well-being of the school, employees, and students
- Failing to report, within five days, any charges or conviction under any criminal, drug, state, or felony arrests.

Ninety-Day Probationary Period
All instructional employees will be hired on a one-year provisional contract and may be terminated at any time during that probationary period in accordance with the School's termination provisions.

Generally speaking, a progressive approach to disciplinary action will be implemented, allowing employees opportunities to improve or change behavior, conduct or performance. However, depending on the nature of the infraction, VMA's principal may write a reprimand or terminate an employee for misconduct or performance deficiency, without resort to prior disciplinary actions, If an employee is recommended for dismissal by the Principal, the Principal will propose such dismissal at a meeting of the Governing Board. The employee will have the right to contest the dismissal at the Board meeting providing his/her testimony or evidence. Dismissal of a teacher based on performance shall be conducted in accordance with the provisions of SB736.

E. If personnel policies have been developed, include as Attachment R. If personnel policies and procedures have not been developed provide a clear plan, including timeline, for the development and approval by governing board.

The Visible Men Academy Employee Handbook contains a comprehensive section pertaining to personnel policies and procedures and is included as Attachment R

F. Explain how the governing board and school leadership would handle unsatisfactory leadership, teacher, or staff performance, as well as leadership or teacher turnover.

Procedures for addressing performance expectations and for resolving unsatisfactory performance from paid employees is clearly described in the Employee Handbook in the sections titled "ON THE JOB EXPECTATIONS" beginning on page 14 and "PERFORMANCE MANAGEMENT" beginning on page 29.

Section 13 – Professional Development

A. Describe the school's professional development expectations and opportunities for administrators and instructional personnel, including the following:

1. Identify the person or position responsible for overseeing professional development activities.

2. Discuss the core components of professional development and how these components will support effective implementation of the educational program. Discuss the extent to which professional development will be conducted internally or externally and will be individualized or uniform. Describe how the effectiveness of professional development will be evaluated.

3. Describe any professional development that will take place prior to school opening. What will be covered during this induction period? How will instructional personnel be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods?

4. Describe the expected number of days or hours for professional development throughout the school year, and explain how the school's calendar, daily schedule, and staffing structure accommodate this plan. Include time scheduled for common planning or collaboration and how such time will typically be used.

Professional Development:

VMA agrees to establish annually, a Professional Development Plan (PDP) for the school. Guided by the Principal (for academic staff) this plan will provide the foundation from which an annual slate of professional development activities is prepared. The PDP will be an opportunity for employees to develop career and educational goals. Staff members will be eligible to participate in all district- sponsored professional development activities. Typical activities available to faculty and staff include graduate study, professional conferences, equity workshops, technology training, and other applicable in-service opportunities. The employees and supervisors will develop the PDP, which shall be reviewed and revised annually as necessary to meet VMA's objectives. Professional development goals and the attainment of such are incorporated into the annual employee performance evaluation.

In-Service Training: All administrators and teacher facilitators will receive in-service training by consultants. Teachers will receive training from these consultants at least twice annually during site visitations. The school will also provide in-service education for its parents, paraprofessionals, and volunteers. Such training may include, but is not limited to the following topics:

- Crisis Intervention.
- Curriculum Development.
- Character Development.
- Test Development and Administration.
- Response to Intervention.
- Differentiated Instruction / Data Chats.
- CAR-PD.
- ELL and ESE Strategies.
- Service learning — Micro Society.
- Other areas as appropriate

In setting high expectations for both students and teachers, the School will be committed to maintaining the level of high-quality instructors by implementing a comprehensive professional development plan. The school will support the professional development needs of all professional staff by subsidizing college classes, facilitating the attainment of continuing education credits, and offering trainings.

Teacher training will be offered throughout the school year in a variety of forms. Select teachers will attend local, state, and national conferences and serve as trainer to the remainder of the staff upon return to the School. Appropriate and relevant school wide training will occur on teacher planning days as well as on early release dates. All staff will participate in school-initiated and other relevant and necessary workshops for professional development, and a member of the administrative team will coordinate, assist, and monitor the staff development process. The Educational Service Provider may also prepare staff develop meetings in which the school may elect to participate. In-house workshops and meetings will be held monthly by administrators and may occur as often as biweekly through team leaders, in order to facilitate support, encourage communication, allow for team planning, and troubleshoot concerns and needs.

In addition to school wide professional development opportunities, faculty members will each complete a Professional Growth Plan as a means to document and identify areas for personal targeted professional growth, including the identification of strategies for obtaining specified goals, its' compatibility to ensuring the professional development exercise will serve to benefit the student, and a timeframe in which the staff development exercise should occur. The Principal, or his/her designee, will approve all IPDPs, at such time the principal may elect to recommend additional recommended professional development that should occur within a given timeframe.

The Principal or member of the administrative staff, together with the teacher, will commit to the IPDP, including the allocation of necessary resources for plan implementation, and observation of new/struggling teachers by veteran/mentor teachers to implement support strategies.

Evaluation Criteria: Professional Development

Reviewers will look for:

Professional development activities for administrators and instructional staff that align with the educational program and support continual professional growth as well as growth in responsibilities related to specific job descriptions.

Section 14 – Student Recruitment And Enrollment

A. Describe the plan for recruiting students that will result in the school meeting its projected enrollment. Include strategies for reaching the school's targeted populations and those that might otherwise not have easy access to information on available educational options including, but not limited to, families in poverty; academically low-achieving students; students with disabilities; and English Language Learners.

VMA recruits students through its comprehensive community engagement strategy and extensive networking and marketing of the school in the neighborhoods it seeks to draw students from.

VMA embraces partnerships with local groups and organizations, especially those in the southern Manatee area surrounding the school location.

VMA is keenly aware of the unique challenges that exist with economically disadvantaged parents such as those of the students we ~~will~~ serve. Barriers such as transportation, lack of resources, English as a second language, work schedules, chronic health issues, low levels of education, childcare and cultural discomfort collaborating with teachers and authority figures often reduce parental involvement in the students schooling.

Student Recruitment Plan:

VMA will utilize a strategic approach to solicit parental support and involvement in the student's academic experience at every step. First, 12 months prior to the opening of the school, VMA will perform an Educational Needs Assessment that specifically asks for parent's feedback and assessment of their son's current schooling. The Needs Assessment will not only provide an outlet for parents to offer their ideal school setting and academic needs for their son, but also to experience their first introduction to the VMA founding team and mission/background. The needs assessments will be held at partnering nonprofit and faith-based organizations where families already have trusting relationships with community leaders. The intimate setting will allow for honest discussion and exchanges between the parents and VMA Founding team.

Next, VMA will actively recruit students and parents through strong community-based networking and marketing described above. VMA will align itself with trusted community organizations that both endorse the VMA mission and have a preexisting relationship with the parents. These organizations may include the local NAACP, Faith Organizations, Existing Non-Profits, and local/national community leaders for at risk boys. Community outreach will be both through traditional online and print media outlets, as well as on the ground canvassing of neighborhoods and small business/organizations to introduce the VMA.

The Student Recruitment Plan below provides clear action steps that will guide VMA's ongoing student recruitment effort.

Student Recruitment Plan

The purpose of this work plan is to provide clear action steps that take between today and the day we begin releasing seats for the upcoming school year. This plan was developed as a tool to support recruitment needs.

Monthly Recruitment Goals

Month	Goals
September	Advertising the new school building to all stakeholders
October	Gathering stakeholders to make sure mission still aligns with our quality
November	Advertise to new families (upcoming) Saturday Success/Remake Learning Days Middle School Fair & Lottery for upcoming school year (Mailers)
December	Notification to parents of child's acceptance for upcoming year/ 5th grade students select middle schools (Before Holiday Break)
January	Advertising of book fair and mother sun dance for upcoming families
February	Mother Sun Dance (For Families)/ Conversations at Publix, Wal-Mart (use map/strategic placement)
March	Last month of having Saturday Success/remake learning days Book Fair
April	Community (Engagement) Cleanup day in April on property
June & July	Radio Advertisement (JoyFM) etc.

Monthly Planning Tool

Tasks that team needs to complete each month leading up to lottery

Month	Task	Owner	Status
November	Communication to current families that we are enrolling for the upcoming school year		
December	Begin hosting events for prospective families		
January 10-16	Develop marketing campaigns		
February	Parent communication		
March	Host events for prospective families (Book Fair)		
April	Host lottery and events for prospective families		

Engagement

Engagement is one of the key components to increase awareness and applications during the recruitment season.

Family Engagement

Task	Owner	Deadline
Identify parent leaders that would be interested in supporting with recruitment efforts		September
Send email communication to all families letting them know that you are accepting applications for the upcoming school year		October-November
Post signage around school that we are accepting applications for the upcoming school year		October
Post signage outside school (ex: banner) that VMA is accepting applications for the upcoming school year		October
Video Testimonial of parents that will speak highly of VMA at all events/social media etc.		Continuous
Post link on social media platforms announcing that VMA is accepting applications for the upcoming school year		October
Create open house events on Facebook page and invite all members to attend		January
Post info sessions and virtual school tour dates on website of new school		September
Task	**Owner**	**Deadline**
Send an automated message to families reminding them that you are accepting applications for the upcoming school year and encourage siblings to apply		February March
Homecoming Event		November
Email families the link to apply for the upcoming school year		October, November December, February March
Enlist your parent groups to support with recruiting efforts		1st PAC meeting September

Call families with known siblings and remind them to apply		March
Provide a gift/swag to sibling applicants letting them know how excited you are that they are joining your school		Open House during book fair (March)
Host a special event for sibling applicants (Ex: bring your sibling to school day)		March

Sample Student Recruitment Parent Leader Questionnaire:	
First and Last Name:	
Student Name:	
How long has your student attended our school?	
What do you enjoy most about our school?	
Would you be interested in canvassing within our local community?	
Would you be interested in recording a video about your experience at our school?	
Would you be interested in reposting our flyers/ messaging on your social media pages?	
Would you be interested in collaborating with new families that are interested in attending our school?	
Would you be interested to volunteer to support with new parent event setup?	

Communicate to **prospective** families the thing that makes VMA different

- Small class size
- Athletic program
- Outstanding faculty
- Social/Emotional curriculum
- Free before and after care

<u>Parent Advisory Council (PAC):</u>

- Identify parents that you think would enjoy talking about your school to new families
- Ask the parents the dates and times that they are available to answer questions from new families
- Email new families the dates and times of the parent panel
- Create an event on Eventbrite and Facebook to increase awareness of event

- Create zoom information to share with all participants

Alumni Outreach:

- Contact students that have attended and graduated from VMA and ask them to record a video talking about their experience
- Ask them for permission to post on social media platforms
- Offer a gift card as a thank you if your budget allows

Consider dedicating a day to alumni videos on social media as it provides consistency. This will draw students and families to social media platforms regularly.

- Homecoming event

Student Referral Incentive Ideas:

- Develop an incentive by class or grade
- Free HW pass / Pizza Party / Dance Party / Special Swag

Teachers/Staff Engagement (Paid Incentives 25/hr.)

Having staff members participate in the recruitment process is an effective way to increase awareness of VMA, increase staff participation and morale and lastly share the importance of why we are recruiting students.

(Participate in Saturday Success/Remake Learning Days)

Teacher Bios On Website

The purpose of the teacher bio is to introduce staff to prospective families, post on social media platforms, and include in emails to prospective families.

- ALL staff members
- Ask teachers for permission to post on social media platforms
- Provide teachers with the below criteria:
  - Name / Title / College and highest degree obtained
  - Years at school and # of years teaching
  - Why do you love VMA (I believe Lis has this in Video)

Marketing Emails

We should consider using Constant Contact to send email communication to prospective families. Constant Contact provides detailed reports outlining how often recipients are interacting and engaging with emails. Having this information is important, as it will aid in remarketing strategy.

Email Content Suggestions:

Audience	Message	Timeline
Current families	Announce that you are currently accepting applications for the upcoming school year. Encourage siblings to apply.	As soon as the application is available
Prospective families	Announce upcoming school events	2 weeks prior to the event

Prospective families	Monthly newsletter of what is happening at your school	Once a month

Social Media Engagement

Content is at the center of all digital marketing campaigns, and it is important that we are providing relevant, informative, and creative content to our audience.

1. Automate social media posts since we are not doing it regularly and often. Below is a list of platforms that can support:

- Buffer, Hootsuite, SocialPilot, Sendible, Tailwind, Sprout Social

Provide a call to action (Ex: Apply to **Visible Men Academy** today, Click the link in our bio to learn more)

Sample Social Media Posts:

- Post # 1 – Mission Driven
- Post # 2 – What makes **Visible Men Academy** different
- Post # 3 – Discuss your goal for students that attend your school
- Post # 4 – Teacher of the Week
- Post # 5 – Student of the Week
- Post # 6 – Parent of the Week
-

Hashtags:

#**VMA #VisibleMenAcademy** #enroll**VisibleMenAcademy** #stillacceptingapplications

Engagement #1 – Story Time

- Story time on particular days and times
- Ask teachers to sign up (Paid)
- Create a google form for teachers to select particular days they would like to read to families and students
- Encourage teachers to share on their personal social media platforms to increase the number of viewers
- Call and email families the dates and times Story Time will take place
- If school is out, dean and other school leaders to support **Story Time Form**

Sample:

Teacher Name:	
Date of Reading:	
Title of Book:	
Time Selection:	

Social Media Content Suggestions:

Content	Frequency
Announce that VMA is currently accepting applications for the upcoming school year. Encourage siblings to apply.	Up to 2 in the week in which your application is available.
Fun activities happening at your school	Once a week
Student of the week/month	Once a week/month
Teacher of the week/month	Once a week/month
Countdown to the lottery/release of seats	A month before / 2 weeks before 1 week before / 2-3 days before

Community Outreach / Community Partnerships

Developing partnerships within our community is essential as it provides an opportunity to market school, create brand awareness, and build relationships with members of our community. Please refer to work plan for a list of community partners.

Canvassing

- Select the area you would like to canvass
- Examples include surrounding schools(Meet with Daughtry Principal in September and January), bus routes (Van wrapped), after-school programs (bayside dream center), community centers, local shopping centers, etc.
- Sample Script:
- My name is [name] and we are here because we are going around the neighborhood and asking people (school-specific questions)
- We come from Visible Men Academy, a great school just a few blocks a way that many of your neighbors attend. We believe all children deserve an excellent education, and we are doing just that.

Best Practices For Canvassing

- Stay in groups or pairs
- Conduct canvassing during the day when it is light outside
- Ask for name, phone number, address
- Always find a way to leave literature about the school,
- In the event the person does not have children, still give them literature, and ask them to tell their friends/family about the school

Recruitment Task List Review:

- Establish Tour Time
- Design Recruitment Flyer
- Banner for office/hallway
- Create FAQ document
- Publicize Referral System
- Staff Meeting Kick Off

- Publicize Open House Dates
- Contact Community Partners
- Verify applicant information
- Send Open House Reminders
- Create Open House Show Flow
- Social Media/Online Presence
- Follow-up w/ individual applicants
- Set Up Application Station in Main Office
- Promote Recruitment Volunteer Opportunities
- Communicate Open House Calendar
- Create School Tour Route & Talking Points
- Encourage staff to share recruitment info -Social Media
- Communicate Application online & in person

B. Explain how the school will achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other local public schools in accordance with section 1002.33(7)(a)8., F.S.

Visible Men Academy was founded by a multi racial team that has a specific interest and expertise in minority students and families. Ten years later, that unique perspective continues to be advanced by the diverse academic and administrative teams. It is part of the DNA of VMA to turn to the multicultural tapestry of local community leaders and corporate and non-profit partners to lean on their experiences in community engagement with our unique demographic.

Our partnerships represent the cultural understanding VMA has with its student's neighborhoods and families. VMA draws its student population primarily from the neighborhoods surrounding the school with some students coming from Palmetto to the north and Sarasota (Newtown) to the south.

For the 2021-22 School Year, the racial/ethnic distribution of students at Visible Men Academy is as follows: 45% Latino/28% Black/20% White/7% Mixed Race

C. Describe the school's proposed enrollment policies and procedures, including an explanation of the enrollment timeline, criteria and/or any preferences for enrollment, and lottery process.

Student Enrollment

VMA schools will strive to achieve a student population reflective of the surrounding geographic area, and particularly of the neighborhoods in which the school is located. To this end, extensive outreach is conducted by the VMA Principal, parent ambassadors, and other staff and volunteers. This outreach takes place in a wide variety of community venues, from faith-based organizations to VPK/Pre-school programs to local libraries to local public and private community organizations.

Application and Admissions Policies And Procedures

No test or assessment shall be administered to students prior to acceptance and enrollment into the school.

An admissions policy will be implemented wherein the School will be open to students in Manatee and Sarasota Counties. Any eligible student, as described in Fla.Stat.§1002.33(10), who submits a timely application and whose parents accept the conditions of the Parental Involvement Contract shall be considered, unless the number of applications exceeds the capacity of the program, class, grade level, or building. If the number of applications falls short of the established capacity, supplemental registration periods may be held for the purpose of reaching student capacity.

The school is nonsectarian in its programs, admission policies, employment practices, and all operation, does not charge tuition, and does not discriminate against any pupil based on the characteristics such as actual or perceived disability, nationality, race or ethnicity, religion, sexual orientation, or association with an individual who has any of the aforementioned characteristics). The application process is comprised of the following: • Completion of a student enrollment application

Upon selection for admission, the registration process will include the following:

1. Proof of Immunization
2. Home Language Survey
3. Completion of Emergency Medical Information Form
4. Proof of minimum age requirements

VMA feels strongly that success for students requires a commitment from both students and parents to the mission and vision of VMA as set forth in the Charter. During the registration process, all parents or guardians shall be asked to sign a Commitment Letter indicating they understand VMA philosophy, program, and volunteer policy. Students will not be denied admission or dis-enrolled if their parents or guardians fail to sign the Commitment Letter.

Each VMA School shall admit all pupils who wish to attend the school subject only to capacity.

Applications will be accepted during a publicly advertised application period each year for enrollment in the following school year. Following the application period each year applications shall be counted to determine whether any grade level has received more applications than availability. In this event that this occurs, each VMA School will hold a public random drawing to determine enrollment for the impacted grade level, except for existing students (2nd year forward) who are guaranteed enrollment in the following school year.

Enrollment preferences for eligible students in the case of a public random drawing shall be allowed in the following order of preference:

1. Siblings of currently enrolled students
2. Children of the paid staff of VMA

Students qualifying for more than one preference group will be considered part of the highest preference in which they qualify. At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list in the order according to their draw in the public random drawing. This waitlist will allow students the option of enrollment in the case of an opening during the school year.

Timeline

Specific enrollment timelines will be established annually. Recruitment and engagement activities are year-round as evidenced by the Student Recruitment Plan described above

Waiting List, Withdraws, Re-enrollments, and Transfers

VMA schools will create an ordered waiting list with the remaining interested families after the lottery. Any families who express interest mid-year will also be added to the waiting list. Should any openings occur in the middle of the year, students on the waiting list will be admitted according to the order on the waiting list. Should any student withdraw and wish to re-enroll, they will be placed at the bottom of the waiting list.

Non-Discrimination Clause-welcome exceptional learners

The Visible Men Academy is an all-boy's school. The School will not discriminate based on race, religion, or national or ethnic origin, or exceptionality in the admission of students. Any eligible student who submits a timely application and whose parents accept the conditions of the Parent Contract shall be considered, unless the number of applications exceeds the capacity of the program, class, grade level, or building. The School will be open to any student residing in the county. The School will have an open admissions procedure, utilizing a "first come, first served" policy as required by statute, unless the number of applicants exceeds capacity. In such case, all applicants shall have an equal chance of being admitted through a random selection process conducted by the School's accounting firm in conformity with Florida's Charter School Legislation. All students in the lottery will be assigned a waiting list number should student seats become available or capacity increases.

Evaluation Criteria: Student Recruitment and Enrollment

- Reviewers will look for:
- A student recruitment plan that will enable the school to attract its targeted population.
- An enrollment and admissions process that is open, fair, and in accordance with applicable law.
- A plan and process that will likely result in the school meeting its enrollment

Section 15 – Parent and Community Involvement

A. Briefly explain the general plan to engage parents in the life of the school (in addition to any proposed governance roles described in previous sections of this application, if applicable) as well as plans for regular communication with parents about school matters. This *could* include building family-school partnerships to strengthen support for learning, volunteer opportunities, or activities the school will seek from, or offer to parents. This *must* include the governing board's appointment of a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes, s. 1002.33(7)(d)1., F.S.

Every student admitted entering VMA will be asked to sign the developmentally appropriate Student Contract that outlines the VMA student code of conduct and Expectations. The Contract as well as the Student Handbook will outline academic and behavioral expectations and rules. The consequences for non-compliance will be

reviewed in depth with each student. Students will be required to sign a VMA Student Contract to uphold its integrity

Student Contracts are Mandatory and will be upheld via the comprehensive discipline policy outlined in the student handbook.

VMA feels strongly that success for students requires a commitment from both students and parents to the mission and vision of VMA as set forth in the Charter. During the registration process, all parents or guardians shall be asked to sign a Commitment Letter indicating they understand VMA philosophy, program, and volunteer policy. Students will not be denied admission or dis-enrolled for failing to sign the Commitment Letter.

Parental Involvement:

Research shows that students with parents who are involved in their school tend to have fewer behavioral problems and better academic performance and are more likely to complete high school than students whose parents are not involved in their school.' Positive effects of parental involvement have been demonstrated at both the elementary and secondary levels across several studies, with the largest effects often occurring at the elementary level.

One of the founding Principles of VMA is the recognition and importance of partnering with parents, guardians, and family members to maximize the learning experience. We must tap into the incredible potential that is unlocked when parents become engaged in their child's education. When parents become involved students test scores improve, motivation to learn and engage increases as does attendance, and acts of aggression decrease. Family participation in education is twice as predictive of student academic performance than socio economic status (Wahlberg 1984).

VMA recognizes that most of its students may come from families who have limited formal education and are unfamiliar with the college preparatory culture and regimen. Many students from VMA will be the first in their family to attend college. As such, VMA has created the Parent Prep Program.

VMA is keenly aware of the unique challenges that exist with economically disadvantaged parents such as those of the students we will serve. Barriers such as transportation, lack of resources, English as a second language, work schedules, chronic health issues, low levels of education, childcare and cultural discomfort collaborating with teachers and authority figures often reduce parental involvement in the students schooling of at-risk boys.

VMA will utilize strategies to support and increase parent involvement in schools ranging from school based cultural events, heavy promotion and encouragement at back-to-school nights, accessible bilingual staff and information in culturally appropriate language, home visits and our unique Parent Prep Program.

Parent Prep Program

The Parent Prep Program is a volunteer-based initiative that pairs experienced parents of high achieving scholars in the local community with VMA parents to enhance their

understanding of the scholastic landscape. Volunteers work closely with parents to help them gain knowledge in child development, IEP's, optimal study habits, schools' expectations, school culture and conduct.

There are a variety of opportunities for parents to be actively involved in the VMA educational experience of their child including participating in the following:

- Home Visits
- Parent Summer Orientation to School and VMA Culture
- Parent Teacher Conferences
- Back to School Night
- Open Quarterly Town Hall Meetings for Parents & Community Partners
- Parent Portal Website-Online tool for parents to see student homework, report cards and communicate with VMA staff
- The creation of a Parent Advisory Council with a representative holding a position on the Board
- Classroom Parents
- Volunteer Opportunities
- End of the year Parent Surveys
- School Community Garden
- School Beautification Projects
- School Service Projects

VMA will constantly support our parents and families in their familiarity with our culture of educational excellence. Families will come to recognize unique VMA components of our culture such as the embrace of modern technology, the psychosocial developmental milestones for boys, character development and academic achievement.

B. Discuss any established community resources that will be available to students and parents, if applicable. Describe any partnerships the school will have with community organizations, businesses, or other educational institutions. Specify the nature, purposes, terms, and scope of services of any such partnerships including any fee-based or in-kind commitments from community organizations or individuals that will enrich student learning.

Community Involvement

VMA will embrace partnerships with local groups and organizations, especially those in the Community that surround the school and including those who might provide services to our students. We hope to involve multiple groups from the community in order to enrich our program. Targeted community engagement for each school will begin once a neighborhood is identified through a comprehensive needs assessment protocol that will then inform its Community Engagement Strategy.

C. Provide, as Attachment T, any existing evidence of demand for the school or support from intended community partners, if available (e.g., letters of intent/commitment, memoranda of understanding, or contracts).

We interpret “evidence of demand” and “intended community partners’ to signify representation of external support during the INITIAL charter application as opposed to this renewal. That said, VMA has a long and rich history of monetary, civic, and political support from community partners, donors, student families and friends.

Evaluation Criteria: Parent and Community Involvement

Reviewers will look for:

A general conception of how parents will be involved with the school that aligns with the school’s mission and provisions of the educational program. A detailed plan may be developed following approval

III. Business Plan

Section 16: Facilities

If the site is acquired:

A. Describe the proposed facility, including location, size, and layout of space.

The Visible Men Academy is housed at the Temple Beth Messiah (formerly Community Church of God). at 1003 63rd Ave E, Bradenton, FL. The school and temple co-locate in the same facility but have different addresses. VMA leases 6,000 sq. ft. of the temple for school operation from 7am-6pm, Mon-Fri and from 8am- 1pm on the first Saturday of each month and occasionally at additional times as negotiated between the leaseholder and lessee. In addition, VMA owns 4 portable classrooms and leases 2 additional portable classrooms on the ~~church~~ property. There is room for expansion of additional portables if needed.

Additionally, VMA owns an approximately 4-acre lot next to the temple.

VMA has initiated a construction/development plan and will break ground on Phase I of the new facility in the second quarter of 2023. The first phase will consist of the excavation and installation of infrastructure improvements (sewer, water, electricity, lighting, and a parking lot. In addition, some portable classrooms will be moved to the new location and plans are being finalized on the construction of an 'outdoor classroom' and athletic/extracurricular spaces.

The phased expansion to the adjacent VMA-owned property represents the need to establish a permanent presence in the Pride Park community. It will also serve to accommodate future growth of the school. A secondary but equally important benefit is that the expansion provides a necessary 'back-up' facility plan for Visible Men Academy in the event that there is a significant change in the current owner-tenant relationship.

B. Describe the actions that will be taken to ensure the facility is in compliance with applicable laws, regulations, and policies and is ready for the school's opening.

Visible Men Academy's physical facility annually meets applicable local with applicable laws, regulations, and policies as evidenced by regular inspections/reviews by the following:

- Manatee County Fire Department Code Inspections
- Manatee County Health Department inspections

C. Describe how the facility aligns with the proposed educational program and other requirements such as mandated class sizes.

The physical spaces of Visible Men Academy are ideally organized to align with the current educational program. The outbuildings are standalone classrooms designated for single-grade teaching, surrounded by a secure gated courtyard with shade trees, sports equipment & recreational space. The larger "main" building meets the communal needs of VMA students and houses a large common room that serves as a cafeteria and assembly area and several program specific classrooms of various sizes to accommodate group and individual instruction in art, reading,

technology & remedial lessons & tutoring. The main building also houses the administrative offices.

In 2002, citizens approved an amendment to the Florida Constitution that set limits on the number of students in core classes (math, English, science, etc.) in the state's public schools. Beginning with the 2010-2011 school year, the maximum number of students in each core class (is):

- 18 students in prekindergarten through grade 3.
- 22 students in grades 4 through 8.
- 25 students in grades 9 through 12.

VMA continually monitors its enrollment projections to comply with Florida's mandated class sizes.

Evaluation Criteria: Facilities

If a facility is acquired, reviewers will look for:

- *Evidence that the proposed facility complies with all applicable laws, regulations, and policies and can be ready for the school's opening OR a timeline to ensure the facility will be ready by school's opening.*
- *A facility that is appropriate and adequate for the school's program and targeted population.*
- *Evidence that the school has the resources to fund the facilities plan.*
- *A reasonable back-up plan should the proposed facility plan fall through.*

D. Document the anticipated costs for the facility, including renovation, rent, utilities, and maintenance. Identify, if applicable, any funding sources (other than state and local funding) that will be applied to facilities-related costs and include evidence of such (e.g., letter, MOU) as Attachment U. If renting an existing facility, provide draft lease agreement as Attachment V.

Actual and budgeted revenue and expenses are evidenced in Attachment U, "Evidence of facility funding sources, if applicable" In addition to state and local funding sources, VMA maintains a strategic development department to solicit additional philanthropic dollars to meet the needs of the school. In 2021-22, Development raised $1,479,611 to support academic programming and operational expenses.

E. Describe the back-up facilities plan. What is the alternate plan for facilities if the proposed facility is not available or is determined to be inappropriate for the school's opening?

N/A. Visible Men Academy is fully established and in its tenth year of successful operations with no anticipated changes to our current lessor/tenant arrangement.

Note: While VMA does not anticipate a scenario in which an alternate plan for facilities is imminent or necessary, it is appropriate to consider the facilities expansion referenced in Question A as an interim or "alternate plan for facilities" or "backup plan" once Phase 1 is completed, by the end of the 2022-23 academic year.

Evaluation Criteria: Facilities

If a facility is acquired, reviewers will look for:

- *Evidence that the proposed facility complies with all applicable laws, regulations, and policies and can be ready for the school's opening OR a timeline to ensure the facility will be in compliance and ready by school's opening.*

- *A facility that is appropriate and adequate for the school's program and targeted population.*
- *Evidence that the school has the necessary resources to fund the facilities plan.*
- *A reasonable back-up plan should the proposed facility plan fall through.*

If the site is not yet acquired:

F. Explain the school's facility needs, including desired location, size, and layout of space.

N/A. Visible Men Academy is fully established and in its tenth year of successful operations.

G. Provide an estimate of the costs of the anticipated facility needs and describe how such estimates have been derived. Identify, if applicable, any funding sources (other than state and local funding)that will be applied to facilities-related costs and include evidence of such (e.g., letter, MOU) as Attachment U.

N/A. Visible Men Academy is fully established and in its tenth year of successful operations.

H. Explain the strategy and schedule that will be employed to secure an adequate facility.

N/A. Visible Men Academy is fully established and in its tenth year of successful operations.

I. Describe the back-up facilities plan.

N/A. Visible Men Academy is fully established and in its tenth year of successful operations.

- *If a facility is not yet acquired, reviewers will look for:*
- *A realistic sense of facility needs.*
- *A plan and timeline for securing a facility that is appropriate and adequate for the school's program and targeted population.*
- *Reasonable projections of facility requirements.*
- *Evidence that the school has the necessary resources to fund the facilities plan.*
- *Adequate facilities budget based on demonstrated understanding of fair market costs.*

Section 17: Transportation Service

Describe the school's plan for transportation to ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the school, s. 1002.33(20)(c) F.S.

The School's plan for transportation, including any plans for contracting services, will be pursuant to Florida's Charter School Legislation and consistent with the requirements subpart **I.e.,** of Chapter 1006 and 1012.45, F.S. The School transportation plan will abide by applicable district, state, and federal rules and regulations. Accordingly, the Charter School will ensure that transportation is not a barrier to equal access within a reasonable distance of the School, as required by section 1002.33 (20)(c). Florida Statutes. The School's plan for providing reasonable and equitable transportation opportunities for all students is as follows:

VMA currently (2022-23) provide its own transportation by bus and one additional vehicle. VMA has hired two part-time fully licensed bus drivers. VMA has budgeted $30,000 for transportation services. In the event of a change in the current staffing profile, VMA will

immediately seek to fill the gap with another licensed driver or engage a service to meet the need.

While VMA will not deny transportation to any student who requests it we encourage parents to transport their children to and from school whenever possible. We believe that the time a parent can spend daily transporting the student (his or her child) to the school is a valuable opportunity for the parent and student to strengthen their bond and share information regarding the day's activities and events at the school.

Ensuring Equal Access

The school will ensure that transportation is not a barrier to equal access within a reasonable distance of the School, as provided in the Florida's Charter School Legislation. In the case transportation is needed and if the parent advises the School that there is a hardship, and he/she is unable to provide the transportation, the School will provide transportation within a defined reasonable distance. In such cases, the School shall be responsible for transporting all students in a non-discriminatory manner to and from the School who reside within a "reasonable distance" of the School -- or who otherwise are entitled to transportation by law. In these situations, the School may provide transportation by contracting with an independent private transportation provider approved by the Sponsor

Transportation for ESE Students: The School may contract with a Sponsor-approved private transportation carrier to provide specialized transportation for students with disabilities based on their particular student needs and that which may be specified in a student's IEP. In such case, the School will provide the Sponsor the name and information of the Sponsor-approved private transportation firm.

Private Providers: - Any private providers contracted by the School will be such providers who have been approved by the Sponsor as per the Sponsor's approved provider list. The School will comply with all applicable requirements of Fla Stat. 1012.45 and review these rules and statutes at least annually for any changes thereto 111 ensuring compliance with statutes and rules pertaining to the safety of transported students. The School will provide the Sponsor with the names and contact information of any and all contracted private providers in ensuring monitoring of compliance for the safe transporting of students. The VMA principal will interview and negotiate with all potential private providers.

Evaluation Criteria: Transportation

Reviewers will look for an outline of a reasonable transportation plan that serves all eligible students and will not be a barrier to access for students residing within a reasonable distance of the school.

Section 18: Food Service

Describe the school's plan for food services, including any plans for contracting services or plans to participate in the National School Lunch Program. Explain how the school's food service plan will ensure healthy, well-rounded meals for students.

A. VMA has entered into a contract with THE SCHOOL BOARD OF MANATEE COUNTY to provide VMA with breakfast, lunch, and a snack, Monday through Friday on days when the DISTRICT schools are in session. All meals are planned and prepared according to and meet the relevant Child Nutrition Program regulations.

There may be additional opportunities for VMA to supplement nutritional offerings by the Food & Nutrition Services of Manatee County. The potential partners will depend upon the facility space, manpower, and how any supplemental nutritional options fit into the current nutrition delivery model.

Evaluation Criteria: Food Service

- *Reviewers will look for:*
- *A food service plan that will serve all students and makes particular provisions for those students who may qualify for free or reduced-price lunch.*
- *A food service plan that places an emphasis on quality, healthy foods.*

Section 19: School Safety and Security

Outline the plan for school safety and security for students, staff, the facility, and property, especially as it relates to the applicable provisions in the Marjory Stoneman Douglas High School Public Safety Act. Specifically:

A. Describe what steps the school would take to assure there is a safe-school officer present while school is in session, pursuant to section 1006.12, F.S.

Visible Men Academy has contracted with Dynamic Integrated Security, Inc. to provide a certified Safe School Officer on campus during regular school hours.

As a supplement to having a Safe School Officer on campus, VMA has contracted with CENTEGIX as an additional school safety asset with the CrisisAlert™ badge-based panic alarm system. Each staff member is provided with a button-activated alarm badge that immediately notifies authorities and activate a campus lockdown in a potentially dangerous situation.

B. Explain how the school will adopt an active assailant response plan and provide annual training on the plan, as required by section 1006.07(6), F.S.

An active assailant is an individual actively engaged in harming or attempting to harm people in a confined and populated area by any means including but not limited to firearms, bladed weapons, vehicles, or any tool that in the circumstance in which it is used constitutes deadly physical force. Most active shooter situations are unpredictable and evolve quickly.

VMA relies on the training and expertise of the Safe School Officer in conjunction with local law enforcement to assess and mitigate the danger to students and staff during a hazardous situation.

In addition to the officer's expertise and in conjunction with local law enforcement, VMA conducts scheduled monthly 'Active Assailant' drills, i.e., "lockdowns" for students and staff.

Immediately prior to the start of a new academic year, all staff participate in an annual, mandatory crisis mitigation training as part of the staff orientation,

C. Explain how the school will establish a threat assessment team as required by section 1006.07(7), F.S.

VMA Threat Assessment Team
Pursuant to School District of Manatee County policy item #po8405 'SCHOOL SAFETY AND SECURITY', the purpose of the threat assessment team is to establish a process focusing on behaviors that pose a threat to school safety while serving as a preventative measure to identify needs and provide support to students. This process is also known as a care assessment. Threat assessment teams are responsible for the coordination of resources and assessment and intervention with individuals whose behavior may pose a threat to the safety of school staff or students consistent with the model policies and procedures developed by the Office of Safe Schools which addresses early identification, evaluation, early intervention, and student support.

Each school-based threat assessment team must meet as often as needed to fulfill its duties of assessing and intervening with persons whose behavior may pose a threat to school staff or students, but no less than monthly. Threat assessment teams shall maintain documentation of their meetings, including meeting dates and times, team members in attendance, cases discussed, and actions taken.

Location and Membership

Threat assessment teams are located at each school in the District and composed of individuals with expertise in counseling, instruction, school administration, and law enforcement.

- The VMA counseling team member is a school-based mental health services provider who is able to access student mental health records.
- The Principal serves as the VMA administration team member
- The Dean of students serves as the VMA instruction team member
- The VMA law enforcement team member is a former sworn law enforcement officer and certified Safe-School Officer.

D. Explain how the school will accurately and timely report incidents related to school safety & discipline as required by section 1006.07(9), F.S.

VMA adheres to the established policies adopted by the Manatee County School District board to ensure the accurate and timely reporting of incidents related to school safety and discipline.

Evaluation Criteria: School Safety and Security

Reviewers will look for:

- *A plan that reasonably ensures the safety of students and staff and the protection of the school facility and property. Note that a fully developed plan will be completed after approval of the application.*
- *A description of how the school plans to comply with the requirement that at least one safe-school officer is present while school is in session.*
- *Procedures that clearly demonstrate a plan to respond to active assailant incidents.*
- *A description of how the school plans to train school staff to respond to active assailant incidents.*
- *A description of how the school will establish a team to assess and intervene with individuals whose behavior may pose a threat to the safety of school staff or students.*

Section 20: Budget

A. Provide as Attachment X, an operating budget covering each year of the requested charter term that contains revenue projections (using the Florida charter school revenue estimate worksheet as Attachment W for at least the first year of operation), expenses, and anticipated fund balances. The budget should be based on the projected student enrollment indicated in Section 2 of the application. A template for the operating budget may be available from the sponsor upon request.

Evidenced in the Chart of Attachment, as Attachment X, is a copy of the Governing Board approved budget for FY 2022-23 that has been submitted to the Manatee County school district.

B. Provide a start-up budget as Attachment Y that contains a balance sheet, revenue projections, including source of revenues, expenses, and anticipated fund balance. The start-up budget must cover any period prior to the beginning of FTE payments in which the school will expend funds on activities necessary for the successful start-up of the school.

C. If the budget is contingent upon sources of funding beyond those typically provided by local, state, and federal governments (such as funding from foundations, donors, grants), provide evidence of such funding (e.g., MOU, letters) as Attachment Z.

D. Provide a detailed narrative description of the line-item revenue and expenditure assumptions on which the operating and start-up budget are based. The budget narrative should provide sufficient information to fully understand how budgetary figures were determined.

Generally, the VMA finance committee of the Executive Board, in conjunction with the administrative leadership and our accounting team, determine revenue expectations based on several factors: year-to-date and prior year(s) histories, proposed student enrollment, and the historical record of philanthropic revenue and known but not realized pledges of support (gifts and grants).

Expenses are proposed based similarly on the historical record of the actual prior year expenses plus any expected but not usual expenses, labor costs including intended increases

in salaries and benefits, facilities costs, insurance, and other expenses that may be expected but are not part of the recent expense history.

Multiple budget scenarios are created based on variations in enrollment and fundraising expectations but only one version is presented to the board as the official budget for the period in question.

E. Discuss the school's contingency approach and plan to meet financial needs if anticipated revenues are not received or are lower than estimated. This may include budgets for 75% and 50% of revenue projections or a budget for whatever percentage the applicant considers the minimum percentage at which they could operate the educational plan presented.

Should enrollment fall below expectations, VMA will account for the variance between the budget and actual by adjusting costs across multiple disciplines. Some of the steps we will take are:

- "Borrow" from the school's reserved accounts to meet the immediate shortfall
- Examine expenses with an eye toward reducing spending on non-essential items and services
- Examine opportunities to reduce the hours of non-exempt employees, saving on labor expenses
- Review making across-the-board reductions in employee pay
- Reducing staff FTEs

F. Explain in detail the year one cash flow contingency plan, in the event that revenue projections are not met (or not met on time).

(Assuming "year one" refers to the first year of the renewed charger period) VMA has some cash reserves that can be accessed to meet shortfalls in funding and there are restricted funds that may be borrowed against to close any gap. The Executive Board's finance committee monitors the financial health of the organization continuously, so revenue and expenditures are generally known as well as anticipating funding gaps and inconsistencies in cash flow.

G. Provide monthly cash flow projections for the school's start-up period (i.e., from the date on which the application is approved to the beginning of the first fiscal year of operation) through the first year of operation.

Not applicable to this renewal application

Evaluation Criteria: Budget

Reviewers will look for:

- *Budgetary projections that are consistent with and support all key aspects of the application, including the school's mission, educational program, staffing plan, and facility.*
- *A realistic assessment of projected sources of revenue and expenses that ensure the financial viability of the school.*
- *A sound plan to adjust the budget should revenues not materialize as planned*

Section 21: Financial Management and Oversight

A. Describe who will manage the school's finances and how the school will ensure strong internal controls over financial management and compliance with all financial reporting requirements.

The Governing Board has ultimate responsibility for the school's finances.

The Board will review and approve a preliminary annual budget prior to the beginning of each fiscal year Detailed financial statements will be prepared on a monthly basis for analysis by the CEO, Principal and Board Finance Committee. Policies and reporting procedures established by the District and State will be followed.

Day to day management of receipts, disbursements, and fixed assets will be the joint responsibility of the CEO and Principal. The Governing Board will establish strict internal controls around check signers, expenditure limits, and segregation of duties that ensure an appropriate level of checks and balances exist within the organization to ensure appropriate administrative oversight of the schools' financial resources. The school will also maintain ~~a number of~~ other internal financial controls and bookkeeping practices. Internal controls will be reviewed and evaluated annually by an independent auditor in accordance with generally accepted audit standards.

The board will contract annually for a financial audit conducted by an independent certified public accounting firm in accordance with generally accepted government auditing standards, as defined by the Government Auditing Standards issued by the Comptroller General of the United States. In addition, the annual independent audit will comply with Section 218.39, Florida Statutes, the Rules of the Auditor General, Chapter 10.850, "Audits of Charter Schools and Similar Entities".

The school will maintain all funds in an FDIC insured account and the Board will adopt an investment policy that ensures the safety of all principal assets of the school.

B. Explain the mechanisms the governing board will use to monitor the school's financial health and compliance. (see response below "G")

C. Describe the school's plans and procedures for conducting an annual audit of the financial operations of the school. (see response below "G")

D. Describe the method by which accounting records will be maintained. (see response below "G")

E. Describe how the school will ensure financial transparency to the authorizer and the public, including its plans for public adoption of its budget and public dissemination of its annual audit and financial report. (see response below "G")

F. Describe any key back-office services to be outsourced via contract, such as business services, payroll, and auditing services. Include the anticipated costs of such services and criteria for selecting such services. (see response below "G")

G. Describe how the school will store financial records.

The Executive Board has selected the accounting firm of Kerkering , Barberio & Co., Certified Public Accountants, Sarasota, Florida to ensure the accuracy and timeliness of financial reporting and record keeping as may be required by the Charter and State Law. In addition, the Finance Committee of the Executive Board will regularly review and advise on the fiscal status of VMA. Issues that may arise are promptly noted, discussed and resolutions are formulated to maintain the fiscal health, budget framework and reporting compliance requirements.

Annual - The CEO and Principal, with the assistance of its accounting firm will prepare annual budgets and monthly cash flow forecasts for presentation to the Board for review and approval prior to the start of each fiscal year.

Quarterly - The Board will review the budget, expenditures, and projections and make revisions, as necessary. The CEO and Principal will manage the day to-day operations and site-based finances including expenditures and receivables with the support of the outside accounting firm. The CEO will report at least quarterly to the Governing Board on the progress of the budget through formal financial statements comparing actual and projected expenditures to the approved budget and make recommendations and seek approval for any budget revisions. The Governing Board will oversee and evaluate the CEO and remain responsible for all financial matters.

Monthly - The Accounting firm will prepare financial statements to include a balance sheet, income statement (comparison of budget to actuals), and cash flow statement for review by the CEO and Principal. The CEO will review the statements and work with the Principal and accounting firm to make any necessary adjustments to maintain levels matching the board approved budget. The Governing Board may also identify a Finance Committee that participates in the monthly review of financials.

Audit Reporting - The Board, upon review and approval, will submit regular financial statements to the Sponsor, which will include a statement of revenues and expenditures and changes in fund balances in accordance with Generally Accepted Accounting Principles. These will be provided on the dates required by the School Board in the charter school contractual agreement between the School and the Sponsor.

Audited Financials - As required by Florida Statute Section 218 39(1)(e) and (t), the board will hire an independent auditing firm to review the organizations' operations and submit a set of completed fiscal year audited financials to the Board. The hiring of an external auditor is critical to ensuring the appropriate level of oversight exists for the board. The annual independent audit will comply with Section 218.39, Florida Statutes, the Rules of the Auditor General, Chapter 10 850, "Audits of Charter Schools and Similar Entities" The board will review and accept the Audit finding then submit the audited financials to the Auditor General, State of Florida within

45 days after the delivery of the audit report to the School's Governing Board but no later than 12 months after the end of the fiscal year

The accounting firm, contracted by the Executive Board, will assist the school with the start-up requirements for setting up appropriate accounting structures and standards as set in "Financial and Program Cost Accounting and Reporting for Florida Schools" (or Red Book). All funds received by VMA will be allocated to the proper revenue accounts as it is required by the Financial and Program Cost Accounting and Reporting for Florida Schools (Red Book). All expenditure accounts will be located within the General Fund, except federal and state grants that will be accounted for within a Special Revenue Fund as required by Red Book The strict accounting and budgeting structure required by Red Book will help VMA to monitor proper fiscal management Controls

The Executive Board is responsible for establishing and maintaining a system of internal controls in order to provide reasonable assurance that the school's assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with the school's authorization and recorded properly in the financial records. The Board will establish controls in accordance with all applicable federal, state, and local laws and in line with accepted industry standards and best practices regarding:

- Revenues, accounts receivable, and cash receipts
- Expenditures, accounts payable, and cash disbursements
- Budgeting and financial reporting
- Risk management
- School inventory, capital assets & asset tagging
- Student records
- Employment records

Standard procedures utilized to ensure sound internal accounting and a system of checks and balances include:

General Accounting - utilization of accepted state codification of accounts pursuant to the Financial and Program Cost Accounting and Reporting for Florida Schools in all transactions pertaining to its operations.

Internal accounting procedures for the school pertaining to receivables and disbursements are as follows:

For receivables, all cash payments will be logged, coded by source, and deposited daily. Daily deposits will be reconciled to cash receipts logs.

Disbursements will be made only to approved vendors and must be appropriately authorized. Disbursement voucher packages are prepared at the school site and authorized by the School Principal. Disbursement vouchers are submitted with appropriate supporting documentation to substantiate the nature, account classification, business purpose and amount. Disbursement vouchers are reviewed and approved by the Principal and the outside accounting firm. All checks

over a pre-approved threshold, as established by the Board, will require dual signatures. Certain checks & checks over a certain amount will require board chair signature and/or approval. Authorized signatures on checks are limited to the Chair of the Executive Board, CEO, the School Principal, or designee, as approved by the Executive Board.

Bank statements will be reconciled on a monthly basis. The school will provide regular financial statements to the Sponsor including a statement of revenues and expenditures and changes in fund balances, prepared in accordance with generally accepted, accounting principles. These will be provided on the dates required by the School Board in the charter school contractual agreement between the School and the Sponsor.

Wire Transfers - copies of all wire transfers (e.g., FTE funds, grants, charter school capital outlay) into the school's banking account(s) along with supporting documentation are maintained and recorded in the general ledger by journal entry.

Internal Revenue Collection - any funds collected at the school (i.e., lunch monies, fundraisers, field trips) may be initially collected by the school staff These funds along with supporting documents are submitted to the selected accounting firm whose responsibility is to record and prepare the deposit. All deposits will be prepared in duplicate; the original goes to the financial institution and the copy remains intact in the deposit book. A copy of the financial institution validated receipt along with supporting documentation will be maintained

Capital Expenditures - purchase orders are required for all capital expenditures and are pre-approved by the Executive Board Chair, CEO, or Designee. Limits are set by the Executive Board and may change, as necessary. These purchase orders are prepared in duplicate with one going to the vendor and the other remaining at the school on file in the Accounting Office. Any purchase order totaling more than the limit as set by the Executive Board requires Board action

Operational Checking Accounts - all expenses related to the operations of the school are paid from the operating account. All operating expenditures are subject to the same approval processes as indicated for capital expenditures. All accounts are reconciled on a monthly basis and presented to the Executive Board for review.

Authorized Check Signers - authorized signers on school accounts are limited to certain specified individuals as approved by the Executive Board.

Data Security - financial data will be maintained on a secured system/network. Only the School CEO, Principal, and authorized representatives of the Executive Board have access to the data

Appropriate file backups and physical records will be maintained in a secure environment.

H. Describe the insurance coverage the school will obtain, including applicable health, workers compensation, general liability, property insurance, and directors' and officers' liability coverage.

VMA has sufficient insurance coverages in place for the following areas: Property, Inland Marine, General Liability, Law Enforcement Liability, Abuse or Molestation Liability, Employee Benefits Liability, Crisis Mgmt. & Public Relations, Counseling Professional Liability Coverage, Educators Legal Liability for Monetary Damages, Crime, Business Auto, Workers Compensation, Umbrella, General

Evaluation Criteria: Financial Management and Oversight

Reviewers will look for:

- *A clear description of how the school's finances will be managed, including who (or what contracted entity) will manage the finances. Such plan should contain strong internal controls to ensure appropriate fiscal management and ability to comply with all financial reporting requirements.*
- *A plan for the governing board to regularly exercise oversight over and be accountable for all financial operations of the school.*
- *Provisions for an annual financial audit.*
- *Appropriate public transparency of school financial health.*
- *Appropriate plan to securely store financial records*
- *A plan to obtain appropriate and reasonable insurance coverage.*

Section 22: Start-Up Plan

N/A. Visible Men Academy is fully established and in its tenth year of successful operations.

A. Present a projected timetable for the school's start-up, including but not limited to the following key activities:

i. Applying for and securing appropriate legal status (e. g. status as a state corporation, federal non-profit)
ii. Identifying and securing facility
iii. Recruiting and hiring staff (leaders, teachers, and other staff)
iv. Staff training
v. Finalizing curriculum and other instructional materials
vi. Governing board training
vii. Policy adoption by Board (if necessary)
viii. Recruiting students
ix. Enrollment lottery, if necessary
x. Establishing financial procedures
xi. Securing contracted services
xii. Fundraising, if applicable
xiii. Finalizing transportation and food service plans
xiv. Procuring furniture, fixtures, and equipment
xv. Procuring instructional materials

The activities included should align with the start-up budget described earlier in the application. If an activity will be paid for by a source of funding not included in the start-up budget, it should be clearly indicated. (This timetable is a projection and is not meant to be binding on the school or sponsor. A formal timeline may be negotiated in the charter agreement)

Evaluation Criteria: Start-Up Plan

Reviewers will look for a thoughtful and realistic implementation plan that covers major operational items and provides flexibility for addressing unanticipated events.

Visible Men Academy
Charter School Renewal Summary Table

January 2023

Area Reviewed	Compliance Indicators	Summary Notes and Recommendations
Curriculum and Instruction	14/14	There was intentional use of academic vocabulary in K, 1, 2, and 4th. (observed in both reading and math); Focus on language in K and 1 with high expectations that students are engaging in speaking and listening; All students had texts in their hand during reading instruction; Evidence of student writing (various genres) across classrooms; Students were engaged, evidence of turn and talk, students "doing the work"; Time in schedule for whole group, small group, and individualized instruction was evident; Anchor charts posted in most classrooms to support instruction; Use of calendars to support math skills and concepts; 3rd grade classroom had math anchor charts aligned to best practices and standards; Positive interactions/relationships were evident throughout the school.
Assessment	10/10	All indicators were observed: Reviews FAST PM, Read180, STAR PM data for grouping; Data available on school website for review; Monthly RTI data communicated to parents; District Assessment Schedule; FL Consortium Evaluation Instrument.
Finance & Operations	19/27	Visible Men Academy board meetings from June 2022 and October 2022 have some concerning statements regarding the welfare of the charter: The approved budget has no reserve; From cash standpoint we have a month a half remaining. Survey 2 numbers compared to enrollment estimates, the student count dropped from 100 to 63, decreasing the number of students with ESE services therefore decreasing their funding from $82,454.57 to $24,845.81. No capital projects funds. Caution needed due to school rating and decrease in funding as a result.
Safety & Security	23/25	Family reunification plan is still in progress. Recommended that the school's active assailant plan be distributed to all employees annually.
ESE	9/9	Extremely organized and utilized some of the District materials.
ESOL	7/7	
Facilities	12/13	
Food Service	11/11	Food Service program is in compliance.
Governance	9/14	No signed documents were submitted and could not be produced upon request. VMA was unprepared for site visit.
Human Resources	10/12	It is recommended that the school uses the employment verification/reference check form provided to them by the district.
Insurance	5/9	Only COI provided, no policies.
School Parent Communication	5/6	Ensure parents receive the information sent home with the students.
Student Support Services	15/20	Proposed mental health plan was presented, but formal state plan was not on file; the registrar completes the Summary of Mental Health services at the time of student transfer. Threat assessment team is in place, but there are no formal procedures provided.
Technology & Information Services	8/10	2021-2022 Accountability forms are missing; Corrections still need to be made.
Title 1	6/8	The SIP includes specific action steps that appear to be occurring from documentation provided.
Transportation	16/27	SDMC Transportation has offered options to VMA to bring them into compliance. Despite efforts, VMA has not met standards for transportation that have been presented many times over.

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Visible Men Academy

Reviewer: Nichols, Marasco, Buet, Smucker

Date of Visit: 12-12-22

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

CURRICULUM and INSTRUCTION			
Indicators	**Y**	**N**	**N/A**
Curriculum			
a. Evidence of a detailed curriculum plan that illustrates how students will be provided high quality instruction to attain the Sunshine State Standards (Provide a copy of plan.)	X		
b. Evidence that curriculum is aligned to B.E.S.T. standards. *standards aligned to Common Core/FL Standards (not B.E.S.T.)	X		
c. Evidence of learning goals and objectives including how goals will be evaluated to indicate academic improvement.	X		
d. Evidence of a research-based reading curriculum including differentiated strategies for students reading at, above, and below grade level.	X		
e. Evidence of an Intervention Plan for Tier 2/3 students as required by the state.	X		
f. Evidence that reading endorsement is required for instructional staff providing Tier 3 instruction.	X		
g. Evidence that there is a plan to evaluate the effectiveness of the curriculum program.	X		
Instruction			
a. Evidence that a highly qualified instructional staff is employed. (Copy of certificates)	X		
b. Evidence that the instructional staff receives training that will support the distinctive curriculum used at the charter school.	X		
c. Evidence that reading is the focus of the curriculum and that resources are provided to support the curriculum, including staff development.	X		

CURRICULUM and INSTRUCTION			
Indicators	**Y**	**N**	**N/A**
d. Evidence of an English Language Arts block structured to meet the needs of all learners.	X		
e. Evidence of additional instructional time for struggling readers as required by DOE.	X		
f. Documentation that all instructional activities are aligned to the Sunshine State Standards and are supportive of the distinctive curriculum.	X		
g. Classroom environment is reflective of the school's commitment to reading, such as classroom libraries.	X		

Additional Notes, Comments

- There was intentional use of academic vocabulary in K, 1, 2, and 4th. (observed in both reading and math)
- Focus on language in K and 1 with high expectations that students are engaging in speaking and listening.
- All students had texts in their hand during reading instruction.
- Evidence of student writing (various genres) across classrooms.
- Students were engaged, evidence of turn and talk, students "doing the work".
- Time in schedule for whole group, small group, and individualized instruction was evident.
- Anchor charts posted in most classrooms to support instruction.
- Use of calendars to support math skills and concepts.
- 3rd grade classroom had math anchor charts aligned to best practices and standards.
- Positive interactions/relationships were evident throughout the school.

Recommendations

- Application may need some revisions- curriculum resources being utilized was not clear and consistent between application, SIP, and other documents in binders. From classroom visits, curriculum consists of Witt and Wisdom K-5, Fundations to supplement foundational skill instruction in K-3, Eureka Math K-5, Systems 44 K-3 (intervention), Read 180 4-5 (intervention), and Write Reflections K-5.
- Invest in a core resource for science at minimum for 3-5 as soon as possible.
- Consistent use of standards- some rooms had common core language and coding displayed and some had B.E.S.T. language and coding displayed.
- Incorporate manipulative use for math as another avenue for students to develop conceptual understanding.
- Question- is there ongoing PD for staff around curriculum resources, standards, instructional best practices? We saw the PD that staff received the first week of school.

14 indicators out of 14 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Visible Men Academy

Reviewer: Evan McCarthy

Date of Visit: 12/13/22

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

ASSESSMENT			
Indicators	**Y**	**N**	**N/A**
a. Description of method used to identify the educational strengths and needs of students	X		
b. Evidence of an accountability plan including a method for reporting the results to the charter school community. (Evaluation of educational program)	X		
c. Evidence of progress monitoring plan. (Copy of plan)	X		
d. Implementation of the district Student Progression Plan:	X		
1. Students participate in all age-appropriate district and state assessments. (Copy of School's testing calendar)	X		
2. Results are communicated to parents.	X		
3. Procedures are in place to report quarterly grades and mid-term progress to parents/guardians and students.	X		
4. Students performing below grade level in reading, writing, mathematics, or science are identified and provided remedial instruction.	X		
5. Procedures are in place for graduation, promotion, remediation, retention including a process for communicating to parents/guardians and students.	X		
6. Procedures are in place for conducting annual teacher evaluations, including observation of instruction, student	X		

growth ratings based on assessment data, and processes are in place for working with lower performing teachers.			
Assessment (continued)			
Additional Notes, Comments All indicators were observed. • Reviews FAST PM, Read180, STAR PM data for grouping • Data available on school website for review • Monthly RTI data communicated to parents • District Assessment Schedule • FL Consortium Evaluation Instrument			
Recommendations			

10 indicators out of 10 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Visible Men Academy

Reviewer: Kathee Troiani

Date of Visit: 12-12-22

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status

FINANCE AND OPERATIONS			
Indicators	**Y**	**N**	**N/A**
1. Budget Preparation			
a. Identify the person who is the financial contact for the day-to-day information.	X		
b. Evidence of an established budget planning process. Provide a copy of procedures or provide a narrative of the budget process.	X		
c. Evidence that estimates are reasonably accurate. Did not provide evidence- statement of how	X		
d. Evidence that budget has been approved by Governing Board and amended as required to safeguard finances. Copy of minutes.	X		
e. Evidence that state accounting code structures or a compatible cross-walk accounting structure is used. (Copy of chart of accounts).	X		
2. Financial Accounting			
a. Evidence of fiscal accounting system for various funds – General, Special Revenue, Capital Outlay.	X		
b. Evidence that expenditures do not exceed available resources in each fund. See notes below		X	
c. Evidence of financial accounting policies and procedures. (Copy of and access to procedures manual.) Uses accounting firm to produce financials.	X		
d. Evidence that monthly financial statements filed timely with the District. Reviewed Charters.Link for submission of monthly statements- all submitted timely for 2022-2023	X		
e. Evidence that annual audit consistent with all current GASB pronouncements and submitted by the required date.	X		

FINANCE AND OPERATIONS			
Indicators	**Y**	**N**	**N/A**
f. Evidence that the independent auditor conducted an exit interview with the chair of the governing board and principal within seven (7) business days to report any findings if the audit reveals a deficit financial position. A final annual financial audit report shall be provided to the entire Governing Board, the District, and DOE, within 14 business days after the exit interview with the independent auditor.	X		
g. Evidence that the annual progress report includes documentation of charter school's financial status. No evidence provided but able to review information submitted in Charters.Link to support finances.	X		
h. Evidence that capital projects allocation expended in accordance with approved plan. (loss of capital funding due to F grade)	X		
i. Established system of accounting for fixed assets by funding source in accordance with Rules of the Auditor General 10.400 (Provide a copy of procedures or provide a narrative of the fixed asset accounting process.) (No funding sources listed on fixed asset report)	X		
j. Evidence of a property records inventory (Copy of report). 34 CFR 74.34(f) by funding source. (no funding sources listed on report)		X	
k. Cost report data submitted to District by required date; due to the state on Sept. 11.	X		
l. Evidence of how records are stored and maintained.	X		
m. Evidence of internal controls.	X		
3. Grants Accounting (If applicable)			
a. Established grant accounting procedures. (Copy of or access to procedures manual) 34 CFR 74.21(b)(6), 34 CFR 76.530, 34 CFR 76.702, and OMB Circular A-110	X		
b. Grant application presented to District in a timely manner for appropriate signatures.	X		
c. Evidence that grant files are adequately maintained. (Access to grant files) i. Grant proposal ii. Correspondence to and from Finance iii. Expenditure records iv. Budget amendments v. Inventory list of equipment vi. Personnel logs 34 CFR 74.21(b)(6), 34 CFR 76.730, and OMB Circular A-110		X	
d. Evidence that grant files maintained three (3) years after the grant period ends. 34 CFR 74.53(b)		X	

FINANCE AND OPERATIONS			
Indicators	**Y**	**N**	**N/A**
e. Monthly FA399 reports submitted timely with appropriate documentation. 34 CFR 76.700, 34 CFR 76.722		X	
f. Submit a final FA399 within 30 days after the grant period ends.	X		
4. Financial Viability			
a. Maintained adequate cash flow to meet salary and benefit requirements.		X	
b. Met financial obligations to District and other vendors.		X	
c. Maintain an adequate fund balance.		X	

Additional Notes, Comments

2b) Visible Men Academy board meetings from June 2022 and October 2022 have some concerning statements regarding the welfare of the charter.

June 2022 **Louis Parker – CEO** The approved budget has no reserve. To be self-sustaining we need 240 students. Currently we have the firmest foundation, thanks to Janjay. With 85 students=$18,000; 110 = $163k; 120 = $235k. Goals are lofty; always seem to be chasing it.

Roberto- Will there be an enrollment Development plan presented to the board? At some point, the number of students enrolled in the program, or lack thereof, will be the determining factor in the survival of the program.

October 2022 board meeting – **Louis Parker CEO** stated regarding the financial update – From cash standpoint we have a month a half remaining.

In reviewing the Survey 2 numbers compared to enrollment estimates, the student count dropped from 100 to 63. Also decreasing the number of students with ESE services therefore decreasing their funding from $82,454.57 to $24,845.81.

2h) No capital projects funds due to F rating on school.

2m) No documentation provided.

3a, b & c) Grant funding is provided to VMA, however VMA did not provide documentation of how it is handled. The additional documentation provided showed information about Grants, so documentation does not match written documentation.

3d) No evidence provided.

3e) Nothing provided – note on submission stated need statement re: grant accounting

4a,b &c) see notes in 2b for comments or did not provide documentation stated in renewal.

Recommendations

Caution needed due to school rating and decrease in funding as a result.

19 indicators out of 27 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Visible Men Academy

Reviewer: Pat Bartholomew & Sally Porter

Date of Visit: December 14, 2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

School Safety and Security Indicators	Y	N	N/A
1. Alyssa's Alert			
a. Evidence of compliance with Alyssa's Alert Testing collaboratively between the local school district, public safety agencies, and local public safety answering point- PSAP.	X		
b. Evidence that System testing was scheduled across all devices after system updates and conducted within Quarter 1.	X		
c. Evidence of a mobile panic alert system with an FDOE approved vendor, with signed contract.	X		
2. Active Assailant			
d. Evidence that the school has adopted a nationally recognized Active Assailant Response Plan and all personnel are trained annually.	X		
e. Evidence that the Florida Safe School Assessment Tool (FSSAT) has been completed.	X		
f. A copy of the Proposed Emergency Drills Schedule for the current school year.	X		
g. Evidence that two fire drills were completed within the first 30 days.	X		
h. Evidence that the school implements and promotes the use of **Fortify Florida** as evidenced by application on all mobile devices, bookmarked on all computer devices used by students; advertised on the school website; posted on the campus; included in newsletter and school publications.	X		

School Safety and Security Indicators	Y	N	N/A
i. Evidence the school conducts monthly Active Assailant Drills and proof that a Law Enforcement Officer is physically present and directly involved.	X		
j. Evidence of Monthly Threat Assessment Team Meetings including an administrator; mental health counselor; educator; and Sheriff's officer, Police Office or SRO are present in the meetings.	X		
k. Evidence the TAT team completed training through the Office of Safe Schools Staff and sent an employee through the train the trainer program.	X		
l. Evidence the Safe School Officer is present, at a minimum, during the school day when the school facility is open for instruction. A copy of the monthly attendance reporting is completed.	X		
3. Mental Health & Safe Schools			
m. Evidence the school has a Mental Health Plan on file.	X		
n. Evidence the faculty/staff received Mental Health Initial and Refresher training.	X		
o. Evidence that 80% of school-based personnel received MH awareness and assistance training or have a plan to train by end of school year.	X		
p. A copy of the Safe Schools Expenditures Worksheet detailing how Safe Schools funds were expended for the prior school year.	X		
q. A copy of the Safe Schools Policy and Safe Schools Funds form and provide the Charter School Website URL's and contact names on the form.	X		
r. Evidence that all student identification cards issued by the school to students in grades 6-12 must include the telephone numbers for national or statewide crisis and suicide hotlines and text lines.			X
s. Evidence that the principal has all school persons responsible for SESIR information participate in the required training.	X		
t. Evidence that SESIR data is accurately and timely reported.	X		
u. Evidence that the school adopted a family reunification plan.		X	
v. Evidence that every classroom door is closed and locked with the ability to conceal occupancy when class is in session.	X		
4. Jeffrey Johnston Act			
w. Evidence that the school has implemented a bullying and harassment policy.	X		

School Safety and Security Indicators	Y	N	N/A
x. Evidence that an anti-bullying and harassment program is implemented in a manner that is ongoing throughout the school year; integrated with the school's curriculum; is evident in the school's discipline policies and other violence prevention efforts.	X		
5. Jessica Lunsford Act			
y. Evidence that there is a single point of entry with clear visitor screening procedures.	X		

Additional Notes, Comments

Family reunification plan is still in progress.

School has not had any instances that required SESIR data.

Recommendations

Recommended that the school's active assailant plan be distributed to all employees annually and that training is accomplished yearly also.

23 indicators out of 25 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Visible Men Academy

Reviewer: Maribeth Mason & Sharon Rawls

Date of Visit: 12-12-2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

EXCEPTIONAL STUDENT EDUCATION (ESE)			
Indicators	**Y**	**N**	**N/A**
a. Procedures are in place and followed for determining eligibility and placement in the least restrictive environment and the provision of special education and related services to ESE students as set forth in the IDEA guidelines.	X		
b. IEPs are current *and* evidence that all staff have been informed of their specific responsibilities related to implementing the IEP.	X		
c. Personnel are trained in IEP development.	X		
d. Teachers have appropriate ESE certification	X		
e. Matrices are completed by District personnel.	X		
f. ESE education and related services are being delivered as indicated on the student's IEP.	X		
g. Required three year evaluations are completed on or before the due date.	X		
h. ESE students are receiving instruction at a level of rigor and relevance commensurate with the Florida State Standards. Evidence of material used.	X		
i. Evidence of the provision of services to gifted and talented students as indicated in students' EP's.	X		

(continued on next page)

EXCEPTIONAL STUDENT EDUCATION (ESE)	(continued)
Additional Notes, Comments Extremely organized and utilized some of the District materials.	
Recommendations	

9 indicators out of 9 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Visible Men Academy

Reviewer: Debra Estes

Date of Visit: December 12, 2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

ENGLISH as a SECOND LANGUAGE (ESOL) STUDENTS			
Indicators	**Y**	**N**	**N/A**
a. The ESOL program meets all requirements to ensure compliance with the META Consent Decree.	X		
b. All ESOL documentation will be filed electronically in Project ELL.	X		
c. Documentation of all testing for eligible students is available in the electronic student file in Project ELL.	X		
d. ESOL strategies and accommodations are being provided as indicated on the student's ELL Plan and documented on teacher lesson plans.	X		
e. ESOL staff is appropriately endorsed. Out-of-field staff information is documented and shared with parents/families.	X		
f. ESOL students are receiving instruction at a level of rigor and relevance commensurate with the Florida Standards and at their level of English language proficiency as measured by ACCESS 2.0 for ELLs.	X		
g. Classroom environment supports language development (classroom labels, use of dictionaries and/or glossaries, visuals/anchor charts).	X		
Additional Notes, Comments			
Recommendations The ESOL department will send additional glossaries and dictionaries for their ELLs.			

7 indicators out of 7 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Visible Men Academy

Reviewer: Sally Porter

Date of Visit: 12/14/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

FACILITIES			
Indicators	**Y**	**N**	**N/A**
a. A copy of the initial Certificate of Occupancy issued by the Code Enforcement Department of jurisdiction is on file at the school and has been submitted to the district, including a copy to cover any renovations.		X	
b. A copy of each annual Fire Safety Inspection performed by the Fire Marshall of jurisdiction is on file at the school and submitted to the district.	X		
c. A copy of the semi-annual County Health Department sanitation inspection is on file at the school and submitted to the district, including standards for serving food and drinking water.	X		
d. A copy of the annual Elevator Inspection (if applicable) is on file at the school and has been submitted to the district.			X
e. A copy of the schedule for Evacuation and Fire Drills for each school year as required by the Fire Marshall of jurisdiction including the dates and comments of actual drills performed. Unannounced drills shall be performed a minimum of every other month. This documentation is on file at the school and has been submitted to the district. Any time remodeling or renovation occurs, an updated copy of the floor plans shall be available at the school and submitted to the district.	X		
f. A copy of the current building floor plans to scale indicating all rooms, corridors, doors, windows, and fire exits. All rooms shall be labeled with square footage noted and a fire exiting path shall be indicated for each occupied space. Any time remodeling or renovation occurs, an updated copy of the plan shall be available at the school.	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

FACILITIES			
Indicators	**Y**	**N**	**N/A**
g. Evidence provided to the district that the facility is properly insured by the charter school entity.	X		
h. Evidence provided to the district that procedures are in place to manage and regulate hazardous materials.			X
i. Evidence provided to the district that procedures are in place to ensure the compliance with the Globally Harmonized System (GHS) labeling requirements for hazardous product used in the maintenance activities of each charter facility to be sure that products are properly labeled.	X		
j. Evidence provided to the district that provisions have been made for the proper maintenance and upkeep of school plants, so that students and staff may attend school without sanitary or physical hazards, and provide for the necessary heat, lights, water, power, and other supplies and utilities necessary for the operation of the school.	X		
k. Evidence provided to the district that records are kept showing that Resource Conservation and Recovery Act (40 CFR Part 243-Guidelines for the Storage and collection of Residential, Commercial and Institutional solid Waste) requirements for storage, transport, emergency contingency plans, employee training, and proper disposal are met.			X
l. Evidence provided to the district that fire sprinklers, fire alarms, fire extinguishers, and other safety equipment have been inspected and tested annually. (Copy of dated records)	X		
m. F.S. 1013.35 School District Educational Facilities Plan is due annually to DOE. Provide evidence that the following information must be reported to the district to complete the report: 1. Location of charter: **921 63RD Ave E, Bradenton, 34203** 2. Number of relocatables: **7** 3. Owner: **Beth Messiah Church** 4. Year started/scheduled: **2013** 5. Total number of student stations: **100** 6. Current student enrollment: **60** 7. Years in contract: **9** 8. Charter school projections	X		
Additional Notes, Comments Certificate of occupancy consisted of a completion form for the church bld. Not sure if there is a religious exemption.			
Recommendations			

12 indicators out of 13 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Visible Men Academy

Reviewer: Jennifer Davis

Date of Visit: December 13,2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

FOOD SERVICE			
Indicators	**Y**	**N**	**N/A**
a. Evidence of procedures and policies covering the administration and operation of the school food service program.	X		
b. Evidence that the Governing Board has adopted policies to provide for an appropriate food and nutrition program for students consistent with Federal and State law.	X		
c. Evidence that free and reduced meals are available for eligible students.	X		
d. Free and reduced lunch applications are current and on file. The students have been appropriately coded in the district data management system.	X		
e. The charter school has a current Wellness Policy approved by the Florida Department of Agriculture.	X		
f. The charter school is using menus approved by the Florida Department of Agriculture.	X		
g. Meals served meet guidelines for meal components and portions as defined by age/grade and comply with applicable USDA regulations.	X		
h. Procedures are in place to ensure that storage and handling of foods are appropriate to sanitation standards.	X		
i. Current operating permit from the Health Department is posted.	X		
j. Production records documenting menu items. Portion sizes, amount prepared and served are kept on a daily basis.	X		
k. Evidence that the charter school's non-profit Food Service account is account is in good standing	X		

(continued on next page)

FOOD SERVICE	(continued)
Additional Notes, Comments Food Service program is in compliance.	
Recommendations	

11 indicators out of 11 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Visible Men Academy

Reviewer: Dr. Valerie Hyer and Denise Brigg

Date of Visit: 12/12/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

GOVERNANCE			
Indicators	**Y**	**N**	**N/A**
1. The following essential documents are available, up-to-date, signed, dated, appropriately organized, readily accessible, and professionally presented in a notebook or file.			
a. Charter School application, contract, and any amendments.	X		
b. Incorporation papers with bylaws (Include renewals).	X		
c. Evidence that the Governing Board has completed the required Governance Training	X		
d. Evidence that the Governing Board has undergone background screening.	X		
e. Evidence of documentation informing parents how to register a complaint or place an item on the Governing Board Agenda.	X		
f. Evidence that parents are aware of how to contact the Governing Board.	X		
g. A set of documents organized chronologically containing Governing Board meeting announcements, meeting agendas (including citizen input) and meeting minutes (dated and signed). These items should be available upon request.		X	
h. Evidence of policies that have been adopted by the Governing Board. Each policy is dated, signed and adoption dates are included in minutes.		X	
i. Provide an organization chart for the school, including the relationship of the Board to the school's leadership.	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

GOVERNANCE			
Indicators	**Y**	**N**	**N/A**
j. Provide a list of current Board members. Provide a brief description of the person's background.	X		
2. Parents are informed about the procedures by which the charter school resolves disputes.		X	
3. Evidence of timely submission of the state required Annual Report indicating compliance in all areas or a corrective action plan for areas out of compliance.	X		
4. Description of the required qualifications of teachers and the strategies used to recruit, hire, train and retain qualified staff to achieve the best teaching and learning results.		X	
5. Evidence that the school's mission/vision is reflected in the school's climate.		X	

Additional Notes, Comments

g. & h. -No signed documents were submitted and could not be produced upon request.
2. No evidence present for this submission
3. Annual Audit was submitted 17 days late.
4. – No evidence of flyers/pamphlets or recruiting and retaining employees.
5. – No evidence of pictures of the culture and mission is reflected in climate. VMA's mission and vision were submitted but this submission lacked evidence.

VMA was unprepared for site visit. Teams had to wait for documentation to be compiled in notebooks.

Recommendations

Charters.Link submissions should be submitted on time to ensure compliance.

Save flyers and take pictures that show the schools climate and mission are being carried out. Print the information pertaining to how you recruit, advertise for positions, and achieve best teaching and learning results.

9 indicators out of 14 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Visible Men Academy

Reviewer: Dr. Silvana Ianinska

Date of Visit: December 13, 2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

HUMAN RESOURCES			
Indicators	**Y**	**N**	**N/A**
a. Policies and procedures for the appointment, compensation, promotion, suspension and dismissal of employees are documented and approved by the Governing Board. (Evidenced in minutes.)	X		
b. All employees and Governing Board members have been fingerprinted and have Florida Department of Law Enforcement background screenings on file at the school. (1012.32, 1002.33 (12) (g))	X		
c. School policy for a drug-free workplace is kept on file.	X		
d. Evidence that job descriptions are on file for all employees, including the principal.	X		
e. Evidence of an employee agreement/contract is on file for each employee including the principal. The agreement should include salary, duties, and dates of employment.	X		
f. Evidence of teacher certification document kept in files.	X		
g. Evidence for licenses of professional staff: Speech/Language Pathologist, Physical Therapist, Occupational Therapist on file.	X		
h. Personnel files are maintained appropriately including copies or the following documents: social security card, driver's license, employment application, employment contract, references, official transcript, teaching certificate, license, evaluation, medical records, I-9 forms, W-4 payroll form, current year evaluation	X		

HUMAN RESOURCES			
Indicators	**Y**	**N**	**N/A**
i. Evidence of staff development opportunities including topic, date and list of participants.	X		
j. A complete list of charter school employees is on file, including name, address and phone number.	X		
k. Evidence of policies and procedures for sick leave/personal leave.	X		
l. Evidence that a policies and procedures manual is made available to personnel.	X		
Additional Notes, Comments.			
Recommendations: It is recommended that the school uses the employment verification/reference check form provided to them by the district and keep this in the personnel file.			

10 indicators out of 12 met with compliance.

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Visible Men Academy

Reviewer: Bill Kelley, Risk Management

Date of Visit: Desk Review

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

INSURANCE			
Indicators	**Y**	**N**	**N/A**
a. Insurance policies are on file documenting active coverage with minimum limits as set forth in the charter contract.		X	
b. School Leaders-Errors & Omissions	X		
c. Commercial General Liability	X		
d. Workers' Compensation/Employers Liability	X		
e. Property Insurance (*including boiler and machinery coverage)*			X
f. Benefits Administration Coverage (to provide employee benefits i.e. health, life)		X	
g. Automobile Liability Insurance	X		
h. Evidence that the certificates of insurance have been provided to the district office indicating the district as an additional insured.		X	
i. Liability limits of one million per occurrence and two million aggregate.	X		
Additional Notes, Comments No property insurance provided. Only COI provided, no policies. Benefits Administration not shown as covered. COI shows district as holder, not additional insured.			
Recommendations Confirm that school doesn't own any real property.			

5 indicators out of 9 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Visible Men Academy

Reviewer: Dr. Valerie Hyer and Denise Brigg

Date of Visit: 12/12/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

SCHOOL-PARENT COMMUNICATION			
Indicators	**Y**	**N**	**N/A**
a. Evidence that the charter school provide parents with sufficient information related to student achievement.	X		
b. Describe method used to share accountability plan with parents.	X		
c. Evidence that qualifications of teachers have been communicated to parents. (Out-of-field letters)	X		
d. Evidence that school has a policy to keep parents informed of student progress, student programs, student attendance and the availability of academic assistance.		X	
e. Provide evidence that the charter school student has been provided an opportunity to participate in interscholastic extracurricular activity. (1002.33 (11))	X		
f. Provide a copy of the school's daily schedule, annual calendar, including number of days and hours of instruction.	X		
Additional Notes, Comments Ensure parents receive the information sent home with the students.			
Recommendations When checking the website for evidence it was noted that Fortify FL is not on the home page. Add on to the school calendar school report card dates, testing and progress report dates.			

5 indicators out of 6 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Visible Men Academy

Reviewer: Bennett, Volkhardt-Rossnagle, Heffner, Kennedy, Miller

Date of Visit: 12/12/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

STUDENT SUPPORT SERVICES			
Indicators	**Y**	**N**	**N/A**
a. Clinic area is managed appropriately.		X	
b. Health services are managed appropriately, including the administering of medication. (Copy of Policy and Procedures)		X	
c. School has a Code of Student Conduct in use. (Copy of Code of Conduct and any Behavioral Contracts)	X		
d. Description of procedure for the dismissal of students. (Copy of procedures)		X	
e. Student records are appropriately managed, including an access log.	X		
f. Student cumulative records are stored appropriately.	X		
g. A copy of the semi-annual county Health Inspection is on file.	X		
h. Evidence of any community partnerships.	X		
i. Abuse Reporting (mandated) and documentation	X		
j. Documentation of Suicide Prevention training for staff (required)		X	
k. Evidence Manatee County Student Progression Plan is being followed.	X		
l. Evidence that Middle and High School courses meet NCAA requirements			X

m. Evidence of Course Acceleration opportunities for students (FLVS, Dual Enrollment)			X
STUDENT SUPPORT SERVICES (continued)			
Indicators	**Y**	**N**	**N/A**
n. Course Recovery options for Middle and High School students (required)			X
o. Evidence of Character Education (required) and bullying prevention.	X		
p. Appropriate teachers/staff are aware of Section 504 plan accommodations for students.	X		
q. The school's annual Mental Health Plan (per SB7030) is available and being followed.	X		
r. In accordance with SB7030 MH reporting requirements related to mental health services are transferred at the time of student initial registration or transfer of student records.	X		
s. In accordance with SB 7030, the use of a behavioral threat assessment instrument developed by the OSS is in place.		X	
t. Upon student transfer to a different school, verification of any interventions services provided remain in place until the threat assessment team of the receiving school determines the need for intervention services.	X		

Additional Notes, Comments

a-b. See attached document provided by nurse evaluator.

d. The school operates to not dismiss students from the school, however, this policy is not stated anywhere.

e. Log was created as a result of this rubric

j. New staff have been trained, but the rest of the staff is planned for 2023.

r. Proposed mental health plan was presented, but formal state plan was not on file. Principal reported that the registrar completes the Summary of Mental Health services at the time of student transfer.

n. Threat assessment team is in place, but there are no formal procedures provided.

Recommendations

15 indicators out of 20 met with compliance

School Clinic Review Sheet 2022-2023

County:		School:	Visible Men Academy	Principal:		Visit Date:	12/12/2022
Basic	☐	Comprehensive	☐	Full Service	☐	Number of Students:	49	Reviewer:	Hefner

Legend: Automated External Defibrillator (**AED**), Cardio-Pulmonary Resuscitation (CPR), County Health Department (CHD), Florida Administrative Code (**FAC**), School Health Administrative Resource Manual (**SHARM**), Florida Statutes (**F.S.**), General Records Schedule (**GS7**), Licensed Practical Nurse (**LPN**), Medication Use in Schools Resource Manual (**MUSRM**), Registered Nurse (**RN**), Unlicensed Assistive Personnel (**UAP**)

I. Personnel				
Health Room staffed full time: Yes ☐ No ☒	If no, # hours/days staffed:			Additional # Trained for Meds/Procedures:2
# of Health Room Staff by type:	RN(s):	LPN(s):	UAP(s):	Additional # Trained for CPR/First Aid/AED:
RN Supervisor:Coleen Fischer		Frequency on site:1x mo		Average Daily # Clinic Visits: unknown

I. Health Room/Clinic Facilities Items for Review				
References	**Clinic**	**Yes**	**No**	**Comments**
s. 381.0056, F.S. Ch. 64F-6, FAC	Policies, procedures and protocols for the following are maintained in writing and on-file (readily available) at the school district, each school and the CHD: • Management of the school clinic (equipment, supplies) • Documentation, records maintenance and confidentiality • Management of chronic and complex health conditions, sick care and first aid • Communicable disease prevention and management • Health emergencies		x	
II. References	**Clinic Physical Facilities**	**Yes**	**No**	**Comments**
s. 381.0056(6)(c), F.S. SHARM, p.53	School has adequate physical facilities for health clinic	x		Shared space
III. References	**Clinic Log**	**Yes**	**No**	**Comments**
GS7 – Item 120 Ch. 64F-6.005(1)(e), FAC s. 1002.22, F.S. SHARM, p. 50	Standardized clinic log (paper or electronic): student name, date, time in/out, reason for clinic visit, clinic staff, disposition. Clinic log concealed to protect student confidentiality.		**x**	**No clinic log**
IV. References	**Medication Policy and Procedures**	**Yes**	**No**	**Comments**
s. 1006.062(1), F.S. s. 1002.20(3)(h)(i))(j)(k), F.S. 6A-6.0251, 6A-6.0252 and 6A-6.0253, FAC Ch. 64B9-14.002, FAC	School district medication policy available & addresses the following:			
	School personnel designated by principal to assist in administration of medications and procedures (list of designated staff available);	x		
	Annual training of designated personnel with verification of delegate's understanding of assignment documented on a skill-specific checklist;	x		
	Verification of periodic monitoring and supervision of delegated tasks;		x	
	Allowances for students to self-carry and self-administer medications for: asthma, anaphylaxis, pancreatic insufficiency, and diabetes (equipment, supplies and medication).			n/a
NASN Medication Administration in Schools, Position Statement 2017 DOH Policy 5-6-14 Incident Reporting	Medication Error policy, procedures and form to report medication errors, including instructions on parties to be notified (principal, supervising school nurse, prescribing physician, parents, risk management, and poison control).		x	
V. References	**Emergency Supplies and Procedures**	**Yes**	**No**	**Comments**
Ch. 64F-6.004(1), FAC	Policies/procedures for management of health emergencies available in clinic, office and designated locations		x	
Ch. 64F-6.004 (1)(b), (2), (3), FAC; s.1006.165(2), F.S. s. 401.2915, F.S. Ch. 64J-1.023, FAC SHARM, p. 27	Health room staff & two additional school staff are certified in first aid and CPR; certification copies available onsite. The locations of emergency supplies and equipment and a list of persons currently certified in first aid and CPR is posted in the health room, school office, and other key school locations. Persons reasonably expected to use an AED have documented trainings; including CPR training.	x		AED on Backorder

Ch. 64F-6.004(5),(6), FAC SHARM, 27	First Aid supplies are adequate and not expired; recommended supplies include non-latex band aids and gloves; gauze/roller gauze, cotton balls/applicators, tape, portable first aid kit, emergency/trauma supplies	x		
s. 1006.165(1), F.S. Ch. 64J-1.023, FAC SHARM, p. 27	AED required only at schools that are members of the Florida High School Athletic Association. If present, the AED(s) is/are maintained in safe and secure locations and in usable condition, and the AED(s) location is registered with local EMS.			n/a

VI. Medication Administration

Reference	Medications	Yes	No	Comments
Ch. 64B16-28.108, FAC SHARM, p. 19	Medication label contains: name and address of the pharmacy, date of dispensing, serial number, name of the patient, name of the prescriber, name of the drug dispensed, dose, route, name of manufacturer, directions for use, and an Expiration Date or Beyond-Use Date. The beyond-use date must not exceed the expiration date and it shall not be a date greater than one year from the date the medicinal drug is filled. If *either* the discard after date *or* the manufacturer's expiration date are outdated, the medication is considered to be expired. If the prescription label discard date states "see manufacturer's expiration date", follow the manufacturer's date.		x	Expired medication in cabinet
s.1006.062(1)(b)(2), F.S. s.1002.20(3)(h)(i)(j)(k), F.S. SHARM, p. 19	Medications received, counted and stored in original container; secured under lock and key when not in use. Emergency medications may be in a secure, unlocked location during the school day.	x		
s. 499.0121(1)(c),(5)(a)(b), F.S. Ch. 64B16-28.108, FAC SHARM, p. 21	Expired medications must be identified accordingly and quarantined from usable medications until returned to parent/guardian or destroyed.		x	
s. 499.0121(3(a)(b), F.S., MUSRM page 72, SHARM, p. 21	Medications requiring refrigeration stored in designated, locked refrigerator or in a locked container in a secure refrigerator, with the temperature monitored on a regular basis. No personal (staff) food may be stored in the clinic refrigerator.			n/a
s. 1006.062(1)(b)(1), F.S., 64F-6.005, FAC SHARM, p. 19, 49	Documentation of physician's orders (prescription label) and parental permission to administer medication or medical treatments given in school. Documentation of physician permission if required by school district medication policy.		x	No medication orders for any student meds.

Comments:

There are no medication administration records for students

There are no current medication orders for the four (all meds in cabinet) medications in med cabinet. One of which is a schedule 2 Drug

There are 2 expired epi pens with no label – stored in med cabinet

There were a number of medication orders in med book that were expired and student no longer at school.

No record of Health related visits, no health room log

There was a bottle of over the counter medication with no label and staff did not know who it belonged to.

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Visible Men Academy

Reviewer: Black, Sauer, Schrier, Sandelis, Slaff

Date of Visit: 12/14/22

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

TECHNOLOGY AND INFORMATION SERVICES (TIS) PLANNING AND ACCOUNTABILITY			
Indicators	**Y**	**N**	**N/A**
a. Attendance records are on file to verify students in attendance during the October and February DOE FTE survey weeks.		X	
b. Signed original documentation for DOE FTE is submitted to the Student Information Systems Department.	X		
c. School has sufficient equipment and trained personnel sufficient to fulfill data management requirements.	X		
d. Evidence that an active FTE team is functioning to monitor the FTE process.	X		
e. Daily automated student system is maintained such that new data, missing data, and data requiring updates are handled in a prompt and timely manner.		X	
f. Staff responsible for data management attends the regularly scheduled district training to ensure accuracy of data.	X		
g. Technology and Internet Safety Policy for SDMC is followed, ensuring that student technology educational experiences are consistent with the goals of SDMC.	X		
h. Technology equipment is compatible with district equipment.	X		
i. Evidence that staffing information is appropriately reported in the student data system.	X		
j. Evidence that students have access to technology.	X		

(continued on next page)

TECHNOLOGY AND INFORMATION SERVICES (TIS) PLANNING AND ACCOUNTABILITY	(continued)

Additional Notes, Comments

2021-2022 FTE Box
Only one set of Reports were sent to Principal, they were printed, signed and placed in the binder.
Accountability forms are still missing.
None of the snip pictures from the 21-22 Survey site were done.
None of the other items were taken care of either.

2022-2023 FTE Box
Attendance wasn't reprinted as requested for 9-22-22 until 10-14-22
Snip pictures were done.
For the items in the indicator
Quarter 1 grades were done

12/14/22
Indicator A-Please be sure to include the correct dates 9/22-10/14. Need source and final copies.
Indicator E- Need to complete FTE Box Corrections.
Quarter 1 Grades Missing for Lang Arts, Writing and Math for at least two teachers

Some question marks in attendance need to be corrected.

Recommendations

Registrar is scheduled for training on 1-19-23 starting at 9:00am and will bring the 21-22 FTE binder with her with all the items completed.

During our visit we explained again about printing the clean sheets for attendance (Registrar will do them and will let us know when she uploads them into One Drive)

8 indicators out of 10 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Visible Men Academy

Reviewer: Erin Buckley

Date of Visit: 12/15/22 and 12/16/22

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.
NO – Necessary information and/or evidence of documentation incomplete or is not in place.
N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

TITLE I COMPLIANCE			
Indicators	**YES**	**NO**	**N/A**
a. Evidence of the completion, implementation, and monitoring of the Title I Schoolwide school component assurances including the Comprehensive Needs Assessment and Title I Plan/SIP.	X		
b. Documentation of instructional strategies that strengthen the academic program and address the needs of all students, including those failing or at risk of failing.	X		
c. Evidence the Title I Parent and Family Engagement Plan is jointly developed with stakeholders and implemented as written.		X	
d. Evidence the school involves the parents and families in planning, reviewing, and improvement of Title I programs, including involvement in decision making on how Title I funds will be used.		X	
e. Evidence that instructional staff meets the state certification requirements.	X		
f. Documentation of labeled inventory and a tracking process for the any equipment or other desirable items purchased with Title I dollars.			X
g. Timely and regular completion of the DOE399 process for reimbursement (monthly).	X		
h. Retention of Title I documentation for monitoring and auditing purposes (must be kept on site for a period of five (5) years).	X		

Additional Notes, Comments

A. The SIP/CNA were reviewed. The process for implementing action steps from the SIP was discussed.

Documentation from the Title I program that support schools in addressing the Title I Schoolwide assurances, including the Parent and Family Engagement Plan, the School-Home

Compacts, and other compliance documents have been reviewed by the Federal Programs & Grants Office. Technical Assistance has been provided for revising documents.

B. The SIP outlines some of the instructional strategies that are implemented in Tier 1,2 and 3. Form letters and guidelines for addressing the needs of struggling learners were included in the documentation provided to the Title I reviewer. When requested, additional information was provided. Student data from the FAST showed growth for many students, especially in fourth grade, where, per discussion, the class has been split into 2 smaller groups to afford more time for individual intervention and differentiation. On the STAR literacy assessment, second grade students are not consistently demonstrating growth at the same rate as other grade levels. Students will be started on Reading Mastery as a Tier 3 intervention in January.

   Read 180 data (progress monitoring for Tier 2 intervention). Read 180 assessments are done alternately with the FAST to allow frequent assessment data.

   Documentation from professional learning in writing instruction was shared. The process for providing professional learning in PLCs, which is based on identified needs from walkthrough data, was discussed. VMA is focusing on the cooperative learning strategy of think, pair, share and reviewing homework with students to identify misconceptions quickly. They are also teaching test taking strategies and organizational skills.

   Evidence of MTSS meetings was also shared. At these meetings assessment data is discussed and interventions are identified.

C. VMA provided documentation of the Title I Annual Meeting in the Fall where information about the Parent and Family Engagement Plan and Title I programs are shared. This doesn't demonstrate the opportunity for parents and other stakeholders to develop and revise the PFEP or give direct input into the budget, however this may have been requested. Documents from SAC (PSC?) meetings held in the Spring that were shared for this descriptor do not have evidence that the Title I Program, budget or PFEP/Compact were reviewed for input and revision.

D. See C

E. Staff teaching certificates were provided. Evidence that VMA informs parents of teachers that are out-of-field (as required by Title I and the District) is available in the Title I Crate.

Recommendations

A. The SIP includes specific action steps that appear to be occurring from documentation provided and discussed on December 16th. As shared during the discussion, it would be beneficial to show how these steps are related and to share that with the employees (and even parents), referring back to it often through the year so that activities and initiatives are clearly understood in context.

B. Clarify the two or three instructional strategies your teachers will learn and implement this year. Set expectations of increased efficacy of implementation of these strategies as the year moves on. For example, how think-share-pair-share should look when they are first learning to use it versus later in the year; Starting from learning the routine to using the strategy to truly process learning. Reach out to Oasis Middle School to observe Learning focused instruction in Mr. Ortiz's class. Consider consulting with Mr. Ortiz to provide professional learning in the implementation of a few high-yield strategies.

C. Prepare now for the Title I parent and stakeholder input meetings that need to occur in January and February. Ensure parents and staff complete the Title I surveys. Refer to revision requests and technical assistance provided in the Title I Crate history and emails for current Title I Family documents. This will help ensure requirements are met and best practices are used for the 23-22 school year input, planning, and implementation of Title I program.

D. See C

F. VMA doesn't have current Title I equipment, so this indicator is N/A. However, VMA should ensure all equipment and non-consumable materials that were purchased with ESSER funds are recorded on an inventory that includes the same information required for all Federal Programs.

6 indicators out of 8 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Visible Men Academy

Reviewer: J. Warrington & L. Ottinger

Date of Visit: 12-13-2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.
NO – Necessary information and/or evidence of documentation incomplete or is not in place.
N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

TRANSPORTATION			
Indicators	Y	N	N/A or Monitored by SDMC
1) Evidence that transportation is provided consistent with Florida Statute 1006, 1012.45, and Florida Administrative Code 6A-3.		X	
a) For Each Driver:			
i) CDL with P & S endorsements and no air brake restrictions	X		
ii) Driving Record Reviews found in State System (Auto)		X	
(1) Annually, before the first day of the fall semester		X	
(2) Weekly Updates		X	
iii) Annual Dexterity on file (with District)		X	
iv) Current Medical Card on File	X		
v) Random Drug testing is occurring quarterly (by District)		X	
vi) 40-hour Training Certification on file (FDOE Curriculum)		X	
vii) Annual 8 hours in-service on file		X	
viii) Current CPR/First Aid Card (by 11.1.2020 for existing drivers/assistants)		X	
b) Daily Pre-trip inspections on file for all buses used	X		
i) All buses used were in service	X		

TRANSPORTATION			
Indicators	**Y**	**N**	**N/A or Monitored by SDMC**
c) Required 30-day bus safety inspections	X		
d) Bus evacuation drills (first 6 weeks of semester 1 & 2)	X		
e) Safe operator plan	X		
f) Policy prohibiting the use of cell phones/wireless devices while operating a school bus	X		
g) Instruction about safe practices for all riders during the first 6 weeks of school	X		
h) Parents notified in writing of their responsibilities and related school policies	X		
2) Route information for all students transported by school bus on file.	X		
3) Evidence of contract information relevant to any situation where a parent or other driver is providing transportation services.			X
4) Evidence that any vehicle owned or leased by the school and used to transport students is certified and properly insured.	X		
5) Copy of contract for student transportation is on file.			X
6) Evidence of policy and procedures to enforce high standards for student conduct on school buses.	X		
7) Spare bus(es) back-up plan in the event a bus is out of service.	X		
8) Accident procedures are on file.	X		
9) Evidence that transportation is not a barrier to equal access to the charter program.	X		
Additional Notes, Comments VMA is using two drivers, both have a class B CDL with the P&S endorsements. However, neither of these drivers are qualified to transport students because they have not completed the DOE 40-hour training. School Bus Transportation for VMA has been suspended until they have a qualified driver. In the interim VMA may use a 10-passenger, or less vehicle (including the driver).			
Recommendations SDMC Transportation has offered options to VMA to bring them into compliance. Despite efforts, VMA has not met standards for transportation that have been presented many times over.			

16 indicators out of 27 met with compliance

Visible Men Academy

921 63rd Avenue East, Bradenton, FL 34203| (941) 758-7588 | https://www.vmacademy.org/
Grades K - 5 | Enrollment 60 | School Specialty Program – All Boys School | Principal – Dr. Janjay Gehndyu

School Information			
Management Company	N/A	**High Performing Status**	No
Title I	Yes	**Accredited**	No
Board Chair	Naiema Frieson	**Contract Term**	2018-2023
Year Open	2013	**Grades Served**	K-5

Enrollment			
Demographics	**2019-20**	**2020-21**	**2021-22**
Total Enrollment	102	102	84
% Free and Reduced Lunch Program (FRLP)	80%	66%	81%
% Students with Disabilities (SWD)	15%	21%	17%
% English Language Learners (ELL)	17%	19%	14%
% Black	30%	40%	36%
% White	47%	40%	43%
% Hispanic	14%	14%	18%
% Other	*	*	*

Academic Performance			
Indicators	**2019-20**	**2020-21**	**2021-22**
FLDOE School Accountability Grade	B	(B)	F
English Language Arts: % Proficiency		18%	18%
English Language Arts: % Learning Gains		36%	48%
Mathematics: % Proficiency		28%	27%
Mathematics: % Learning Gains		20%	42%
Middle School Acceleration and College/Career Readiness	N/A	N/A	N/A
Graduation Rate	N/A	N/A	N/A
Corrective Action (Yes/No)	No	No	No
Has Met Contract Performance Goals (Yes/No)	Yes	Yes	No

Operational Compliance and Governance			
Compliance Monitoring	**2019-20**	**2020-21**	**2021-22**
Charters.Link	84%	93%	87%
The Compliance Rating is based on the timeliness and completeness of the school's compliance with the charter contract, certain local, state and federal legal requirements, and directives/regulations issued by the FLDOE or similar jurisdictional agencies as calculated by the District's online charter school compliance system.			

Financial Performance			
Financial Performance Indicators	**2019-20**	**2020-21**	**2021-22**
Annual Revenue	$1,927,469	$2,054,257	$2,262,476
Expenditures	$1,817,580	$2,041,792	$2,004,115
Fund Balance	$299,989	$557,842	$255,380
Financial Deteriorating Condition (Yes/No)	No	No	No
Financial Corrective Action (Yes/No)	No	No	No

This document is a tool intended to inform stakeholders of a charter school's overall profile and not as a scored performance framework. A performance framework is a group of scored metrics that result in overall ratings. A school profile is a collection of critical but unscored information and/or metrics about a school that can be widely shared alongside the rating of a school's performance and quality.

ELA FAST PM1 and PM2 Charter Schools

Grade 3

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	53%	24%	15%	6%	1%	40%	25%	21%	11%	3%	-13%	1%	6%	5%	2%
District	56%	23%	14%	6%	1%	45%	24%	19%	9%	3%	-11%	1%	5%	3%	2%
2161-Visible Men Academy	92%	8%	0%	0%	0%	64%	36%	0%	0%	0%	-28%	28%	0%	0%	0%

Grade 4

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	44%	23%	20%	10%	3%	34%	22%	22%	16%	6%	-10%	-1%	2%	6%	3%
District	47%	24%	18%	9%	2%	38%	22%	20%	15%	6%	-9%	-2%	2%	6%	4%
2161-Visible Men Academy	73%	18%	9%	0%	0%	20%	30%	40%	10%	0%	-53%	12%	31%	10%	0%

Grade 5

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	40%	26%	10%	11%	3%	33%	26%	22%	14%	6%	-7%	0%	12%	3%	3%
District	40%	27%	20%	11%	3%	35%	26%	21%	13%	5%	-5%	-1%	1%	2%	2%
2161-Visible Men Academy	67%	33%	0%	0%	0%	67%	33%	0%	0%	0%	0%	0%	0%	0%	0%

MATH FAST PM1 and PM2 Charter Schools

Grade 3

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	72%	19%	8%	1%	0%	46%	24%	22%	7%	1%	-26%	5%	14%	6%	1%
District	64%	21%	12%	2%	0%	41%	21%	24%	11%	3%	-23%	0%	12%	9%	3%
2161-Visible Men Academy	100%	0%	0%	0%	0%	64%	27%	9%	0%	0%	-36%	27%	9%	0%	0%

Grade 4

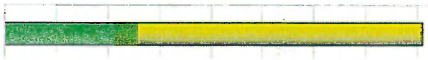
	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	74%	16%	8%	2%	0%	49%	22%	19%	7%	2%	-25%	6%	11%	5%	2%
District	62%	19%	13%	5%	1%	42%	21%	21%	11%	5%	-20%	2%	8%	6%	4%
2161-Visible Men Academy	82%	9%	9%	0%	0%	50%	10%	40%	0%	0%	-32%	1%	31%	0%	0%

Grade 5

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	65%	20%	10%	4%	1%	46%	23%	18%	10%	3%	-19%	3%	8%	6%	2%
District	56%	23%	14%	6%	1%	40%	21%	20%	13%	6%	-16%	-2%	6%	7%	5%
2161-Visible Men Academy	67%	22%	11%	0%	0%	56%	44%	0%	0%	0%	-11%	22%	-11%	0%	0%

Compliance Report As Of 01/27/2023

Visible Men Academy



Compliance Score

Compliance Score		
Category	All History	This Year
How many items were due up until today:	288	81
How many items are currently over due:	0	0
How many items which are currently done were handed in late:	133	55
What is the average number of times an item was submitted before being approved:	1.43	1.52
Total Score		82
Compliance Grade		B

Compliance Score Calculation

Calculations					
Category	District Weight	History		Current Year	
		Calc	Weight	Calc	Weight
Up To Date	100	288 / 288 = 1.00	100.00	81 / 81 = 1.00	100.00
Past On Time	35	155 / 288 = 0.54	18.84	26 / 81 = 0.32	11.24
Repeated Submissions	15	1 / 1.4301 = 0.70	10.49	1 / 1.5185 = 0.66	9.88
Total	150		129.33		121.11
Percentage of Possible			86.22		80.74
District Weighting of Current / Past			25%		75%
Weighted Annual Score			20.19		60.56
Final Score			82.11		

Assigned Submission Items

Visible Men Academy

Due Date	Title	Submitted On	Submitted By	Completed On	# Submits	Handed In
07/10/2022	Monthly Bus Inspections	07/20/2022	J. Gehndyu	07/28/2022	1	10 days late
07/20/2022	Monthly Financial Statements	07/20/2022	J. Gehndyu	07/28/2022	1	0 days late
07/30/2022	Governing Board Meeting Minutes and Agendas	08/26/2022	J. Gehndyu	10/04/2022	1	27 days late
08/01/2022	Alyssa's Law Compliance	08/09/2022	J. Gehndyu	09/08/2022	1	8 days late
08/01/2022	Annual Cost Accounting Report	08/10/2022	J. Gehndyu	08/12/2022	1	9 days late
08/01/2022	Annual Unaudited Financial Report	08/10/2022	J. Gehndyu	08/18/2022	1	9 days late
08/01/2022	Automotive Insurance	08/25/2022	J. Gehndyu	08/30/2022	1	24 days late
08/01/2022	Charter School Annual Assurances	08/28/2022	J. Gehndyu	08/30/2022	1	27 days late
08/01/2022	Comprehensive Emergency Response Plan	08/26/2022	J. Gehndyu	10/11/2022	1	25 days late
08/01/2022	Comprehensive Reading Plan Agreement FORM	08/11/2022	J. Gehndyu	08/18/2022	1	10 days late
08/01/2022	CPR Cards / First Aid Training Certificates	09/16/2022	J. Gehndyu	09/19/2022	2	46 days late
08/01/2022	Emergency Drills Schedule TEMPLATE - PROPOSED Drills for the year	09/20/2022	J. Gehndyu	10/11/2022	3	50 days late
08/01/2022	ESE, 504 and ELL Program Structures FORM	08/26/2022	J. Gehndyu	10/13/2022	1	25 days late
08/01/2022	Fire Inspection	11/08/2022	J. Gehndyu	11/16/2022	2	99 days late
08/01/2022	Food Service Plan / Contract	08/10/2022	J. Gehndyu	08/12/2022	1	9 days late
08/01/2022	Fortify Florida Compliance	08/09/2022	J. Gehndyu	09/08/2022	1	8 days late
08/01/2022	General Commercial Liability Insurance	08/09/2022	J. Gehndyu	08/12/2022	1	8 days late
08/01/2022	Governing Board Meeting Schedule TEMPLATE	08/11/2022	J. Gehndyu	08/17/2022	1	10 days late
08/01/2022	Governing Board Member Required Initial/Refresher Governance Training & Fingerprint Clearance Letters	11/03/2022	J. Gehndyu	11/16/2022	3	94 days late
08/01/2022	Governing Board Members and Officers TEMPLATE	11/03/2022	J. Gehndyu	11/15/2022	3	94 days late
08/01/2022	Health & Safety Inspection	08/09/2022	J. Gehndyu	08/18/2022	1	8 days late
08/01/2022	Parent Contract	10/27/2022	J. Gehndyu	10/27/2022	2	87 days late
08/01/2022	Professional Liability/Errors & Omissions/Directors & Officers Insurance	08/12/2022	D. Brigg	08/12/2022	1	11 days late
08/01/2022	Property Insurance	08/09/2022	J. Gehndyu	08/12/2022	1	8 days late
08/01/2022	Reading Remediation Plan	10/25/2022	J. Gehndyu	10/28/2022	2	85 days late
08/01/2022	Record of Grants Received	10/27/2022	J. Gehndyu	10/27/2022	2	87 days late
08/01/2022	Retained Services of Audit Firm	08/26/2022	J. Gehndyu	09/08/2022	2	25 days late
08/01/2022	Safe School Officer Monthly Attendance Reporting	09/21/2022	J. Gehndyu	10/11/2022	3	51 days late
08/01/2022	Safe Schools Policy and Safe Schools Funds FORM	08/11/2022	J. Gehndyu	09/08/2022	1	10 days late
08/01/2022	Secondary Insurance for Student Athletes	08/26/2022	J. Gehndyu	09/08/2022	1	25 days late
08/01/2022	Transportation Plan / Contract	08/11/2022	J. Gehndyu	08/30/2022	1	10 days late
08/01/2022	Updated Budget	08/09/2022	J. Gehndyu	08/18/2022	2	8 days late
08/01/2022	Website URLs TEMPLATE	08/28/2022	J. Gehndyu	10/11/2022	2	27 days late
08/01/2022	Workers Comp and Employers Liability Insurance	08/25/2022	J. Gehndyu	09/08/2022	1	24 days late
08/01/2022	Written Policies on the Care of Ill and Injured Students	08/25/2022	J. Gehndyu	09/08/2022	1	24 days late
08/10/2022	Monthly Bus Inspections	11/08/2022	J. Gehndyu	01/10/2023	3	90 days late
08/20/2022	Monthly Financial Statements	08/25/2022	J. Gehndyu	09/08/2022	1	5 days late
08/30/2022	Monthly Active Assailant Drills	08/29/2022	J. Gehndyu	09/08/2022	1	1 days early
08/30/2022	Monthly Threat Assessment Team Meetings	08/29/2022	J. Gehndyu	09/08/2022	1	1 days early
09/01/2022	Current Personnel Roster (September)	09/22/2022	J. Gehndyu	10/11/2022	1	21 days late
09/01/2022	Safe School Officer Monthly Attendance Reporting	08/31/2022	J. Gehndyu	09/07/2022	1	1 days early
09/09/2022	Compliance to Class Size, Controlled Open Enrollment & Enrollment Processes	09/21/2022	J. Gehndyu	10/11/2022	1	12 days late
09/10/2022	Charter Schools Student Code of Conduct (if different from SDMC)	09/22/2022	J. Gehndyu	10/11/2022	1	12 days late
09/10/2022	Copy of Student / Parent Handbook (or School Policies for Students and Parents)	09/22/2022	J. Gehndyu	10/11/2022	1	12 days late
09/10/2022	Monthly Bus Inspections	10/20/2022	J. Gehndyu	01/10/2023	1	40 days late
09/10/2022	School Improvement Plan	10/24/2022	J. Gehndyu	10/25/2022	2	44 days late
09/10/2022	Student Progression Plan	10/04/2022	J. Gehndyu	10/11/2022	1	24 days late
09/20/2022	Fall Bus Evacuation Drills	09/20/2022	J. Gehndyu	11/08/2022	1	0 days late
09/20/2022	Monthly Financial Statements	09/20/2022	J. Gehndyu	10/11/2022	1	0 days late
09/23/2022	Annual Audited Financial Report	10/10/2022	J. Gehndyu	10/11/2022	1	17 days late
09/30/2022	Florida Teachers Classroom Supply Assistance Program	09/21/2022	J. Gehndyu	10/11/2022	1	9 days early
09/30/2022	Monthly Active Assailant Drills	09/21/2022	J. Gehndyu	10/11/2022	1	9 days early
09/30/2022	Monthly Threat Assessment Team Meetings	09/21/2022	J. Gehndyu	10/11/2022	1	9 days early
09/30/2022	Proposed Mental Health Initial & Refresher Training for Charter School Staff	10/04/2022	J. Gehndyu	10/11/2022	1	4 days late
10/01/2022	Annual Active Assailant Staff Training - Alyssa's Alert	09/22/2022	J. Gehndyu	10/11/2022	1	9 days early
10/01/2022	Completion of FSSAT	10/04/2022	J. Gehndyu	10/11/2022	1	3 days late
10/01/2022	Out of Field Letters (October)	10/04/2022	J. Gehndyu	10/11/2022	1	3 days late
10/01/2022	Safe School Officer Monthly Attendance Reporting	10/04/2022	J. Gehndyu	10/11/2022	1	3 days late
10/01/2022	Teacher Salary Increase Allocation Distribution Plan - Board Approval	10/16/2022	J. Gehndyu	10/28/2022	1	15 days late
10/10/2022	Monthly Bus Inspections	01/25/2023	J. Gehndyu		4	107 days late
10/15/2022	Annual Student Achievement Goals FORM	10/28/2022	J. Gehndyu	11/01/2022	2	13 days late
10/20/2022	Monthly Financial Statements	11/17/2022	J. Gehndyu	11/30/2022	4	28 days late

Due Date	Title	Submitted On	Submitted By	Completed On	# Submits	Handed In
10/30/2022	Governing Board Meeting Minutes and Agendas	10/17/2022	J. Gehndyu	12/15/2022	2	13 days early
10/30/2022	Monthly Active Assailant Drills	10/17/2022	J. Gehndyu	10/25/2022	1	13 days early
10/31/2022	Monthly Threat Assessment Team Meetings	10/31/2022	J. Gehndyu	10/31/2022	2	0 days late
11/01/2022	Safe School Officer Monthly Attendance Reporting	11/01/2022	J. Gehndyu	11/04/2022	1	0 days late
11/10/2022	Monthly Bus Inspections	01/13/2023	J. Gehndyu		4	64 days late
11/20/2022	Monthly Financial Statements	11/17/2022	J. Gehndyu	11/30/2022	4	3 days early
11/30/2022	Monthly Active Assailant Drills	11/14/2022	J. Gehndyu	11/16/2022	1	16 days early
11/30/2022	Monthly Threat Assessment Team Meetings	11/14/2022	J. Gehndyu	11/16/2022	1	16 days early
12/01/2022	Health Services and Records FORM	11/28/2022	J. Gehndyu	11/30/2022	2	3 days early
12/01/2022	Safe School Officer Monthly Attendance Reporting	11/29/2022	J. Gehndyu	11/30/2022	1	2 days early
12/01/2022	Safe Schools Expenditures Survey (FDOE)	10/27/2022	J. Gehndyu	11/03/2022	1	35 days early
12/01/2022	Safe Schools Expenditures Survey (FDOE)	11/29/2021	J. Gehndyu	12/14/2021	2	367 days early
12/10/2022	Monthly Bus Inspections	01/13/2023	J. Gehndyu		4	34 days late
12/20/2022	Monthly Financial Statements	12/20/2022	J. Gehndyu	12/20/2022	1	0 days late
12/30/2022	Monthly Active Assailant Drills	12/15/2022	J. Gehndyu	12/20/2022	1	15 days early
12/30/2022	Monthly Threat Assessment Team Meetings	12/15/2022	J. Gehndyu	12/20/2022	1	15 days early
01/01/2023	Safe School Officer Monthly Attendance Reporting	12/22/2022	J. Gehndyu	01/09/2023	2	10 days early
01/10/2023	Monthly Bus Inspections	01/12/2023	J. Gehndyu		3	2 days late
01/20/2023	Monthly Financial Statements	01/19/2023	J. Gehndyu	01/19/2023	1	1 days early

Board Roster

Visible Men Academy

No board meetings have been set up in the system for this time period.

Board Members

Mark Smith , FL Mobile: (214) 621-6173 smitty2182@outlook.com	Gerald Bruce , FL Mobile: (609) 529-3931 geraldbruce7@gmail.com	Naiema Frieson , FL Mobile: (202) 250-1375 naiema@att.net
David Wilkins , FL Mobile: (989) 980-0555 wilkinsdg60@gmail.com	Ronald Johnson , FL Mobile: (832) 776-0910 ronaldjohnson4lev@gmail.com	James Stewart , FL js8@psu.edu

Visible Men Academy

State Data

The following information is obtained from state data sources.
This data has not been uploaded by the school directly.

921 63rd Ave E
Bradenton, Fl 34203-7727

Phone: (941) 758-7588
Fax: (941) 961-5375

Website: http://www.vmacademy.org

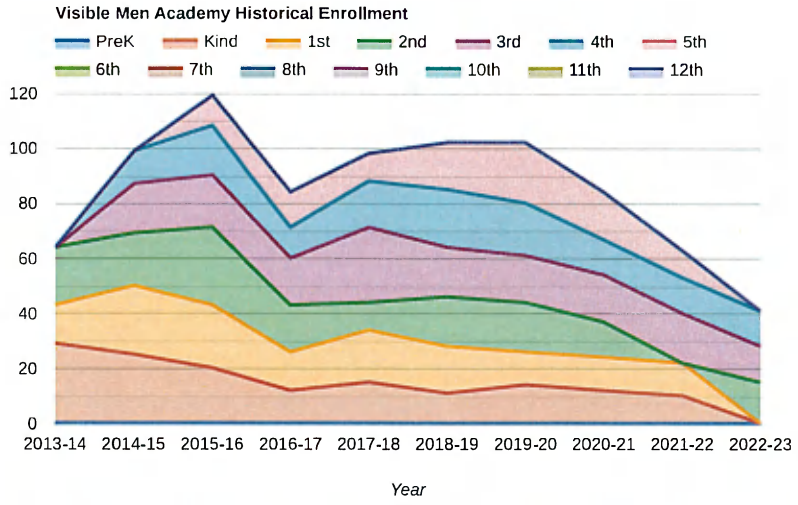


[redacted]	Janjay Gehndyu
[redacted]	41-2161
Federal ID Number	8256
[redacted]	Regular charter school (under s. 1002.33, F.S.)
[redacted]	2013
[redacted]	Elementary
[redacted]	Regular Education
Grade Levels Served	KG-5

School Grades

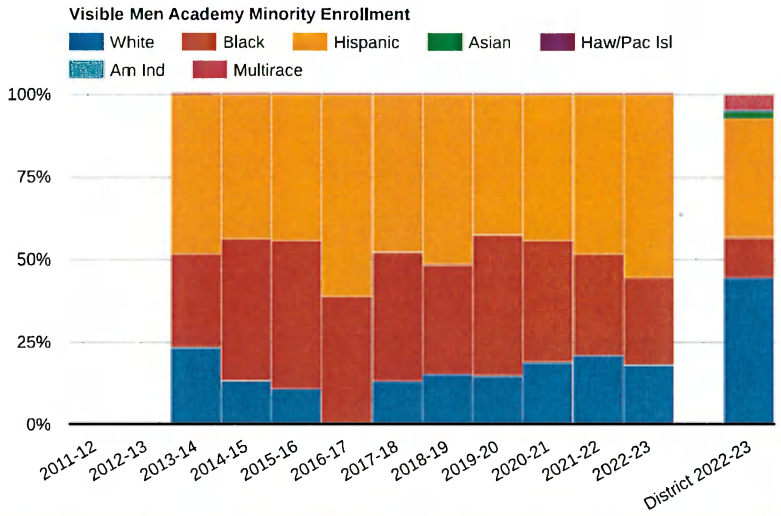
2014-15	2015-16	2016-17	2017-18	2018-19	2020-21	2021-22
F	F	C	A	B	-	F

Enrollment Data



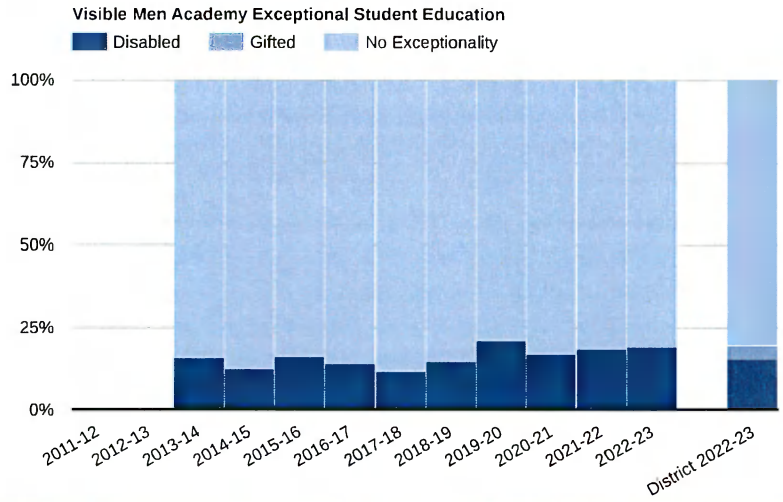
Year	Kind	1st	2nd	3rd	4th	5th	Total
2013-14	29	14	21				**64**
2014-15	25	25	19	18	12		**99**
2015-16	20	23	28	19	18	11	**119**
2016-17	12	14	17	17	11	13	**93**
2017-18	15	19	10	27	17	10	**98**
2018-19	11	17	18	18	21	17	**102**
2019-20	14	12	18	17	19	22	**102**
2020-21	12	12	13	17	13	17	**84**
2021-22	10	12		18	13	10	**71**
2022-23			15	13	13		**63**

Minority Enrollment



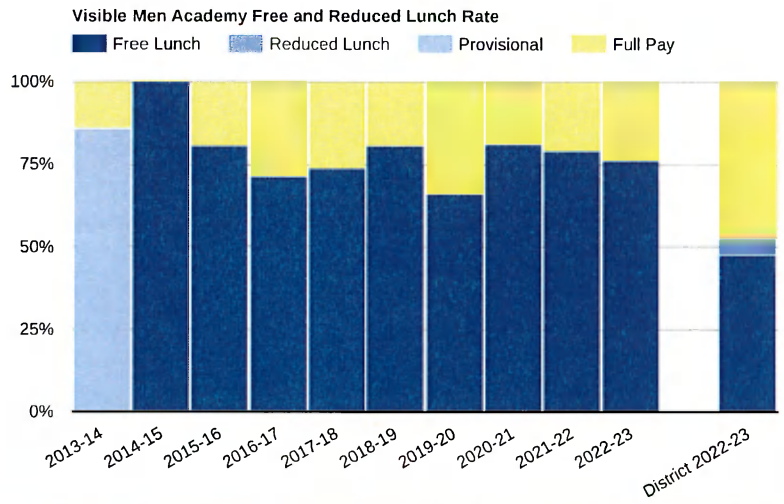
Year	White	Black	Hispanic	Asian	Haw/Pac Isl	Am Ind	Multirace	Percent Minority	District Minority
2011-12	0	0	0	0	0	0	0		47.9%
2012-13	0	0	0	0	0	0	0		49.1%
2013-14	14	17	29	0	0	0	0	76.7%	49.1%
2014-15	12	40	41	0	0	0	0	87.1%	50.4%
2015-16	12	51	50	0	0	0	0	89.4%	52.1%
2016-17	0	31	49	0	0	0	0	100.0%	
2017-18	12	36	44	0	0	0	0	87.5%	53.5%
2018-19	14	31	48	0	0	0	0	86.1%	54.3%
2019-20	14	41	41	0	0	0	0	86.1%	55.2%
2020-21	15	30	36	0	0	0	0	82.1%	55.6%
2021-22	14	21	33	0	0	0	0	79.4%	55.5%
2022-23	11	16	34	0	0	0	0	82.5%	55.9%

Exceptional Student Education



Year	Disabled Students	Percent Disabled	Gifted Students	Percent Gifted	District % Disabled	District % Gifted
2011-12	0	0.0%	0	0.0%	21.2%	6.3%
2012-13	0	0.0%	0	0.0%	20.5%	7.0%
2013-14	10	15.6%	0	0.0%	15.7%	6.0%
2014-15	12	12.1%	0	0.0%	15.4%	5.6%
2015-16	19	16.0%	0	0.0%	15.5%	5.6%
2016-17	13	14.0%	0	0.0%	16.3%	5.7%
2017-18	11	11.2%	0	0.0%	15.5%	5.4%
2018-19	15	14.7%	0	0.0%	15.4%	5.3%
2019-20	21	20.6%	0	0.0%	15.6%	5.1%
2020-21	14	16.7%	0	0.0%	15.6%	4.8%
2021-22	13	18.3%	0	0.0%	15.2%	4.5%
2022-23	12	19.1%	0	0.0%	15.3%	4.2%

Free and Reduced Lunch Status



Year	Free Lunch	Reduced Lunch	Percent FRL	District Percent FRL
2013-14	0	0	0.00	5.53
2014-15	99	0	100.00	31.65
2015-16	96	0	80.67	54.65
2016-17	66	0	70.97	56.04
2017-18	72	0	73.47	56.70
2018-19	82	0	80.39	53.08
2019-20	67	0	65.69	51.13
2020-21	68	0	80.95	54.61
2021-22	56	0	78.87	48.00
2022-23	48	0	79.37	52.42

State Assessment Data

Reading Proficiency | Math Proficiency | Writing Proficiency | Science Proficiency

Testing One Testing Two

	School Results					District Results				
Category	2016-17	2017-18	2018-19	2020-21	2021-22	2016-17	2017-18	2018-19	2020-21	2021-22
School Grade	C	A	B	-	F	B	B	B	-	B
Adjusted Points Earned	245	259	322	109	155	613	641	671	605	650
Percent Tested	100%	100%	100%	95%	99%	98%	99%	98%	96%	98%
Reading										
Reading % Satisfactory or Higher	38%	46%	40%	18%	18%	51%	52%	53%	51%	51%
Reading Points for Gains	69%	73%	53%	36%	48%	52%	52%	54%	49%	50%
Reading Gains for Lowest 25%						42%	43%	47%	39%	40%
Math										
Math % Satisfactory or Higher	46%	66%	54%	28%	27%	56%	57%	61%	55%	58%
Math Points for Gains	75%	74%	68%	20%	42%	56%	57%	61%	46%	57%
Math Gains for Lowest 25%			60%			45%	46%	51%	40%	48%
Other										
Writing % Satisfactory or Higher										
Science % Satisfactory or Higher	17%		47%	7%	20%	52%	55%	54%	52%	53%

The data included on this page were derived from state data sources such as the DOE's Education Information & Accountability Services.

AGENDA ITEM NO. 19.4

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

Title
Approval to Notify Oasis Middle School of Intent to Enter Contract Renewal Discussions for the 2023-2028 School Years

Executive Summary
Florida Statutes 1002.33 (7) 9 (b) provides that a charter may be renewed provided that a program review demonstrates that the criteria set forth in statue have been successfully accomplished and that none of the grounds for non-renewal has been documented. Oasis Middle School has been in operation in Manatee County since the 2006 school year, serving students in grades 6-8 with approximately 44 students. The current contract for Oasis Middle School expires on June 30, 2023. The Charter Review Team conducted a review as required by statute. The Review Process includes a Renewal Application submitted by Oasis Middle School, documentation review, and on-site visit. Per statute, before a vote on any proposed action to renew or not renew the charter and at least 90 days before the end of the school year, the sponsor shall notify the governing board of the school in writing of the proposed action to renew. Oasis Middle School is recommended for a 5-year renewal based on academic data and financial performance, 1002.33 (8)(a) (9)(n).

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

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

Recommendation
The Superintendent recommends approval to notify Oasis Middle School of intent to enter contract renewal discussions for the 2023-2028 School Years.

Financial Impact
The District will receive an administrative fee of five percent (5%) of the FTE on the first two hundred-fifty (250) students attending the charter school. The administrative fee provides charter management services, procession of teacher certification data, and information services including access to student information systems. Oasis Middle School will receive any remaining FTE and other appropriate funds for the 6-8 program.

Contact
Submitting Department: District Support
Initiated by: Dr. Valerie Hyer

Attachments:
Oasis Middle School Renewal Application FINAL
2122 Oasis Middle Renewal Package 1.2023

OASIS MIDDLE SCHOOL
CHARTER SCHOOL PLAN
NOVEMBER 17, 2022

EXECUTIVE SUMMARY

Oasis Middle School is organized for the purpose of helping at-risk middle grade students in Manatee County achieve their highest academic potential through a scholastically rigorous content-rich performance oriented educational program. The school is designed to improve the academic skill levels of grade 6-8 students that have previously underperformed and struggled with reading and language arts. Reading being the essential skill is the focus for every student. The foundation for all academics is reading. The student who excels in mathematics cannot succeed in basic word problems without the necessary comprehension acquired through improved reading skills. We wish to impart a strong academic foundation in preparation for higher order thinking and problem solving.

The administrative staff is experienced in working with at-risk populations and has also worked together as a team in a previous charter school setting. The leadership team having been together at the school for seventeen years, is the core of the organization demonstrating commitment, dedication and passion for the education of our students. This builds a supportive encouraging school environment for faculty and staff to unit in producing academically successful and well-adjusted students that are suitably prepared for high school and beyond.

The original governing board members of the school have remained consistent with the exception of one change. The board consist of a founding member who is a business professional, a parent and a business community leader. They provide managerial oversight and ensure the school is financially sound.

Oasis parents are very supportive of the school. Their continued involvement and participation in the decisions affecting their children's academic education is invaluable. It is through this collaborative relationship that Oasis students

experience growth by making academic gains to become successful in reaching their full academic potential.

1. EDUCATIONAL PLAN

Section 1: Mission, Guiding Principles and Purpose

OMS Mission Statement

Oasis Middle School will foster academic excellence, promote social awareness and involvement, and model positive character development through innovative and creative teaching strategies in a supportive and disciplined school setting.

OMS Philosophy

Oasis Middle School believes in a student-centered, direct instruction educational program that focuses on the individual academic needs and abilities of each child. Emphasis is placed on achieving an instructional environment that embraces and utilizes students' learning styles and interest levels in conjunction with innovative teaching methods and strategies to provoke and produce a rigorous learning experience.

The core philosophy of Oasis Middle consists of the following beliefs:

1. School Leadership, faculty and staff daily demonstrate a spirit of corporate unity and oneness of mind in our commitment to service our students.

2. Students perform better academically in a learning environment that integrates a value system in which Truth, Mutual Respect, Personal Accountability and Acceptance are the primary cornerstones.

3. The cultivation of healthy, genuine Teacher-Student and School Staff Relationships coupled with High Expectations of student achievement creates a learning atmosphere conducive to academic excellence.

4. Teaching to Mastery and Mastery Learning enhance the Direct Instruction Process because it allows a gradual process for students to learn new material while consistently reinforcing or bridging previously taught information.

5. Reading is the key fundamental skill and foundation for the building of all other core skills. Every child should and must acquire the essential skill of reading.

6. All students must be proficient in core academic essentials to be successful in their continuing education, i.e.Math, Science, Language Arts, Social Studies.

7. When clear, consistent behavioral guidelines are established and enforced the student is then free to focus on achieving academic goals.

8. Ongoing professional development for faculty and staff empowers teachers by creating a supportive learning environment that will maximize learning, growth and success in the classroom.

9. A spirit of community and service raises student awareness of the needs of others and the importance of giving their time and talents to service-learning projects.

10. The support and involvement of parents are absolutely necessary to achieve and sustain a quality instructional program that is academically successful.

Primary Goals

It is the desire of OMS to practice standards of excellence which will produce students who are able to demonstrate knowledge, skills and proficiency in achieving their academic and as well as life goals; And provide integrative, flexible delivery of services which meets the needs of the school's targeted population served by fulfilling the following goals.

1. Provide an opportunity for students/parents to choose an intimate, family oriented educational setting.

2. Ensure that all students and parents realize the value of a formal education and are committed to the criteria for the Oasis Education Program.

3. Establish Reading as the focus and foundation of the school.

4. Utilize innovative teaching strategies to motivate students to achieve and maintain high standards of academic performance.

5. Implement a researched based reading program that provides parents with current diagnostics, assessments and ongoing monitoring of their child's reading, writing and mathematics grade level.

6. Improve the academic achievement of all students with particular emphasis on low-performing students in reading, writing, mathematics and science.

7. Enhance student academic performance through personalized Academic Improvement Plans.

8. Establish transition plans to prepare students for high school.

9. Produce measurable improvement and successes on state standardized tests.

10. Increase parental involvement in student academics through the development and implementation of a Parent Leadership Team, (PLT) and Parent Teacher Organization, (PTO).

11. Achieve a marked decrease in documented student disciplinary actions, tardiness and school absences.

Section 2: Target Population and Student Body

Oasis will consider any student who, along with their parent identifies or prefers a small school setting and learning environment. Our focus is to service and assist the "At Risk" student. We define the "At Risk" student as any child gifted or academically struggling who is at risk of not realizing and achieving his or her full academic potential.

With years of experience, the core staff at Oasis Middle School have broadened their knowledge to identify some key traits and characteristics of the student population that are at risk of school failure either by dropping out of school, failing to learn while in school, failing to achieve basic skills in key subjects before leaving school, or exhibiting behaviors that increase the likelihood of adverse physical, psychological and social consequences. These traits include, but are not limited to, the following:

1. A history of performing below basic proficiency levels in mathematics and reading skills.

2. Low basic skills identified as early as the third grade.

3. A lack of coordination of cognitive, language, social and text specific processes.

4. Prosocial skill deficits that impair the academic performance and social adjustment (e.g. low levels of friendly or cooperative behavior, heightened negative reactivity), and increased vulnerability of peer rejection

5. Lack of engagement in academic help seeking from individuals and other sources.

6. A tendency to feel overwhelmed, alienated, and a lack of self-worth.

7. A responsiveness to short term, measurable goals with demonstrations of immediate success toward long term goals .

8. Being labeled passive, disruptive, or inattentive by their educators and leads to negative interactions with school staff and administrators.

9. Classroom inclusivity, emotionally supportive classrooms and positive teacher student relationships improve and openness and willingness to learn.

Oasis serves middle school students only; grades six, seven and eight. The student body is multicultural. Approximately eighty percent (80%) of the student body is Hispanic, with remaining twenty percent (20%) Black and White.

Class sizes range from twelve (12) to fifteen (15) students per class with an approximate student to teacher ratio of thirteen (13) to one (1). Oasis is compliant to the Class Size Legislature criteria for the State of Florida.

Enrollment over the next five years is expected to range from approximately 115 — 150 students. The table below is a five year projection detailed by year, grade level, number of students by grade level and total number of students.

Oasis Middle Projected Student Enrollment
2023 SY thru 2027 SY

Grades	2023	2024	2025	2026	2027
6th Grade	45	45	50	55	55
7th Grade	40		45	50	50
8th Grade	30	38	40	40	45
Total	115	125	135	145	150

These projections were developed based on growth trends from previous years.

Section 3: Educational Program Design

Oasis Middle is dedicated to helping students achieve their highest academic potential through a scholastically rigorous, content-rich, performance oriented educational program focused on reading across the academic disciplines.

The school adopted the Learning Focused Schools Model as a framework for planning and instruction. This is a school reform model designed to equip schools to use exemplary practices to enhance and increase learning and academic achievement. It is a researched based framework that uses a consistent and pervasive education process to achieve learning goals.

Activities are identified and described that will lead students to understand the knowledge and skills they should acquire. Learning Focused provides numerous research-based instructional strategies that engage students in the types of thinking and meaningful learning that yield high academic results.

The Oasis Leadership Team is responsible for implementing and monitoring the school academic process. The team consists of the school administrator, reading specialist, mathematics and language arts teachers/coaches. The team monitors lesson plans for alignment with the Florida Best Standards for English Language Arts and Mathematics; Next Generation Sunshine State Standards for Science and Social Studies to include effective instructional strategies and materials.

Upon entering school, all students are given a diagnostic assessment in reading, writing and mathematics which also become a part of the Student Academic File.

(1). Reading : The Reader and Writers Project is used for initial assessment of students reading levels, fluency rates and writing proficiency.

(2) Mathematics: Edmentum Study Island; a web-based academic platform is used to make assessments in Mathematics

The team uses this information to identify student academic strengths and areas of need. Primary academic concerns and/or problems are identified. Academic performance levels are noted with special attention to level 1 's and level 2 's. An action plan is formulated noting Educational Goals, Tier levels of support, Frequency and Duration, Specific Instructional Methods, and Materials to be used. The findings and the action plan are communicated to the parent.

Teachers use the data to collaborate and determine instructional strategies and instructional activities targeted first for Level 1 and Level 2 students. Enhancements are implemented for students who scored Level 3 and above on state assessments.

Teachers will use weekly assessments and the quarterly progress monitoring to determine achievement of educational goals. The team will use this information quarterly to assess the student's progress.

1. On- going assessment of mastery is done throughout the school year. Teachers collaborate weekly to discuss academic concerns. Tens (10) days prior to progress reports, parents receive written notification if their child is struggling in a class. Ten (10) days prior to report cards, parents are given written notification of possible failure of a class. In both cases, areas of concern are identified; resolutions and interventions are noted.

2. Parent conferences are held to inform and discuss the disposition as to why the student is struggling academically. Parents are advised of what interventions are being implemented to resolve the problem.

3. Interventions are monitored through assessments and teacher observations to determine if progress is being made or if changes are required.

4. At the end of the year, assessments will be administered to measure progress for the year. The progress for the year will be compared with the progress of students at a Manatee County middle school with similar demographics to Oasis.

Each year during June/July, a Student Annual Academic Review is scheduled with the parent of every student. The review consists of a parent conference in which the following items are discussed:

(a) The student's final report card,

(b) Detailed explanation of State Assessment Data which includes levels of Mastery in Reading, Writing, Mathematics, Science and Civics.

(c) Identify struggling areas and discuss plans for improvement.

(d) Promotion to the next grade level — Status

(e) Provide Summer Academic Packages — Reading and Mathematics

(f) Parents receive copy of students State Assessment Scores, and final report card.

(g) The Review is signed off by the parent, reviewer and principal.

(h) A copy the Student Annual Academic Review is retained for reference.

Section 4: Curriculum Plan

Oasis utilizes different sources to address curriculum. The Teachers College Reading and Writing Project from Columbia University is used as the Reading Curriculum. Big Ideas Math is used for mathematics, including advanced for Algebra 1.; McGraw Hill for Language (ELA), Science and Social Studies.

Reading Program

The Reader's Writers Project is a researched based, rigorous reading program. The mission of the program mission is to help young people become avid skilled readers, writers and inquires. Their research has proven that children must start reading material at their current reading level and will grow by reading large chucks of text consistently over an extended time.

Some of Oasis Middle School's key principles and values are reflected in The Teacher's College Reading and Writing Project (TCRWP). One of the most significant of these is the fact that social justice demands that we raise the literacy level of all our students. We believe that every child has the potential to become an effective reader and writer who uses literacy to further their own knowledge, shed light on their own lives, and better the world in which they live. Using TCRWP, we hope to help children become lifelong, self-assured readers and writers who demonstrate agency and independence and are prepared for their future.

The TCRWP reading curriculum is based on research that demonstrates that children must read a large number of texts with excellent comprehension in order to advance to more complicated texts. The way that reading workshops are set up enables students to read for 30 to 45 minutes each day with their eyes on the print. Students are reading texts that they can read fluently and comprehend with 96% accuracy. In order to connect assessment, evaluation, and instruction, students are assessed using either running records or entire chapter books. These reading evaluations enable teachers to identify each reader's skills and requirements, chart progress by prioritizing goals, and plan and provide instruction that is tailored to each student's needs.

Once a child is matched within a band of text difficulty, the teacher will support them as they advance in text complexity by setting reading goals for each student. These goals include emergent reading, engagement, print work, fluency, comprehension in fiction (plot, character, vocabulary and figurative

language, themes and ideas), comprehension in nonfiction (main idea, key details, vocabulary, text features), conversation, and writing about reading. Students might need to focus on one or more skills to achieve a particular goal. Once a clear goal is set for every student based on reliable formative assessments, the teacher makes the student aware of this goal. It also guides the teacher's individualized instruction. The teacher will teach strategies in small group, in front of an entire class, or during individual conferences which allow students to practice the skills of a particular goal. For every conceivable skill, there are a variety of strategies. The best way to help a student reach a goal is to teach one strategy at a time, give a brief explanation, illustration, or demonstration, then allow them to practice. As they practice, the teacher provides feedback in varying forms based on the needs of the child, including compliments, directives, redirections, questions, or sentence starters. Once a child is comfortable practicing one strategy over the course of a few days to a week, a new strategy is presented.

Students will work on one reading goal over a period of four to six weeks. As a child begins to demonstrate ownership of four to eight strategies and mastery toward a reading goal, it's usually time to move on to a new goal and advance to a more challenging text where students will try to apply what they've learned to a more rigorous text. The student uses a variety of texts at his or her individual or instructional level to repeatedly practice these skills. Every strategy that is practiced and acquired is added to the student's toolkit.

Our reading program maintains a commitment to give our student body large chunks of time to engage with reading books. Most often, these books are ones that the student has chosen —although it is required that the book is always one that they can read with fluency, accuracy and comprehension. Our research has confirmed that in order for students to evolve as readers, they require massive amounts of time.

The Reading Specialist begins our school year by assessing each of our students using the Independent Reading Inventory designed by the Readers' and Writers' Project in order to learn the level of text complexity that each child can grasp on an independent level (A-Z scale); then, he funnels kids toward highly engaging texts that they can read. Most of our students select small stacks of books keeping them in book baggies or bins so that they can progress from one book to another without a lag in their reading.

Our students are required to keep reading logs in which they scrupulously record the data of their progress each day and night and the moments they spend reading. This data is studied by the student and teacher to ascertain patterns in reading and to improve reading speed and fluency. The specialist studies performance assessments that differentiate student work along a continuum. He also reflects on adult proficient reading with our staff to develop an understanding of the continuum of development contained within any one skill (i.e. synthesis, prediction, interpretation, fluency etc.) This knowledge helps the teaching of reading explicitly in ways that help students progress along a trajectory of skill development.

The reading work is grounded in research on evidenced based learning. Our readers are required to make their thinking about texts visible by talking and writing about texts both in class discussion, collaborative discussions and in small groups/book clubs. Our teaching staff studies what readers do, and consider goals that are within reach yet rigorous and closely aligned with the curriculum. During independent conferences the teacher gives feedback that helps individual readers understand the progress they have made, and that which they still need to make, helping readers grasp onto important goals and work, deliberately practicing so they become more proficient readers.

The instruction is always grounded in assessment. Our teacher track students' progress in reading increasingly complex texts. We also track the progress of sub-groups within our school. We also record and track data that illuminate

patterns that allow our school to track students' progress. This information is distributed to parents which convey children's progress and next steps.

The Reading Specialist works with our staff to support the literacy curriculum. He works with students and teachers so that our staff can learn the structures, methods and expectations for a rigorous reading workshop. He models minilessons, conferences and small group work. He teaches them how to adapt instruction based on quick assessment. Our staff then works collaboratively to assess students' growth as literacy learners, and design small group and whole class teaching based on students' needs.

Language Arts

Data driven instruction is consistent throughout Language Arts/ELA. . . Students are taught to make a personal investment in developing and mastering ELA skill sets. i.e. read and analyze text, informational text, using and referencing textual evidences and etc. This includes using strategies in drawing conclusions and making inferences, to name a few.

The Language Arts class consist of a lead teacher and two paraprofessionals working as teachers' assistants. Instruction follows a Three Pronged Process which includes whole group instruction, small group instruction, conferencing and/or one-on-one tutoring. This process is designed to allow for Tier 1, Tier 1 1 and Tier 1 1 1 Levels of instructional support as indicated by performance data. The Language Arts teacher leads and directs the process.

Whole group instruction is done by the ELA teacher. This includes active student engagement with guided practice; Tier 1 level of instruction.

Small group instruction is provided the teaching assistants. Reinforcement and support are provided on skill sets and areas needing more focused attention based on previous review data; Tier 1 1 level of instruction.

If a student continues to struggle with a concept or skill after participating in both whole group and small group instruction, he or she will receive Tier 1 1 1 level instruction. The student is referred to the in-class tutor as a pull-out for one-on-one tutoring. The tutor is provided a plan by the lead teacher that addresses the student's area of weakness.

The teacher uses Smart Boards interactive whiteboards to deliver instruction and engage students. Instruction meets the needs all learning styles. Students can participate by working directly on the smart board or use individual remote devices. Formative assessments to determine evidence of learning is easily done. Students receive immediate feedback.

Technology is available to each student for consistent practice and engagement. The program benefits and enhances classroom instruction by allowing teachers to do the following:

(l). Diagnose areas of weakness, identifying exactly those standards and skills and individual students most in need of attention.

(2). View data by student, class, lesson or assessment to make instructional decisions.

(3.) Generate Summative assessments to determine progress and evaluate standards mastery.

(4.) Deliver appropriate content to students in each Tier level and use real time data to support progression across tiers.

(5). Use data to set up peer mentoring relationships between strong and weaker classmates.

Mathematics Program

The Oasis approach to teaching Mathematics is to teach it conceptually. Focused is placed on students learning the mathematical concepts and speaking the language of mathematics. Once they understand the concept, they are better able to master the mathematical problem-solving process.

The instructional process includes whole group instruction, small group instruction and one-on-one tutoring as needed. This process is designed to allow for Tier 1, Tier 11 and Tier 111 Levels of instructional support as indicated by performance data.

Whole group instruction is done by the lead teacher. Small group intensive instruction is delivered by a teaching assistant under the supervision of the lead teacher. Students receive practice and are given the opportunity for more individualized support within the small group setting. Instruction in the small groups must maintain the same content and methodology as the lead teacher for the repetition to be meaningful to the students. If a student continues to struggle with a concept or skill after participating in both whole group and small group instruction he or she will receive one to one support. A plan by is put in place to addresses the student's area of weakness.

If a student proves proficient advanced level practice is assigned. All students receive routine homework practice.

The teachers use Smart Boards interactive whiteboards to deliver instruction and engage students. Instruction meets the needs all learning styles. Students can participate by working directly on the smart board or use individual remote devices. Formative assessments to determine evidence of learning is easily done. Students receive immediate feedback.

In addition to Smart Boards, the math teachers use digital web-based programs align to Florida State Standards with best practices embedded in instruction. Interactive lessons can be displayed on the smart board for whole group instruction or assigned electronically for small group and/or individual instruction. Student use computer lab tops, tablet computers, and iPads to access the program.

Science Program and Social Studies Program

The approach to Science and Social Studies starts with the introduction of the Mini-Lesson in whole group instruction. Teachers are encouraged to use strategies such as Think, Pair, Share and Talking to Shoulder Partners, Ticket Out The Door.. Conferencing is used both as means of providing individualized instruction and also checking for evidence of understanding.

Science classes uses a selection of student workbooks for practice. The materials are standards-based, customized and aligned to the Florida Next Generation Sunshine State Standards.

Study Island, a web-based instructional format which includes assessments and test preparation is used as supplement. The program exposes students to rigorous content and promotes higher order thinking.

The teachers use Smart Boards interactive whiteboards to deliver instruction and engage students. Instruction meets the needs of all learning styles.

The teachers use Smart Boards interactive whiteboards to deliver instruction and engage students. Instruction meets the needs all learning styles. Both classes have access to a computer lab.

Students can participate by working directly on the smart board or use individual remote devices. Formative assessments to check for evidence of learning is easily done. Students receive immediate feedback. Student have access to a computer lab as well as using their own handheld devices such as tablets and iPads.

Section 5: Student Performance, Assessment and Evaluation

Oasis based student performance expectations are that students will be Reading on grade level or above by the end of 8th grade as measured by scoring proficiency on Florida State Assessments in Reading. Students will be expected to show a year's worth of growth for a year of instruction as measured by the gains.

Students will be achieving on grade level or above in Mathematics by the end of 8th grade as measured by proficiency on Florida State Assessments, in Mathematics. Students will be expected to show a year's worth of growth for a year of instruction as measured by the gains.

Students will be achieving on grade level or above in Writing by the end of 8th grade as measured by proficiency on Florida State Assessments, in Writing. Students will be expected to show a year's worth of growth for a year of instruction as measured by the gains.

Students will be achieving on grade level or above in science by the end of 8th grade as measured by proficiency on Florida State Assessments in Science. Students will be expected to show a year's worth of growth for a year of instruction as measured by the gains.

Students will be achieving on grade level or above in Civics by the end of 7th grade as measured by proficiency on Florida State EOC in Civics. Success will be determined if 70% of the students at 7th grade level are meeting this criterion.

Oasis Middle school will use the Middle School Student Progression Plan adopted by Manatee County School System. Oasis will adhere to the guidelines set forth in the progression plan as it relates to graduation, promotion, intensive remediation and student progress reporting to students and parents.

Previous schools Florida State Assessments, and Florida Next Generation Sunshine State Standards results will be used as baseline data to help determine the academic levels and potential of each student. Teacher can use this in comparison to entrance diagnostic data to help determine academic needs and formulate strategies for instruction.

Teachers will generate a simplistic daily formative assessment to measure evidence of understanding before moving on to new material. Students will participate in weekly formative assessments which always includes some testing questions from previous week. Summative assessments will be done routinely.

Teacher will do data chats with the students, but students will be accountable to maintain and monitor their own data. The teacher will assist them in goal setting and addressing areas of concern. Student will obtain parents signatures on data

chats forms. Teachers will meet monthly to review and collaborate concerning student performance data.

Section 6: Exceptional Student Education

The school serves students with disabilities whose needs can be met in a regular classroom environment with the provision of reasonable supplementary supports and services and accommodations.

The school's admission policy welcomes and encourages the enrollment of students of all learning profiles. The school will accept any student residing within Manatee County who submits a timely application, unless the number of applications exceeds the School's enrollment capacity for the given grade level. In such cases, all applicants shall have an equal chance of being selected through a random selection process. The school does not discriminate or limit enrollment based on race, religion, or disability. Furthermore, the School's marketing strategy materials will reflect that it is a "tuition-free" public charter school and that it accommodates students with "exceptionalities," "disabilities," and "limited English proficiency."

The school will provide a Free and Appropriate Public Education (FAPE) to all students with disabilities in accordance with all state and federal special education guidelines and regulations as provided in the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. The school will implement the same identification, evaluation, placement, and due process procedures as other traditional schools in the district. The school recognizes that the services offered to students with disabilities fall within the full continuum of services offered by the sponsoring LEA. As such, the school will work with the sponsor

to determine the proper placement for students with disabilities within the full continuum of services that the sponsoring LEA offers.

. The school will utilize the regular School facilities and adapt them to the needs of exceptional students by adhering to Section 504, IDEA, and ADA to ensure that the School provides a FAPE within the least restrictive environment. The School is aware that some students' IEPs may necessitate the need for assistive technology, environmental adaptations, specialized instructional strategies, peer supports and collaborative teaching. The extent to which an individual student participates in the general education setting with the use of such supplementary aids and services and/or modification and accommodations is determined on a case-by-case basis by the IEP team. The school will work collaboratively with the Manatee County Public Schools to ensure the full continuum of services offered by the LEA are available to students based on their IEP.

The school's effectiveness in serving exceptional education students will be evaluated on a continuous basis in several ways. The school will ensure that procedures for collecting and reporting to the Manatee County Public Schools and the FLDOE are in place and all required designees are aware of the procedure. Performance data of students with disabilities will be reviewed every nine weeks and reported to parents and guardians with quarterly report cards to include progress toward each IEP goal. In addition, the school will review promotion/retention rates of students with disabilities and discipline data for students with disabilities. Each of these data sources will provide an additional indication of the school's effectiveness in serving ESE students.

Teachers and the ESE Specialist will conduct monthly meetings to review progress monitoring data on the students that they serve to determine if students are meeting the goals and objectives of their IEPs. All teachers will collaborate with lesson planning and implementation related to differentiation of instruction for the ESE students as well as implementation of their EPs.

This will ensure that the focus will be on each student's progress, by all teachers who serve exceptional education students within the school. School based administrator, teachers and ESE Specialist of the School will review all exceptional education student data to ensure that the entire ESE program is focused on student achievement (i.e., both on learning gains as well as maintaining high levels of performance). State Assessment data are additional ways to evaluate the progress of the school's special education students.

Additionally, the effectiveness of the School's exceptional education program will be monitored and evaluated by providing and requiring participation of all teachers in professional development opportunities that focus on IEP compliance and the use of research-based instructional strategies for exceptional education students, implementing accommodations for students with disabilities in the regular education classroom, and modeling how to use progress monitoring data to analyze whether students are effectively meeting their IEP/EP goals.

When providing instruction in the classroom, teachers will use scaffolding and provide students with direct instruction, modeling, guided practice, and independent practice. Small groups will be used for more individualized instruction when necessary, with additional support provided by the teaching staff when needed. If students enter the School reading below grade level, for example, they may have the opportunity to receive extra reading minutes to increase their growth throughout the year, as it is the intention of the School to meet the individual needs of students during the school day.

Teachers will provide additional instruction beyond the standard instructional block in times such as before and after school, through content area integration, during enrichment activities or lunch, and any other opportunity, to support student achievement of individual learning goals. The School will meet the individual needs of students who, based on diagnostic data, have been identified to have significant skill deficiencies and/or read two or more years

below grade level through additional instructional minutes using a research based intervention program. Students will receive additional instruction outside of the 90-minute reading block in a small-group setting with more frequent progress monitoring to ensure accelerated progress toward grade level expectations. The additional instruction includes a 90-minute Learning Strategies Class conducted weekly with an ESE certified teacher. These instructional opportunities developed around a student's unique needs help to increase their engagement in the learning process.

The school has an ESE Committee comprised of the administrator, one ESE certified teacher and one ESE Specialist who oversees ESE compliance. The School will also contract with appropriately licensed vendors to provide special education clinical services including speech therapy, language therapy, occupational therapy, physical therapy, and counseling based on need reflected on the students' IEPs. During the summer prior to the School's opening, IEPs of enrolled students will be reviewed to determine which of these special education clinical services will be needed and to finalize contracts with vendors to allow services to be in place at the start of the school year.

The school's gifted instruction is built upon an academic foundation and centered on interdisciplinary enrichment activities. Through differentiated activities, students' studies may include holistic projects that include components such as the development of advanced research skills, complex creative thinking and problem-solving, communication skills for a variety of audiences, and use of technology to promote the desire for learning on self-selected and/or teacher selected topics. An effective gifted program will show that the students it serves have successfully met their goals and continuously build on current strengths and weaknesses. An effective gifted education

program will focus on writing goals that are high but achievable, continuously reviewed, created with student and parent input, evaluated for successful completion, and build on each student's s strengths and weaknesses.

Section 7: English Language Learners

The school will follow all of the Consent Decree of 1990 and all of the provisions of federal laws pertaining to the identification and service of students who are Limited English Proficiency (LEP). In addition, the school will implement the State of Florida-approved plan filed by the Manatee County School District which is following the State Board of Education Consent Decree of 1990 to service English Language Learner(s) (ELL).

ELL Identification and Assessment Procedures

English Language Learners (ELLs) are identified through the registration process. At the time of registration, parents are given a Home Language Survey (HLS) to identify potential ELLs. Those students whose parents respond affirmatively to any of the questions and were not previously identified as ELL will be referred to the ESOL liaison for language screening. If the student is not assessed within these 10 days, this period is extended an additional 10 days, if parents are notified in writing in their native language.

English for Speakers of Other Languages (ESOL) Program Placement

When the ELL qualifies for the program based on the results of the prior listed assessments and/or ESOL committee recommendation, the school will place the ELL in the most appropriate classes and schedule the student in compliance with the State Department of Education guidelines. This is to facilitate the most rapid mastery in speaking, listening, reading and writing of the English language. The ELL will receive the most effective ELL teaching strategies and effective ELL learner accommodations designed to facilitate learning in areas of science, mathematics, computer literacy and social studies.

ELL Student Plan Form

Upon being identified as an ELL, a student will have an ELL Student Plan Form created and maintained in the ESOL permanent record file. The plan will include academic year, student demographic information (name, DOB, grade and sex), program status as: Limited Yes (LY), Limited Pending (LP), Limited Former (LF) or Limited Ineligible (LI), primary language and home language. In addition to the above, it will identify classification date, entry date, plan date, reason for entry, test date(s), parent notification date, Instructional Model for English and Core Subject Areas and other programs when applicable. Each plan will have the most-up-to date schedule for the ELL attached. It will be updated whenever a change in the ELL warrants it,

The ESOL Committee

The ESOL committee will be comprised of: ESOL certified teacher, home language translator and Record Keeping teacher assigned and an administrator. The parent(s) will be invited to attend all committee meetings when the committee meets to discuss individual ELL students.

The parent(s) will be notified in writing of the committee meeting and when attending, will be part of the committee. A copy of every parent invitation will be filed in the permanent record. Every possible effort will be made to have a native speaker present when the parents request it, or language barriers warrant it. The native speaker will translate the proceedings to the parents in their native language.

The committee will make decisions that follow district, state and federal guidelines and are in the best interest of the ELL. These include, but are not limited to, reporting progress, extending ESOL services; retaining or exempting a student from promotion criteria with Good Cause, reporting student's test scores, reevaluating the need to remain in the program, exiting the program and reentering the program (in the mandatory two-year follow-up period) after exit.

Resources -
The school will offer word-to-word dictionaries in the student's native language/English when appropriate. The dictionaries will be available during all assessments and during ongoing instructions in all subject areas.

Evaluation
The school will evaluate ELL both in their individual performance, group performance, and in the follow-up period after exiting the ESOL program.

Individual ELL students are evaluated as needed by their respective core subject teachers and other designated personnel in each area of academic performance. The following is a representative list of common ELL evaluations used, but is not all-inclusive, other evaluation assessments not listed below will be used when applicable:

Progress Monitoring (PM) evaluations
Florida Standards Assessments and MTSS

In the PM assessment process, ELL identified to have deficit skill deficits will be remediated in such skills. When found to have other learning difficulties not related to language and/or its acquisition, the ELL will be referred to the MTSS team for further discussions, evaluation and possible referral to other categorical programs. The ELL committee will follow and assist in the process until completion. During this period the ELL committee will play the role of advocate to help provide the best possible services to the ELL.
Assessment outcomes of ELL students will be analyzed for successful academic progress. Evaluations are done as group totals with the purpose of analyzing what skill ELL's have mastered and what skills can be improved. The results of these reports will drive changes in instruction when the data shows it is needed.

ELL's that have exited the program will be assessed by means of a Post Reclassification Monitoring Form and parents will be informed of their

progress via a follow-up progress review. These post-exit assessments are conducted for a period of four academic semesters after the exit date and conducted at the end of each academic semester. Upon successful post-follow-up evaluation, the student status will change from LF (Limited Former) to LA (Limited Former after two-year follow-up is complete and is now on exit year 3-4.). When a student has exited from the ESOL Program beyond four years, status will change to LZ. Both designations will be changed automatically in FOCUS.

There are four evaluations used when monitoring the progress of exited ESOL students. Data is used form the following items, report cards, classroom performance, teacher observations, district approved test scores (as applicable), state approved test scores (as applicable), standardized tests (as applicable), LEP committee meetings (as applicable) and any other form of evaluation deemed necessary at the time.

These three forms of evaluations (individual, group and post exit) are for the purpose of assisting the ELL subgroup meet AMO goals and evaluate the efficacy of instruction for the ELL in the School. The data from them will be used to improve the delivery of services to ELL students. All delivery of instruction to ELL is for the purpose of mastering the sub-language skills of listening, speaking, reading and writing English will be delivered following the existing laws governing such and in support of the ELL's IEP plan when applicable.

The goal of the school will be to have all teachers be Highly Qualified and ESOL certified. The school will monitor and assist teachers in the completion of their ESOL mandate course requirements and the attainment of their ESOL certification endorsement as needed.

The school has identified an ESOL committee that will continue to have the responsibility of overseeing and assisting in meeting the needs of all identified ELL students throughout the school year. This committee will also identify,

screen and enroll students ELL in the program. This will be done in accordance with existing laws and based on the HLS responses indicating another language is spoken in the home. The committee will conduct other reports to make sure that all possible ELL are identified, enrolled and served in the program.

The school will comply with all the existing staffing laws as listed in the Consent Decree Section II of the agreement for "Equal Access to Appropriate Programming", subsection E. — ESOL Instruction in Basic Subject Areas.

Bilingual staff will also be available to perform the following:

Translate information.

Interpret assignments and test questions as appropriate and

Help students comprehend written material.

It has been and continues to be the school's goal to have a multilingual and multicultural staff that provides support culturally and linguistically both in and out of the traditional classroom instruction. This includes, but is not limited to, enrichment, after school classes and tutoring.

For ELLs that are performing below grade level, provisions of supplementary supports and services and/or accommodations will be provided to ensure that they benefit from the curriculum. Students will be provided with English instruction designed to develop integrated language skills using specific ESOL curriculum strategies and instructional delivery models for content subject areas such as science, mathematics, computer literacy and social studies. Instructional time and curriculum will be equal to instructional time and curriculum provided to non-ELLs in basic or categorical programs as established by district, state and/or federal guidelines appropriate to those courses. Teachers of ELLs will be appropriately certified and ESOL trained, making use of appropriate instructional strategies in the delivery of the course or program curriculum. These students will also be referred to the MTSS

process as necessary in order to support their growth and learning in the school.

Section 8: School Culture and Discipline

The culture of the school is characterized by a warm inviting supportive environment resulting from genuine care and concern for the wellbeing and success of all students, staff and parents. There is an underling value system that promotes speaking the truth, taking accountability for self and doing what is right. Student behavior is managed through positive teacher-student and staff-student relationships coupled with maintaining high expectations. Efforts are made to identify and resolve behavior concerns prior to requiring suspended time from school.

Oasis Middle uses the School District of Manatee County's handbook on Student Code of Conduct. Students and parents are provided an overview and access to the guidelines during orientation.

Section 9: Supplemental Programming

The TAKE! Theatre Ensemble is a performance group at Oasis Middle School devoted to producing innovative documentary theatre with a commitment to social justice. Our leaders think deeply about young people, their lived experiences and their creative agency. We are driven by a belief that theatre is a transformative power that has the ability to magnify the voice of socioeconomically and educationally disadvantaged youth, it can help them claim their own story, and it can be utilized as a vehicle to build competencies, increase feelings of self-worth, and improve prosocial skills.

The goal of the TAKE! Theatre Ensemble is to bring our local community together and raise awareness by engaging in dialogue around the struggles of youth including, but not limited to race & racism, immigration, religion,

sexuality, poverty, suicide, bullying, and teenage love. Our original scripts weave together personal narratives, improvisation, poetry and interviews conducted with students, youth, families, friends, and residents to create a collective storytelling experience. Most of our productions partner with local arts organizations with similar artistic endeavors.

The Ensemble was founded in 2007 by Gabriel Ortiz, a teacher, actor, television host, and a solo theatre artist. Since then, it has produced ten original works for the stage which have been presented across Manatee and Sarasota counties.

II. Organizational Plan

Section 10: Governance

The school is governed by a three-member Board of Directors consisting of a business professional, a parent and a business community leader. Meetings are held four times a year. Notification of scheduled meetings is provided through the school's website, posted flyers at the school site and newspaper notification. The board is charged with the responsibility of compliance to statutory guidelines and regulations for the charter. In addition, the board is responsible for school financials and over sighting the following: Approval of annual budgets, School Policies and Procedures and monitoring student academic achievement. The board will afford guidance to the school director but will not be participating in the day-to-day supervision of staff and operations. The board is responsible for the selection and evaluation of the school director. The board will review schools' operations annually to ensure compliance with the charter contract.

Section 11: Management and Staffing

The Founding Director as Principal is responsible for on-site management and educational leadership of the school. This includes business management, budget oversight, accounts payable/receivable, hiring of staff, instructional management, professional growth and development of staff, district liaison, marketing and student recruitment, community and parental involvement, etc. The administrative support staff is accountable for daily operational duties, i.e. facility management, food service, and student support services. The school operations director manages School Safety, Mental Health, and Transportation. Title 1 administration is share by the school principal and operations director. The core Leadership team is responsible for ELL, ESE and State Testing Administration. Services are contracted for payroll, accounting, HR support, asset management and financial auditing.

Section 12: Human Resources and Employment

Oasis Middle uses Indeed as an employee hiring platform. Resumes are reviewed and candidates are interviewed by the school principal and operations director. The applicant completes a hiring documents (HR)package and schedules a finger printing appointment. After clearance, the HR package is processed, and new hire paperwork is sent to payroll. HR policies and procedures are reviewed, and the new hire is provided an employee handbook. Employees are advised of employment laws in the state of Florida.
Teachers and instructional support staff are interviewed by committee which includes the principal or operations director along with the Reading and Language Arts lead teachers. New Hires are reviewed at the end of ninety days.

Employees are evaluated annually. Administrative and office school staff is evaluated based on job duties and criteria developed by school management. Instructional support staff is evaluated by Instructional leadership. Teachers are

evaluated by the principal using the FCPCS School Based Administration Evaluation System. The school director/principal is evaluated by the Board of Directors.

Section 13: Professional Development

Learning-Focused, Teach Like A Champion and The Readers Writers Project are the three sources used for the school foundation of Professional Development. The school participates in Train the Trainer courses and uses this process to train the staff in house. Everyone is encouraged to develop in collaboration with team leadership individual professional development list of needs. Training courses are selected based on the needs that are identified. Training is ongoing through the school year. Professional development of new teachers is preset based on the school's new teacher induction plan.

Section 14: Student Recruitment and Enrollment

Oasis basically recruits for sixth graders with the intent to maintain their enrollment through the completion of eighth grade. Direct Marketing Campaigns are done during the summer and fall of each school year. Parents receive a direct mail piece in the form of a letter of invitation along with a follow-up call highlighting attributes of the school. The process proceeds as follows:

1. The parents and student are scheduled for a 45 minute to one hour interview.

2. During the interview the parent completes a school application and receives an overview of the school's mission, educational program, philosophy and primary goals.

3. Parents discuss academic issues, and any others concerns they have regarding their child's educational needs.

4. Within three days of the interview, parents are given a phone call on the status of their child's enrollment.

5. If declined for enrollment, parents are notified promptly and assistance is offered to secure a more appropriate learning environment.

6. Welcome letters are mailed as confirmation of enrollment and notification of school orientation dates.

7. Orientation activities are held welcome new oasis families, provide information on school rules, policy and procedures and handle school business items such as purchasing school student uniforms and school bus transportation assignments.

8. Enrollment preference is given to siblings of current students.

9. Parents are required to sign a memorandum of understanding as part of a contract with the school agreeing to comply to rules and regulations as outline in the educational program.

10. Mandatory meetings are scheduled during the first couple of weeks the school year to inform parent of the Oasis School Wide Title 1 Program.

Oasis will only dismiss a student if that student is in violation the Memorandum of Understanding and/or School's Contract with the student and parent. Oasis does not hinder a parent's choice to withdraw a child at any time

Section 15: Parent and Community Involvement

Oasis Middle School parental involvement, provision to information, assisting parents and others with questions and concerns, and resolving disputes follow all requirements outlined in 1002.33(7)(d)1. ,F.S.The schools Policies and Procedures which have been approved by the governing board allows for the School Director or his/her designee to provide access to aforementioned information to parents.

Oasis Parent and Family Engagement plan can be explained within the word FAMILY. The plan is designed to encourage and empower parents and Family member to see the school as an extension of their family unit. In doing so Oasis F-A-M-I-L-Y when related to engagement means:

F- Focus on the Relationship between the Family and School.
A- Attractive Activities that everyone Students, Parents and Teachers can enjoy.
M- Move us closer to our target of Educational Excellence
I- Involve our local community.
L- Experience Parent Leadership up close. Y-
Emphasis that You are important.

Oasis middle School Parent and Family Engagement plan includes but is not limited to the following:

- Beginning of the year Open House
- Parent and Student meeting with the Teachers
- School Tours • Day One Activities
- Title one meetings
- The development of the Parent Leadership Teams
- Student Clubs and other activities

- Community field Trips and Educational outings
- Involvement in Oasis Community Voices.

Community Resources: include the following:
Avenue 941, Hanley Foundation, More to Life inc., JFCS, Manatee literacy, Better Together Inc., Parenting Matters, Manatee Tobacco, MTC, Samaritan Counseling and A Resilient You inc.

111. BUSINESS PLAN

Section 16: Facilities

In April 2019, Oasis Middle purchase real estate property for the school site located in west Bradenton, Florida. The facility which is just under 12,000 square feet provides adequate space for classrooms and office space. Future plans include the expansion to include an additional 5000 to 6000 square feet in the rear of the building to accommodate a cafeteria.

Section 17: Transportation Service

Oasis Middle provides school bus transportation to transport students to and from school.

A mapping is done of the addresses of all low-income students and then the most reasonable and shortest distance to and from the school is selected as the bus route.

The school works with the parents and guardians of remaining enrolled students to coordinate drop off and pick up times for students who are car riders.

Oasis Middle complies with all routine school bus maintenance and safety inspections as mandated by the Florida Department of Education. The bus is

serviced and maintained by the School District of Manatee County's transportation department.

Oasis Middle complies with all insurance and liability requirements as mandated by the Florida Department of Education. Oasis provides complete school bus vehicle insurance coverage through Boyd Insurance in local Bradenton.

All school bus drivers are properly trained and receive required health checks as mandated by the Florida Department of Education.

Section 18: Food Service

Oasis Middle contracts with the School Board of Manatee County to provide food service to all students. Oasis maintains compliance in the provisioning of food service by ensuring adherence to the rules and regulations approved by the Florida Department of Agriculture and administered by the district. Student receive two meals daily, breakfast and lunch. All students eat free.

Section 19: School Safety and Security

A. Oasis Middle follows all provisions and requirements outlined in the Marjory Stoneman Douglas High School Public Safety Act. There is a full-time School guardian. He has received all the required training outlined in section 1006.12, F.S. and follows all procedures there in and is present at the school for the entire school day 5 days a week.
B. Oasis Middle follows all provisions and requirements outlined in the Marjory Stoneman Douglas High School Public Safety Act. We have adopted and follow the active assailant response plan as outlined in section 1006.07(6), F.S. The school's administration, teachers, staff and guardian receive annual training on the response plan.

C. Oasis Middle follows all provisions and requirements outlined in the Marjory Stoneman Douglas High School Public Safety Act. Oasis Middle has established a Threat Assessment team as required 1006.07(7), F.S. The meets monthly, conducts drill, meetings and reviews the response plan.

D. Oasis Middle follows all provisions and requirements outlined in the Marjory Stoneman Douglas High School Public Safety Act. Oasis Middle follows all requirements outlined in section 1006.07(9), F.S relating to school safety and discipline. Any necessary documents are communicated to the Manatee County School District using their reporting process.

E. Oasis Middle follows all provisions and requirements outlined in the Alyssa's Law legislation by installing the Centegix Crisis Alert System with silent panic alarms that are directly linked to local law enforcement.

Surveillance cameras have been installed that provide coverage of the entrance access areas, classrooms, hallways, front office and the designated areas of the campus grounds. This has been implemented as outlined in the school FSSAT plan.

Section 20: Budget

Attachment A is a copy of the schools approved proposed budget for the 2022-2023school year. The budget will be updated at midyear with current data based on the tracking of revenues and expenditures.

Section 21: Financial Management and Oversight

It is the accountability of the school's Board of Directors to provide financial oversight of the school. The board holds the school director responsible to

properly manage the school on a daily basis which include financial duties. The school's accounting manager provide monthly financial reports available to the board, school principal and the sponsor. An annual financial audit is performed and provided to all parties.

OASIS MIDDLE SCHOOL
ANNUAL BUDGET
2022 - 2023 SY

ACCOUNT NAME	ACCT NO.	Total Annual Budget
IDEA FUNDING	3230000	5,000
TITLE 1 FUNDING	3240000	60,000
FEFP	3310000	782,808
TEACHER SUPPLY ASSISTANCE PROG.	3334000	1,500
TRANSPORTATION REVENUE	3354000	40,000
SCHOOL RECOGNITION PROGRAM	3361000	
CAPITAL OUTLAY	3397000	30,500
DISTRICT BROADWIDTH SUPPORT	3399000	
GIFTS AND DONATIONS	3440000	1,000
MATERIAL FEES	3441000	5,000
FUNDRAISING REVENUE	3442000	55,000
STUDENT LUNCHES	3451000	
MISCELLANEOUS INCOME	3491000	1,000
REFUND PRIOR YEAR EXPENSES	3497000	0
TRANSFERS FROM GENERAL FUND	3610000	
TOTAL REVENUE		**981,808**
SALARIES - TEACHERS	5000100	257,500
SALARIES - PARAS	5000110	117,000
SOC SEC/MEDICARE - INSTR	5000220	17,760
WORKERS COMP - INSTR	5000240	1,600
CONTRACTED SVCS - INSTR	5000310	
TRAVEL - INSTR	5000330	
OTHER PURCH SVC INSTR	5000390	1,000
SUPPLIES - INSTR	5000510	4,000
UNIFORMS	5000590	5,000
EQUIP CAP-INSTRUCTIONAL	5000640	2,500
EQUIP NON-CAP INSTRUCTIONAL	5000642	1,600
DEPRECIATION EXPENSE-INSTR	5000780	0
FIELD TRIP EXPNESE	5000791	1,000
OTHER PURCH SVCS-PARENT INVOL.	6100390	2,200
STAFF DEVELOPMENT	6400310	2,500

TRAINING - CHARTER BOARD (3YR SUB)	7100310	1,000
LIABILITY INSURANCE-CHARTER BD	7100320	10,800
UNEMPLOYMENT TAXES	7200250	2,500
DISTRICT INDIRECT COST	7200790	2,500
SALARIES - ADMIN	7300100	165,000
SOC SEC/MEDICARE - ADMIN	7300220	11,475
WORKERS COMP - ADMIN	7300240	930
TRAVEL - ADMIN	7300330	1,800
EQUIPMENT RENTAL	7300360	3,100
POSTAGE & DELIVERY	7300370	2,450
OTHER PURCH SERVICES-ADMIN	7300390	12,000
SUPPLIES - ADMIN	7300510	7,600
FUNDRAISING SUPPLIES & EXPENSE	7300511	900
EQUIPMENT-ADMIN-NON CAP	7300642	650
DUES & FEES - ADMIN	7300730	550
DEPRECIATION EXPENSE-ADMIN	7300780	0
CONTRACTED SVCS - FISCAL	7500310	15,000
CONTRACTED SVCS - FOOD	7600390	0
SALARIES - BUS DRIVER	7800100	30,000
SS/MEDI - BUS DRIVER	7800220	2,230
WORKERS COMP - BUS DRIVER	7800240	180
INSURANCE - BUS	7800320	2,000
MAINTENANCE - BUS	7800350	8,500
CONT. SVCS. - TRANSPORTATION	7800390	1,000
FUEL - BUS	7800450	10,000
LOAN INTEREST - BUS	7800720	4,400
DEPRECIATION EXPENSE-TRANS.	7800780	0
BUILDING & LIABILITY INSURANCE	7900320	10,000
FACILITIES	7900360	198,000
COMMUNICATIONS	7900370	6,500
CONTRACTED SVCS - OPERATIONS	7900390	15,000
UTILITIES	7900400	3,500
SUPPLIES - OPERATIONS	7900510	3,500
MAINTENANCE OF PLANT	8100000	5,000
TRANS. TO CAPITAL PROJECTS FUND	9700930	
TOTAL EXPENSES		**951,725**
NET INCOME (LOSS)		**30,083**

Oasis Middle School
Charter School Renewal Summary Table **January 2023**

Area Reviewed	Compliance Indicators	Summary Notes and Recommendations
Curriculum & Instruction	2/14	Develop a detailed curriculum plan for all core subjects, including standards, learning objectives, progress monitoring, instructional materials, and highly effective instructional strategies. Utilize Reading certified teacher to provide Tier 3 Reading interventions. Plan for professional development on standards-based instruction and student engagement.
Assessment	10/10	All indicators were observed.
Finance & Operations	20/27	Concerns: Timeliness in reporting across the district. Urgency for compliance of contract renewal was not present. Losses reported in each month this year, decreasing the fund balance: July (15,974); August (15,028); September (48,522); October (21,407). Total loss for 4 months (110,931). Fund balance remaining 277,284, excluding capital funds. Decrease in FTE's from Survey 2 could affect the financial stability of Charter.
Safety & Security	23/25	Consider implementing a visitor management system that screens for sexual offenders.
ESE	9/9	Provide sample material from the teacher Professional Development day.
ESOL	7/7	Walked through many classrooms and ALL students were engaged. All ESOL paperwork is completed in a timely manner and students had access to heritage language dictionaries and glossaries.
Facilities	13/13	All documentation was presented for every indicator.
Food Service	11/11	Food Service program is in compliance.
Governance	10/14	Admission or dismissal must not be based on a student's academic performance. Multiple areas in need of improvement.
Human Resources	12/12	It is recommended that staff evaluations be filed with the personnel file of each employee. This has been the practice in the past as evidenced in the personnel files and should be continued.
Insurance	8/9	
Parent Communication	2/6	There is a lack of evidence that the school provides parents with sufficient information. Add information on the website; Incorporate a parent newsletter to inform parents of information.
Student Support Services	17/20	Ensure that all 504 plans are up to date and in compliance. Documentation was fragmented and many documents of evidence had to be produced when asked for rather than having them available to the reviewers.
Technology & Information Services	9/10	Ensure that all teacher grades are in FOCUS.
Title 1	7/8	Ensure the school is using effective methods for involving families, school staff, and other stakeholders in the development of Title I programs, budgets and parent and family engagement programs and that those efforts are documented sufficiently.
Transportation	26/27	Not prepared for renewal visit, multiple items in different places.

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Oasis Middle School

Reviewer: Flemming, Felix, Hocker, Wald, Platowski

Date of Visit: 12-9-22

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

CURRICULUM and INSTRUCTION			
Indicators	**Y**	**N**	**N/A**
Curriculum			
a. Evidence of a detailed curriculum plan that illustrates how students will be provided high quality instruction to attain the Sunshine State Standards (Provide a copy of plan.)		X	
b. Evidence that curriculum is aligned to B.E.S.T. standards.		X	
c. Evidence of learning goals and objectives including how goals will be evaluated to indicate academic improvement.		X	
d. Evidence of a research-based reading curriculum including differentiated strategies for students reading at, above, and below grade level.		X	
e. Evidence of an Intervention Plan for Tier 2/3 students as required by the state.		X	
f. Evidence that reading endorsement is required for instructional staff providing Tier 3 instruction.		X	
g. Evidence that there is a plan to evaluate the effectiveness of the curriculum program.		X	
Instruction			
a. Evidence that a highly qualified instructional staff is employed. (Copy of certificates)		X	
b. Evidence that the instructional staff receives training that will support the distinctive curriculum used at the charter school.		X	
c. Evidence that reading is the focus of the curriculum and that resources are provided to support the curriculum, including staff development.		X	

CURRICULUM and INSTRUCTION			
Indicators	**Y**	**N**	**N/A**
d. Evidence of an English Language Arts block structured to meet the needs of all learners.	X		
e. Evidence of additional instructional time for struggling readers as required by DOE.	X		
f. Documentation that all instructional activities are aligned to the Sunshine State Standards and are supportive of the distinctive curriculum.		X	
g. Classroom environment is reflective of the school's commitment to reading, such as classroom libraries.		X	

Additional Notes, Comments

- Small class sizes.
- Clear routines and procedures, students were obedient.
- Evidence of personal relationships and positive culture on campus.
- Reading and ELA contained detailed curriculum maps but there was no evidence of use of research-based materials or strategies.
- Science and Social Studies curriculum maps were present but not comprehensive.
- There were no curriculum maps for Mathematics and no evidence of B.E.S.T. Standards.
- Some learning goals were present for ELA, Reading, Science and Social Studies but not comprehensive.
- Core and supplemental instructional materials are unclear for all academic areas.
- It was observed that there were unsupervised students in various locations at various times during the visit.
- School was not prepared for the visit.
- There was a lockdown drill during curriculum team visit resulting in a delay in documentation review and communication with the principal.

Recommendations

- Develop a detailed curriculum plan for all core subjects, including standards, learning objectives, progress monitoring, instructional materials, and highly effective instructional strategies.
- Utilize Reading certified teacher to provide Tier 3 Reading interventions.
- Plan for professional development on standards-based instruction and student engagement.

2 indicators out of 14 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Oasis Middle School

Reviewer: Evan McCarthy and Jessica Kearbey

Date of Visit: 12/7/22

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

ASSESSMENT			
Indicators	**Y**	**N**	**N/A**
a. Description of method used to identify the educational strengths and needs of students	X		
b. Evidence of an accountability plan including a method for reporting the results to the charter school community. (Evaluation of educational program)	X		
c. Evidence of progress monitoring plan. (Copy of plan)	X		
d. Implementation of the district Student Progression Plan:	X		
1. Students participate in all age-appropriate district and state assessments. (Copy of School's testing calendar)	X		
2. Results are communicated to parents.	X		
3. Procedures are in place to report quarterly grades and mid-term progress to parents/guardians and students.	X		
4. Students performing below grade level in reading, writing, mathematics, or science are identified and provided remedial instruction.	X		
5. Procedures are in place for graduation, promotion, remediation, retention including a process for communicating to parents/guardians and students.	X		
6. Procedures are in place for conducting annual teacher evaluations, including observation of instruction, student	X		

growth ratings based on assessment data, and processes are in place for working with lower performing teachers.			
Assessment (continued)			

Additional Notes, Comments

All indicators were observed.

- Self-Reflection, Running Records, FSA writing assignments, FAST PM to form groupings
- 8th grade academic review and Data Walls to follow progress
- State and School Assessment Calendar included
- Follow district protocol for report cards
- Follow District Student Progression Plan
- Florida Consortium for Public Charter for Teacher Evaluation

Recommendations

10 indicators out of 10 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Oasis Middle School

Reviewer: Kathee Troiani

Date of Visit: December 7, 2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status

FINANCE AND OPERATIONS			
Indicators	**Y**	**N**	**N/A**
1. Budget Preparation			
a. Identify the person who is the financial contact for the day-to-day information.	X		
b. Evidence of an established budget planning process. Provide a copy of procedures or provide a narrative of the budget process.	X		
c. Evidence that estimates are reasonably accurate.		X	
d. Evidence that budget has been approved by Governing Board and amended as required to safeguard finances. Copy of minutes.	X		
e. Evidence that state accounting code structures or a compatible cross-walk accounting structure is used. (Copy of chart of accounts).	X		
2. Financial Accounting			
a. Evidence of fiscal accounting system for various funds – General, Special Revenue, Capital Outlay.	X		
b. Evidence that expenditures do not exceed available resources in each fund.	X		
c. Evidence of financial accounting policies and procedures. (Copy of and access to procedures manual.)	X		
d. Evidence that monthly financial statements filed timely with the District.	X		
e. Evidence that annual audit consistent with all current GASB pronouncements and submitted by the required date.		X	
f. Evidence that the independent auditor conducted an exit interview with the chair of the governing board and principal	X		

FINANCE AND OPERATIONS			
Indicators	**Y**	**N**	**N/A**
within seven (7) business days to report any findings if the audit reveals a deficit financial position. A final annual financial audit report shall be provided to the entire Governing Board, the District, and DOE, within 14 business days after the exit interview with the independent auditor.			
g. Evidence that the annual progress report includes documentation of charter school's financial status.		X	
h. Evidence that capital projects allocation expended in accordance with approved plan.		X	
i. Established system of accounting for fixed assets by funding source in accordance with Rules of the Auditor General 10.400 (Provide a copy of procedures or provide a narrative of the fixed asset accounting process.).	X		
j. Evidence of a property records inventory (Copy of report). 34 CFR 74.34(f) by funding source.		X	
k. Cost report data submitted to District by required date; due to the state on Sept. 11.	X		
l. Evidence of how records are stored and maintained.	X		
m. Evidence of internal controls.	X		
3. Grants Accounting (If applicable)			
a. Established grant accounting procedures. (Copy of or access to procedures manual) 34 CFR 74.21(b)(6), 34 CFR 76.530, 34 CFR 76.702, and OMB Circular A-110	X		
b. Grant application presented to District in a timely manner for appropriate signatures.		X	
c. Evidence that grant files are adequately maintained. (Access to grant files) i. Grant proposal ii. Correspondence to and from Finance iii. Expenditure records iv. Budget amendments v. Inventory list of equipment vi. Personnel logs 34 CFR 74.21(b)(6), 34 CFR 76.730, and OMB Circular A-110	X		
d. Evidence that grant files maintained three (3) years after the grant period ends. 34 CFR 74.53(b)	X		
e. Monthly FA399 reports submitted timely with appropriate documentation. 34 CFR 76.700, 34 CFR 76.722		X	
f. Submit a final FA399 within 30 days after the grant period ends.	X		
4. Financial Viability			

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

FINANCE AND OPERATIONS			
Indicators	**Y**	**N**	**N/A**
a. Maintained adequate cash flow to meet salary and benefit requirements.	X		
b. Met financial obligations to District and other vendors.	X		
c. Maintain an adequate fund balance.	X		

Additional Notes, Comments

Late submission of review documentation, due first of week (Monday). Dr. Hyer went to school on Wednesday morning regarding financial renewal documentation. Dr. Hyer was told it would be emailed right over. I went to facility approx. 10:30 still did not have documentation available. I left and requested information be sent by next morning. Documentation was received.

1c) 21-22 budgeted Fund balance of $456K actual was 264K, substantial difference. Nothing was supplied to support how budget was developed.

1d) Board Minutes state decrease in FTE's due to bus accident therefore decreasing budget numbers.

1e) Do not have revenue account for ESSER Grant – however reviewing grants no money has been drawn down.

2b) Do not record grants under special revenue fund on monthly reports.

2d) 22-23 the were late one time by one day.

2e) Annual report was due September 23, 2022, Received October 26, 2022

2g) 10/22 financials recorded a substantial loss general fund approx. 1/5 of the fund balance. Survey 2 numbers recorded an additional drop of 5 students or 45 students, decreasing FEFP by approx. $12,000 monthly.

2h) No approved plan provided only Audited financial Capital Asset documentation.

2i) Funding source not identified.

2m) Small School – minimal separation of duties at time of review, admin assistant vacancy limits separation of internal control even more.

3b) No evidenced provided only statement (without Signature). Followed up with District staff about timeliness of grant submission, all stated Oasis is never on time with Grants.

3c) Only provided statement, however during site visit was able to verify documentation.

3e) District staff indicates timeliness is a problem for Oasis. Statement made procedures and system are being implements but did not provide anything to support statement.

4a) The cash flow may become a problem if adjustments are not made to support decrease in number of students.

4b) Financial Statement provided from 6-22, Auditor did not identify any issue regarding financial obligations.

Recommendations

Areas of concern:

Timeliness in reporting across the district.

Urgency for compliance of contract renewal was not present.

Losses reported in each month this year = decreasing the fund balance

July (15,974); August (15,028); September (48,522); October (21,407)

Total loss for 4 months (110,931)

Fund balance remaining 277,284, excluding capital funds.

Decrease in FTE's from Survey 2 could affect the financial stability of Charter.

20 indicators out of 27 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Oasis Middle School

Reviewer: Pat Bartholomew & Sally Porter

Date of Visit: December 7, 2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

School Safety and Security Indicators	**Y**	**N**	**N/A**
1. Alyssa's Alert			
a. Evidence of compliance with Alyssa's Alert Testing collaboratively between the local school district, public safety agencies, and local public safety answering point- PSAP.	X		
b. Evidence that System testing was scheduled across all devices after system updates and conducted within Quarter 1.	X		
c. Evidence of a mobile panic alert system with an FDOE approved vendor, with signed contract.	X		
2. Active Assailant			
d. Evidence that the school has adopted a nationally recognized Active Assailant Response Plan and all personnel are trained annually.	X		
e. Evidence that the Florida Safe School Assessment Tool (FSSAT) has been completed.	X		
f. A copy of the Proposed Emergency Drills Schedule for the current school year.	X		
g. Evidence that two fire drills were completed within the first 30 days.	X		
h. Evidence that the school implements and promotes the use of **Fortify Florida** as evidenced by application on all mobile devices, bookmarked on all computer devices used by students; advertised on the school website; posted on the campus; included in newsletter and school publications.	X		

School Safety and Security Indicators	Y	N	N/A
i. Evidence the school conducts monthly Active Assailant Drills and proof that a Law Enforcement Officer is physically present and directly involved.	X		
j. Evidence of Monthly Threat Assessment Team Meetings including an administrator; mental health counselor; educator; and Sheriff's officer, Police Office or SRO are present in the meetings.	X		
k. Evidence the TAT team completed training through the Office of Safe Schools Staff and sent an employee through the train the trainer program.	X		
l. Evidence the Safe School Officer is present, at a minimum, during the school day when the school facility is open for instruction. A copy of the monthly attendance reporting is completed.	X		
3. Mental Health & Safe Schools			
m. Evidence the school has a Mental Health Plan on file.	X		
n. Evidence the faculty/staff received Mental Health Initial and Refresher training.	X		
o. Evidence that 80% of school-based personnel received MH awareness and assistance training or have a plan to train by end of school year.	X		
p. A copy of the Safe Schools Expenditures Worksheet detailing how Safe Schools funds were expended for the prior school year.	X		
q. A copy of the Safe Schools Policy and Safe Schools Funds form and provide the Charter School Website URL's and contact names on the form.	X		
r. Evidence that all student identification cards issued by the school to students in grades 6-12 must include the telephone numbers for national or statewide crisis and suicide hotlines and text lines.	X		
s. Evidence that the principal has all school persons responsible for SESIR information participate in the required training.		X	
t. Evidence that SESIR data is accurately and timely reported.		X	
u. Evidence that the school adopted a family reunification plan.	X		
v. Evidence that every classroom door is closed and locked with the ability to conceal occupancy when class is in session.	X		
4. Jeffrey Johnston Act			
w. Evidence that the school has implemented a bullying and harassment policy.	X		

School Safety and Security Indicators	Y	N	N/A
x. Evidence that an anti-bullying and harassment program is implemented in a manner that is ongoing throughout the school year; integrated with the school's curriculum; is evident in the school's discipline policies and other violence prevention efforts.	X		
5. Jessica Lunsford Act			
y. Evidence that there is a single point of entry with clear visitor screening procedures.	X		

Additional Notes, Comments

No evidence of staff being trained on SESIR at the time of site visit. Administration was directed to complete the training by going to the FLDOE single sign on access page or contact Skip Wilhoit in Student Services for assistance. SESIR Training completed on 1/17/2023.

Campus has not had any SESIR data to report.

Recommendations

Consider implementing a visitor management system that screens for sexual offenders.

23 indicators out of 25 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Oasis Middle School

Reviewer: Maribeth Mason & Sharon Rawls

Date of Visit: 12-06-2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

EXCEPTIONAL STUDENT EDUCATION (ESE)			
Indicators	**Y**	**N**	**N/A**
a. Procedures are in place and followed for determining eligibility and placement in the least restrictive environment and the provision of special education and related services to ESE students as set forth in the IDEA guidelines.	X		
b. IEPs are current *and* evidence that all staff have been informed of their specific responsibilities related to implementing the IEP.	X		
c. Personnel are trained in IEP development.	X		
d. Teachers have appropriate ESE certification	X		
e. Matrices are completed by District personnel.	X		
f. ESE education and related services are being delivered as indicated on the student's IEP.	X		
g. Required three year evaluations are completed on or before the due date.	X		
h. ESE students are receiving instruction at a level of rigor and relevance commensurate with the Florida State Standards. Evidence of material used.	X		
i. Evidence of the provision of services to gifted and talented students as indicated in students' EP's.	X		

(continued on next page)

EXCEPTIONAL STUDENT EDUCATION (ESE)	(continued)
Additional Notes, Comments Staff materials show involvement in the MTSS/RTI process and the continuation where necessary to ESE Services.	
Recommendations Provide sample material from the teacher Professional Development day.	

9 indicators out of 9 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Oasis Middle School

Reviewer: Debra Estes

Date of Visit: December 6, 2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

ENGLISH as a SECOND LANGUAGE (ESOL) STUDENTS			
Indicators	**Y**	**N**	**N/A**
a. The ESOL program meets all requirements to ensure compliance with the META Consent Decree.	X		
b. All ESOL documentation will be filed electronically in Project ELL.	X		
c. Documentation of all testing for eligible students is available in the electronic student file in Project ELL.	X		
d. ESOL strategies and accommodations are being provided as indicated on the student's ELL Plan and documented on teacher lesson plans.	X		
e. ESOL staff is appropriately endorsed. Out-of-field staff information is documented and shared with parents/families.	X		
f. ESOL students are receiving instruction at a level of rigor and relevance commensurate with the Florida Standards and at their level of English language proficiency as measured by ACCESS 2.0 for ELLs.	X		
g. Classroom environment supports language development (classroom labels, use of dictionaries and/or glossaries, visuals/anchor charts).	X		
Additional Notes, Comments Walked through many classrooms and ALL students were engaged. Love the small class sizes and the individual attention students were receiving. All ESOL paperwork is completed in a timely manner and students had access to heritage language dictionaries and glossaries.			
Recommendations			

7 indicators out of 7 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Oasis Middle School

Reviewer: Sally Porter

Date of Visit: 12/7/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

FACILITIES			
Indicators	**Y**	**N**	**N/A**
a. A copy of the initial Certificate of Occupancy issued by the Code Enforcement Department of jurisdiction is on file at the school and has been submitted to the district, including a copy to cover any renovations.	X		
b. A copy of each annual Fire Safety Inspection performed by the Fire Marshall of jurisdiction is on file at the school and submitted to the district.	X		
c. A copy of the semi-annual County Health Department sanitation inspection is on file at the school and submitted to the district, including standards for serving food and drinking water.	X		
d. A copy of the annual Elevator Inspection (if applicable) is on file at the school and has been submitted to the district.			X
e. A copy of the schedule for Evacuation and Fire Drills for each school year as required by the Fire Marshall of jurisdiction including the dates and comments of actual drills performed. Unannounced drills shall be performed a minimum of every other month. This documentation is on file at the school and has been submitted to the district. Any time remodeling or renovation occurs, an updated copy of the floor plans shall be available at the school and submitted to the district.	X		
f. A copy of the current building floor plans to scale indicating all rooms, corridors, doors, windows, and fire exits. All rooms shall be labeled with square footage noted and a fire exiting path shall be indicated for each occupied space. Any time remodeling or renovation occurs, an updated copy of the plan shall be available at the school.	X		

FACILITIES			
Indicators	**Y**	**N**	**N/A**
g. Evidence provided to the district that the facility is properly insured by the charter school entity.	X		
h. Evidence provided to the district that procedures are in place to manage and regulate hazardous materials.			X
i. Evidence provided to the district that procedures are in place to ensure the compliance with the Globally Harmonized System (GHS) labeling requirements for hazardous product used in the maintenance activities of each charter facility to be sure that products are properly labeled.	X		
j. Evidence provided to the district that provisions have been made for the proper maintenance and upkeep of school plants, so that students and staff may attend school without sanitary or physical hazards, and provide for the necessary heat, lights, water, power, and other supplies and utilities necessary for the operation of the school.	X		
k. Evidence provided to the district that records are kept showing that Resource Conservation and Recovery Act (40 CFR Part 243-Guidelines for the Storage and collection of Residential, Commercial and Institutional solid Waste) requirements for storage, transport, emergency contingency plans, employee training, and proper disposal are met.			X
l. Evidence provided to the district that fire sprinklers, fire alarms, fire extinguishers, and other safety equipment have been inspected and tested annually. (Copy of dated records)	X		
m. F.S. 1013.35 School District Educational Facilities Plan is due annually to DOE. Provide evidence that the following information must be reported to the district to complete the report: **1.** Location of charter: **6417 3RD Ave West, Bradenton, FL 34209** 2. Number of relocatables: **0** 3. Owner: **Oasis Middle School Inc** 4. Year started/scheduled: **2005** 5. Total number of student stations: **135** 6. Current student enrollment: **45** 7. Years in contract: **17** 8. Charter school projections	X		
Additional Notes, Comments All documentation was presented.			
Recommendations			

13 indicators out of 13 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Oasis Middle School

Reviewer: Shelley Deutschle

Date of Visit: December 5,2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

FOOD SERVICE			
Indicators	**Y**	**N**	**N/A**
a. Evidence of procedures and policies covering the administration and operation of the school food service program.	X		
b. Evidence that the Governing Board has adopted policies to provide for an appropriate food and nutrition program for students consistent with Federal and State law.	X		
c. Evidence that free and reduced meals are available for eligible students.	X		
d. Free and reduced lunch applications are current and on file. The students have been appropriately coded in the district data management system.	X		
e. The charter school has a current Wellness Policy approved by the Florida Department of Agriculture.	X		
f. The charter school is using menus approved by the Florida Department of Agriculture.	X		
g. Meals served meet guidelines for meal components and portions as defined by age/grade and comply with applicable USDA regulations.	X		
h. Procedures are in place to ensure that storage and handling of foods are appropriate to sanitation standards.	X		
i. Current operating permit from the Health Department is posted.	X		
j. Production records documenting menu items. Portion sizes, amount prepared and served are kept on a daily basis.	X		
k. Evidence that the charter school's non-profit Food Service account is account is in good standing	X		

(continued on next page)

FOOD SERVICE	(continued)
Additional Notes, Comments Food Service program is in compliance.	
Recommendations	

11 indicators out of 11 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Oasis Middle School

Reviewer: Dr. Valerie Hyer and Denise Brigg

Date of Visit: 12/07/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

GOVERNANCE			
Indicators	**Y**	**N**	**N/A**
1. The following essential documents are available, up-to-date, signed, dated, appropriately organized, readily accessible, and professionally presented in a notebook or file.			
a. Charter School application, contract, and any amendments.	X		
b. Incorporation papers with bylaws (Include renewals).	X		
c. Evidence that the Governing Board has completed the required Governance Training		X	
d. Evidence that the Governing Board has undergone background screening.	X		
e. Evidence of documentation informing parents how to register a complaint or place an item on the Governing Board Agenda.	X		
f. Evidence that parents are aware of how to contact the Governing Board.	X		
g. A set of documents organized chronologically containing Governing Board meeting announcements, meeting agendas (including citizen input) and meeting minutes (dated and signed). These items should be available upon request.	X		
h. Evidence of policies that have been adopted by the Governing Board. Each policy is dated, signed and adoption dates are included in minutes.		X	
i. Provide an organization chart for the school, including the relationship of the Board to the school's leadership.	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

GOVERNANCE			
Indicators	**Y**	**N**	**N/A**
j. Provide a list of current Board members. Provide a brief description of the person's background.	X		
2. Parents are informed about the procedures by which the charter school resolves disputes.	X		
3. Evidence of timely submission of the state required Annual Report indicating compliance in all areas or a corrective action plan for areas out of compliance.		X	
4. Description of the required qualifications of teachers and the strategies used to recruit, hire, train and retain qualified staff to achieve the best teaching and learning results.		X	
5. Evidence that the school's mission/vision is reflected in the school's climate.	X		

Additional Notes, Comments

c.-One board member is out of compliance by several months for training.
e.-It was difficult to find this on the website. In the letter about parent disputes the parents need to write a letter and then it is put on the board agenda, which could take months. The process is not easy for the parents and could be delayed due to protocol.
h.-This section does not have any documentation in the notebook.
i.-Your organizational chart lists Tammy Clark as the registrar, however, district support has A. Robles listed as the registrar.
3. The annual Audited report was late by over 30 days.
4. The list of what the school does is just a list. There is no evidence of a marketing plan, hiring events, social media, professional referrals, employee agencies, website advertising or partnerships.

It was noted that a policy "Academic Standing, Probation and Dismissal Policy" found on tables where renewal evidence was provided violates 1002.33(7)(a)(7), the enrollment procedures and dismissal procedures, including the school's code of student conduct. Admission or dismissal must not be based on a student's academic performance.

Recommendations

While on walks it was noted that doors have covers on them, door windows should be open with a blind that could be pulled down when needed.
It was noted that the Fortify FL app is not on the school's website home page as required by law.

10 indicators out of 14 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Oasis Middle School

Reviewer: Dr. Silvana Ianinska

Date of Visit: December 6, 2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

HUMAN RESOURCES			
Indicators	**Y**	**N**	**N/A**
a. Policies and procedures for the appointment, compensation, promotion, suspension and dismissal of employees are documented and approved by the Governing Board. (Evidenced in minutes.)	X		
b. All employees and Governing Board members have been fingerprinted and have Florida Department of Law Enforcement background screenings on file at the school. (1012.32, 1002.33 (12) (g))	X		
c. School policy for a drug-free workplace is kept on file.	X		
d. Evidence that job descriptions are on file for all employees, including the principal.	X		
e. Evidence of an employee agreement/contract is on file for each employee including the principal. The agreement should include salary, duties, and dates of employment.	X		
f. Evidence of teacher certification document kept in files.	X		
g. Evidence for licenses of professional staff: Speech/Language Pathologist, ~~Physical Therapist, Occupational Therapist~~ on file.	X		
h. Personnel files are maintained appropriately including copies or the following documents: social security card, driver's license, employment application, employment contract, references, official transcript, teaching certificate, license, evaluation, medical records, I-9 forms, W-4 payroll form, current year evaluation	X		

HUMAN RESOURCES			
Indicators	**Y**	**N**	**N/A**
i. Evidence of staff development opportunities including topic, date and list of participants.	X		
j. A complete list of charter school employees is on file, including name, address and phone number.	X		
k. Evidence of policies and procedures for sick leave/personal leave.	X		
l. Evidence that a policies and procedures manual is made available to personnel.	X		

Additional Notes, Comments

- For indicator (e) note that employment is at will, there is no contract but a hiring letter that includes salary, duties, and start date.
- For indicator (g) note that the school only uses Speech/Language Pathologist.

Recommendations:

- It is recommended that staff evaluations be filed with the personnel file of each employee. This has been the practice in the past as evidenced in the personnel files and should be continued.

12 indicators out of 12 met with compliance.

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Oasis Middle School

Reviewer: Bill Kelley, Risk Management

Date of Visit: Desk Review

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

INSURANCE			
Indicators	**Y**	**N**	**N/A**
a. Insurance policies are on file documenting active coverage with minimum limits as set forth in the charter contract.	X		
b. School Leaders-Errors & Omissions	X		
c. Commercial General Liability	X		
d. Workers' Compensation/Employers Liability	X		
e. Property Insurance (*including boiler and machinery coverage)*	X		
f. Benefits Administration Coverage (to provide employee benefits i.e. health, life)		X	
g. Automobile Liability Insurance	X		
h. Evidence that the certificates of insurance have been provided to the district office indicating the district as an additional insured.	X		
i. Liability limits of one million per occurrence and two million aggregate.	X		
Additional Notes, Comments			
Recommendations			

8 indicators out of 9 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Oasis Middle School

Reviewer: Dr. Valerie Hyer and Denise Brigg

Date of Visit: 12/7/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

SCHOOL-PARENT COMMUNICATION			
Indicators	**Y**	**N**	**N/A**
a. Evidence that the charter school provide parents with sufficient information related to student achievement.		X	
b. Describe method used to share accountability plan with parents.	X		
c. Evidence that qualifications of teachers have been communicated to parents. (Out-of-field letters)	X		
d. Evidence that school has a policy to keep parents informed of student progress, student programs, student attendance and the availability of academic assistance.		X	
e. Provide evidence that the charter school student has been provided an opportunity to participate in interscholastic extracurricular activity. (1002.33 (11))		X	
f. Provide a copy of the school's daily schedule, annual calendar, including number of days and hours of instruction.		X	

Additional Notes, Comments

There is a lack of evidence that the school provides parents with sufficient information about student achievement. It was noted that no calendar is available, PR and Report Card dates are listed on the website. No evidence of Progress Monitoring data dates or information. There is an email in the binder about 4H involvement, however 4H is not mentioned on the website, but Drama and FBLA are mentioned on the website but no evidence of those clubs at the school. Summer school information that was provided showed 29%, 11 out of 38 8th grade students from 2021-22 attended summer school.

It was noted that a policy "Academic Standing, Probation and Dismissal Policy" found on tables where renewal evidence was provided violates 1002.33(7)(a)(7), the enrollment procedures and dismissal procedures, including the school's code of student conduct. Admission or dismissal must not be based on a student's academic performance.

Recommendations

Add information on the website; Incorporate a parent newsletter to inform parents of information.

2 indicators out of 6 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Oasis Middle School

Reviewer: Bennett, Volkhardt-Rossnagle, Heffner, Kennedy, Miller

Date of Visit: 12/6/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

STUDENT SUPPORT SERVICES			
Indicators	**Y**	**N**	**N/A**
a. Clinic area is managed appropriately.	X		
b. Health services are managed appropriately, including the administering of medication. (Copy of Policy and Procedures)	X		
c. School has a Code of Student Conduct in use. (Copy of Code of Conduct and any Behavioral Contracts)	X		
d. Description of procedure for the dismissal of students. (Copy of procedures)	X		
e. Student records are appropriately managed, including an access log.	X		
f. Student cumulative records are stored appropriately.	X		
g. A copy of the semi-annual county Health Inspection is on file.	X		
h. Evidence of any community partnerships.	X		
i. Abuse Reporting (mandated) and documentation		X	
j. Documentation of Suicide Prevention training for staff (required)	X		
k. Evidence Manatee County Student Progression Plan is being followed.	X		
l. Evidence that Middle and High School courses meet NCAA requirements	X		
m. Evidence of Course Acceleration opportunities for students (FLVS, Dual Enrollment)	X		

STUDENT SUPPORT SERVICES (continued)			
Indicators	**Y**	**N**	**N/A**
n. Course Recovery options for Middle and High School students (required)	X		
o. Evidence of Character Education (required) and bullying prevention.		X	
p. Appropriate teachers/staff are aware of Section 504 plan accommodations for students.		X	
q. The school's annual Mental Health Plan (per SB7030) is available and being followed.	X		
r. In accordance with SB7030 MH reporting requirements related to mental health services are transferred at the time of student initial registration or transfer of student records.	X		
s. In accordance with SB 7030, the use of a behavioral threat assessment instrument developed by the OSS is in place.	X		
t. Upon student transfer to a different school, verification of any interventions services provided remain in place until the threat assessment team of the receiving school determines the need for intervention services.	X		

Additional Notes, Comments

b—Currently no medications are being administered.
i—The principal indicated that they follow the state abuse reporting law. Also reported that the documentation was collected on an incident report, but that report does not reflect a hotline report.
o—Bullying prevention is listed in their mental health plan, but there is no evidence of a specific character ed program that is offered on a regular basis.
p—Currently there are no 504 students in the school, according to the Principal, however there are two 504 Students.
t—Follows district procedures, but no specific incidences of threat.

Recommendations

Ensure that all 504 plans are up to date and in compliance.

Documentation was fragmented and many documents of evidence had to be produced when asked for rather than having them available to the reviewers.

17 indicators out of 20 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Oasis Middle School

Reviewer: Black, Sauer, Schrier, Sandelis, Slaff

Date of Visit: 12/8/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

TECHNOLOGY AND INFORMATION SERVICES (TIS) PLANNING AND ACCOUNTABILITY			
Indicators	**Y**	**N**	**N/A**
a. Attendance records are on file to verify students in attendance during the October and February DOE FTE survey weeks.	X		
b. Signed original documentation for DOE FTE is submitted to the Student Information Systems Department.	X		
c. School has sufficient equipment and trained personnel sufficient to fulfill data management requirements.	X		
d. Evidence that an active FTE team is functioning to monitor the FTE process.	X		
e. Daily automated student system is maintained such that new data, missing data, and data requiring updates are handled in a prompt and timely manner.		X	
f. Staff responsible for data management attends the regularly scheduled district training to ensure accuracy of data.	X		
g. Technology and Internet Safety Policy for SDMC is followed, ensuring that student technology educational experiences are consistent with the goals of SDMC.	X		
h. Technology equipment is compatible with district equipment.	X		
i. Evidence that staffing information is appropriately reported in the student data system.	X		
j. Evidence that students have access to technology.	X		

(continued on next page)

TECHNOLOGY AND INFORMATION SERVICES (TIS) PLANNING AND ACCOUNTABILITY	(continued)
Additional Notes, Comments 12/8/2022-Indicator E - Grades missing for at least two teachers over two periods of the day. 12/14/2022-Indicator E - Emailed about FTE Box and Missing Grades.	
Recommendations	

9 indicators out of 10 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Oasis Middle School

Reviewer: Erin Buckley & Megan Johnson

Date of Visit: 12/5/22

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.
NO – Necessary information and/or evidence of documentation incomplete or is not in place.
N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

TITLE I COMPLIANCE			
Indicators	**YES**	**NO**	**N/A**
a. Evidence of the completion, implementation, and monitoring of the Title I Schoolwide school component assurances including the Comprehensive Needs Assessment and Title I Plan/SIP.	X		
b. Documentation of instructional strategies that strengthen the academic program and address the needs of all students, including those failing or at risk of failing.	X		
c. Evidence the Title I Parent and Family Engagement Plan is jointly developed with stakeholders and implemented as written.	X		
d. Evidence the school involves the parents and families in planning, reviewing, and improvement of Title I programs, including involvement in decision making on how Title I funds will be used.	X		
e. Evidence that instructional staff meets the state certification requirements.	X		
f. Documentation of labeled inventory and a tracking process for the any equipment or other desirable items purchased with Title I dollars.	X		
g. Timely and regular completion of the DOE399 process for reimbursement (monthly).		X	
h. Retention of Title I documentation for monitoring and auditing purposes (must be kept on site for a period of five (5) years).	X		
Additional Notes, Comments A. The Title I Crate, where Title I documentation is submitted, is up to date for the 22-23 school year. Any requested revisions have been made in a timely manner.			

B. Small group and whole group instruction was observed during the visit. The school uses remote instruction to support some of its small groups. Collaborative procedures were used in both whole-group settings. High-yield strategies, as described in the Learning Focus Schools framework were explicitly taught and used. (Professional development and monitored implementation of LFS strategies is a key component of the school's SIP.) For example, one lesson used engaging content to teach the standards as a group with scaffolding and multiple opportunities to practice. The teacher frequently checked for understanding of all student and used pairs of students to check for understanding as well. Students had the opportunity to listen, talk and write about their learning. Students then went on to practice the standards individually on books of their choice. Students were quite comfortable using the language of learning and used and followed non-verbal cues, seamlessly. It was clear that there is culture of respect between students and students and teachers at Oasis. This level of respect can only be the result SEL explicit instruction, which is one of the goals in the SIP. Observers spoke with one of the staff that supports the MTSS process. She shared the MTSS data notebooks where goals and progress on interventions are recorded. Students who do not reach 80% on a skill/standard, are retaught. Class sizes are small which facilitates differentiation to meet students needs. Student awards are posted on walls to celebrate student success and hard work. The SIP indicates students are taught to understand their data and to set and monitor individual goals for growth. C. Oasis' family engagement activities are more individualized than other schools. Building parental capacity to support students at home, use technology, and understand the State's Academic standards and assessments is done in small groups or during individual parent meetings. Student progress is also shared in this manner. Involving stakeholders in the development of the Title I Plan, budget, and the Parent and Family Engagement Plan is, at least partially, done during these small meetings. This unique format requires different methods of documentation. The school works closely with the Title I staff to determine how to document parent participation. At times, this is done with parent feedback forms, small group meeting agendas, and logs of conversations and meetings that are held in-			

person, on the phone or even in web-based meetings. These processes and procedures for involving stakeholders are evolving and improving with technical assistance from the Title I department. D. See response to C. E. Oasis shared the teaching certificates for its teachers and the Out-of-Field letter that is shared with parents twice a year. F. There are no recent Title I, Part A funded equipment or materials to inventory. Old devices that were purchased with Title I funds are tracked, however the Title I team advised Mrs. Baily to reach out to Brittany Johnson to dispose of out-of-date devices through the district's surplus procedure. The review team confirmed that equipment purchased with ESSER or other federal emergency funds are tracked as well. G. As of 12/5/22, DOE399s have not been submitted for FY2022. A budget amendment is required so that funds can be moved into the correct function prior to submitting reimbursement requests. Timely and regular completion of the DOE399 process is a challenge for Oasis each year. H. Many of the required documents, or samples, for Title I, Part A are stored electronically in the Title I Crate, however the school is responsible for maintaining paper records for 5 years. The Oasis team keeps documentation in binders during the current year and ultimately those are transferred to a filing cabinet in the principal's office.			
Recommendations: 1. Continue timely consultation with the Title I Office to ensure that the school is using effective methods for involving families, school staff, and other stakeholders in the development of Title I programs, budgets and parent and family engagement programs and that those efforts are documented sufficiently. 2. Submit a request for a budget revision immediately so that the budget can be revised. Submit DOE399s for July – November immediately after the budget revision is complete. Moving forward submit DOE399s each month.			

7 indicators out of 8 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Oasis Middle School

Reviewer: J. Warrington & L. Ottinger

Date of Visit: 12-6-2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.
NO – Necessary information and/or evidence of documentation incomplete or is not in place.
N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

TRANSPORTATION			
Indicators	**Y**	**N**	**N/A or Monitored by SDMC**
1) Evidence that transportation is provided consistent with Florida Statute 1006, 1012.45, and Florida Administrative Code 6A-3.			X
a) For Each Driver:			
i) CDL with P & S endorsements and no air brake restrictions			X
ii) Driving Record Reviews found in State System (Auto)			X
(1) Annually, before the first day of the fall semester			X
(2) Weekly Updates			X
iii) Annual Dexterity on file (with District)			X
iv) Current Medical Card on File			X
v) Random Drug testing is occurring quarterly (by District)			X
vi) 40-hour Training Certification on file (FDOE Curriculum)			X
vii) Annual 8 hours in-service on file			X
viii) Current CPR/First Aid Card (by 11.1.2020 for existing drivers/assistants)			X
b) Daily Pre-trip inspections on file for all buses used			X
i) All buses used were in service			X

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

TRANSPORTATION			
Indicators	Y	N	N/A or Monitored by SDMC
c) Required 30-day bus safety inspections	X		
d) Bus evacuation drills (first 6 weeks of semester 1 & 2)	X		
e) Safe operator plan		X	
f) Policy prohibiting the use of cell phones/wireless devices while operating a school bus	X		
g) Instruction about safe practices for all riders during the first 6 weeks of school	X		
h) Parents notified in writing of their responsibilities and related school policies	X		
2) Route information for all students transported by school bus on file.	X		
3) Evidence of contract information relevant to any situation where a parent or other driver is providing transportation services.			X
4) Evidence that any vehicle owned or leased by the school and used to transport students is certified and properly insured.	X		
5) Copy of contract for student transportation is on file.			X
6) Evidence of policy and procedures to enforce high standards for student conduct on school buses.	X		
7) Spare bus(es) back-up plan in the event a bus is out of service.	X		
8) Accident procedures are on file.	X		
9) Evidence that transportation is not a barrier to equal access to the charter program.	X		
Additional Notes, Comments School has a prospective driver that is currently in the SDMC training class. Using mini vans to conduct 2-3 trips to/from school. Not prepared for renewal visit, multiple items in different places.			
Recommendations			

26 indicators out of 27 met with compliance

Oasis Middle School

6417 3rd Ave. West Bradenton, FL 34209 | (941) 749-1979 | http://oasismiddleschool.org
Grades 6-8 | Enrollment 45 | Columbia Univ Reading & Writing Project / FBLA / Drama | Principal – Edna Bailey

School Information			
Management Company	No	**High Performing Status**	No
Title I	Yes	**Accredited**	No
Board Chair	Martin O'Brien	**Contract Term**	2018-2023
Year Open	2006	**Grades Served**	6-8

Enrollment			
Demographics	**2019-20**	**2020-21**	**2021-22**
Total Enrollment	119	102	74
% Free and Reduced Lunch Program (FRLP)	71%	69%	100%
% Students with Disabilities (SWD)	20%	22%	21%
% English Language Learners (ELL)	33%	32%	28%
% Black	*	12%	0%
% White	21%	19%	27%
% Hispanic	70%	66%	59%
% Other	*	*	*

Academic Performance			
Indicators	**2019-20**	**2020-21**	**2021-22**
FLDOE School Accountability Grade	B	(B) 90% tested	A
English Language Arts: % Proficiency		50%	52%
English Language Arts: % Learning Gains		72%	59%
Mathematics: % Proficiency		47%	47%
Mathematics: % Learning Gains		53%	67%
Middle School Acceleration and College/Career Readiness	N/A	-	No Data
Graduation Rate	N/A	N/A	N/A
Corrective Action (Yes/No)	No	No	No
Has Met Contract Performance Goals (Yes/No)	Yes	Yes	Yes

Operational Compliance and Governance			
Compliance Monitoring	**2019-20**	**2020-21**	**2021-22**
Charters.Link	79%	85%	85%
The Compliance Rating is based on the timeliness and completeness of the school's compliance with the charter contract, certain local, state and federal legal requirements, and directives/regulations issued by the FLDOE or similar jurisdictional agencies as calculated by the District's online charter school compliance system.			

Financial Performance			
Financial Performance Indicators	**2019-20**	**2020-21**	**2021-22**
Annual Revenue	$1,150,452	$1,210,756	$781,048
Expenditures	$965,424	$908,726	$925,280
Fund Balance	$107,091	$409,121	$264,889
Financial Deteriorating Condition (Yes/No)	Yes	No	No
Financial Corrective Action (Yes/No)	Yes	No	No

This document is a tool intended to inform stakeholders of a charter school's overall profile and not as a scored performance framework. A performance framework is a group of scored metrics that result in overall ratings. A school profile is a collection of critical but unscored information and/or metrics about a school that can be widely shared alongside the rating of a school's performance and quality.

ELA FAST PM1 and PM2 Charter Schools

Grade 6

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	38%	24%	18%	15%	5%	36%	24%	18%	16%	6%	-2%	0%	0%	1%	1%
District	36%	25%	19%	15%	5%	38%	23%	19%	15%	5%	2%	-2%	0%	0%	0%
2122-Oasis Middle	50%	30%	10%	10%	0%	50%	20%	10%	20%	0%	0%	-10%	0%	10%	0%

Grade 7

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	43%	23%	18%	12%	5%	39%	22%	19%	13%	7%	-4%	-1%	1%	1%	2%
District	45%	23%	17%	11%	4%	44%	23%	17%	11%	5%	-1%	0%	0%	0%	1%
2122-Oasis Middle	33%	33%	27%	7%	0%	13%	44%	31%	6%	6%	-20%	11%	4%	-1%	6%

Grade 8

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	46%	21%	17%	10%	5%	44%	20%	18%	11%	7%	-2%	-1%	1%	1%	2%
District	46%	22%	18%	9%	5%	47%	21%	17%	10%	5%	1%	-1%	-1%	1%	0%
2122-Oasis Middle	22%	28%	44%	0%	6%	28%	17%	44%	6%	6%	6%	-11%	0%	6%	0%

MATH FAST PM1 and PM2 Charter Schools

Grade 6

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	54%	27%	14%	4%	0%	35%	28%	23%	11%	2%	-19%	1%	9%	7%	2%
District	44%	29%	19%	8%	0%	29%	29%	25%	14%	2%	-15%	0%	6%	6%	2%
2122-Oasis Middle	50%	30%	10%	10%	0%	50%	20%	20%	10%	0%	0%	-10%	10%	0%	0%

Grade 7

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	56%	25%	16%	3%	1%	42%	27%	22%	7%	2%	-14%	2%	6%	4%	1%
District	49%	26%	20%	4%	0%	34%	26%	28%	10%	1%	-15%	0%	8%	6%	1%
2122-Oasis Middle	47%	33%	20%	0%	0%	38%	25%	19%	19%	0%	-9%	-8%	-1%	19%	0%

Grade 8

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	66%	22%	10%	2%	0%	43%	22%	23%	8%	3%	-23%	0%	13%	6%	3%
District	80%	15%	4%	1%	0%	55%	23%	16%	4%	2%	-25%	8%	12%	3%	2%
2122-Oasis Middle	67%	17%	6%	6%	6%	86%	14%	0%	0%	0%	19%	-3%	-6%	-6%	-6%

Compliance Report As Of 01/27/2023

Oasis Middle School



Compliance Score

Compliance Score		
Category	All History	This Year
How many items were due up until today:	284	80
How many items are currently over due:	2	2
How many items which are currently done were handed in late:	171	46
What is the average number of times an item was submitted before being approved:	1.20	1.14
Total Score		84
Compliance Grade		B

Compliance Score Calculation

Calculations					
Category	District Weight	History		Current Year	
		Calc	Weight	Calc	Weight
Up To Date	100	282 / 284 = 0.99	99.30	78 / 80 = 0.98	97.50
Past On Time	35	113 / 284 = 0.40	13.93	34 / 80 = 0.43	14.88
Repeated Submissions	15	1 / 1.1957 = 0.84	12.54	1 / 1.1410 = 0.88	13.15
Total	150		125.77		125.52
Percentage of Possible			83.84		83.68
District Weighting of Current / Past			25%		75%
Weighted Annual Score			20.92		62.76
Final Score			83.72		

Assigned Submission Items

Oasis Middle School

Due Date	Title	Submitted On	Submitted By	Completed On	# Submits	Handed In
07/10/2022	Monthly Bus Inspections	07/07/2022	T. Von Wood	07/11/2022	1	3 days early
07/20/2022	Monthly Financial Statements	07/21/2022	E. Bailey	07/28/2022	1	1 days late
07/30/2022	Governing Board Meeting Minutes and Agendas	08/16/2022	E. Bailey	10/04/2022	1	17 days late
08/01/2022	Alyssa's Law Compliance	08/01/2022	E. Bailey	09/07/2022	1	0 days late
08/01/2022	Annual Cost Accounting Report	08/16/2022	E. Bailey	08/26/2022	2	15 days late
08/01/2022	Annual Unaudited Financial Report	08/01/2022	E. Bailey	08/30/2022	1	0 days late
08/01/2022	Automotive Insurance	08/01/2022	E. Bailey	08/12/2022	1	0 days late
08/01/2022	Charter School Annual Assurances	08/01/2022	E. Bailey	08/12/2022	1	0 days late
08/01/2022	Comprehensive Emergency Response Plan	09/11/2022	E. Bailey	09/14/2022	2	41 days late
08/01/2022	CPR Cards / First Aid Training Certificates	08/05/2022	E. Bailey	08/31/2022	1	4 days late
08/01/2022	Emergency Drills Schedule TEMPLATE - PROPOSED Drills for the year	08/16/2022	E. Bailey	08/18/2022	2	15 days late
08/01/2022	ESE, 504 and ELL Program Structures FORM	08/01/2022	E. Bailey	09/07/2022	1	0 days late
08/01/2022	Fire Inspection	08/05/2022	E. Bailey	08/12/2022	1	4 days late
08/01/2022	Food Service Plan / Contract	08/01/2022	E. Bailey	08/12/2022	1	0 days late
08/01/2022	Fortify Florida Compliance	09/11/2022	E. Bailey	09/14/2022	2	41 days late
08/01/2022	General Commercial Liability Insurance	08/01/2022	E. Bailey	08/12/2022	1	0 days late
08/01/2022	Governing Board Meeting Schedule TEMPLATE	09/13/2022	E. Bailey	09/14/2022	1	43 days late
08/01/2022	Governing Board Member Required Initial/Refresher Governance Training & Fingerprint Clearance Letters	09/11/2022	E. Bailey	09/14/2022	1	41 days late
08/01/2022	Governing Board Members and Officers TEMPLATE	08/05/2022	E. Bailey	08/18/2022	1	4 days late
08/01/2022	Health & Safety Inspection	08/05/2022	E. Bailey	08/12/2022	1	4 days late
08/01/2022	Parent Contract	08/05/2022	E. Bailey	08/15/2022	1	4 days late
08/01/2022	Professional Liability/Errors & Omissions/Directors & Officers Insurance	08/02/2022	E. Bailey	08/12/2022	1	1 days late
08/01/2022	Property Insurance	08/01/2022	E. Bailey	08/12/2022	1	0 days late
08/01/2022	Reading Remediation Plan	08/27/2022	E. Bailey	09/07/2022	1	26 days late
08/01/2022	Record of Grants Received	10/15/2022	E. Bailey	10/24/2022	1	75 days late
08/01/2022	Retained Services of Audit Firm	08/02/2022	E. Bailey	09/07/2022	1	1 days late
08/01/2022	Safe School Officer Monthly Attendance Reporting	09/06/2022	E. Bailey	09/07/2022	1	36 days late
08/01/2022	Safe Schools Policy and Safe Schools Funds FORM	09/18/2022	E. Bailey	09/19/2022	1	48 days late
08/01/2022	Secondary Insurance for Student Athletes	08/01/2022	E. Bailey	08/12/2022	1	0 days late
08/01/2022	Transportation Plan / Contract	08/27/2022	E. Bailey	08/30/2022	1	26 days late
08/01/2022	Updated Budget	09/13/2022	E. Bailey	09/14/2022	1	43 days late
08/01/2022	Website URLs TEMPLATE	09/18/2022	E. Bailey	10/11/2022	1	48 days late
08/01/2022	Workers Comp and Employers Liability Insurance	08/02/2022	E. Bailey	08/18/2022	1	1 days late
08/01/2022	Written Policies on the Care of Ill and Injured Students	08/05/2022	E. Bailey	08/18/2022	1	4 days late
08/10/2022	Monthly Bus Inspections	09/11/2022	E. Bailey	10/12/2022	1	32 days late
08/20/2022	Monthly Financial Statements	08/20/2022	E. Bailey	09/07/2022	1	0 days late
08/30/2022	Monthly Active Assailant Drills	09/13/2022	E. Bailey	09/14/2022	1	14 days late
08/30/2022	Monthly Threat Assessment Team Meetings	09/13/2022	E. Bailey	09/14/2022	1	14 days late
09/01/2022	Current Personnel Roster (September)	10/16/2022	E. Bailey	10/26/2022	2	45 days late
09/01/2022	Safe School Officer Monthly Attendance Reporting	09/02/2022	E. Bailey	09/07/2022	1	1 days late
09/09/2022	Compliance to Class Size, Controlled Open Enrollment & Enrollment Processes					PAST DUE
09/10/2022	Charter Schools Student Code of Conduct (if different from SDMC)	09/18/2022	E. Bailey	09/19/2022	1	8 days late
09/10/2022	Copy of Student / Parent Handbook (or School Policies for Students and Parents)	09/11/2022	E. Bailey	09/14/2022	1	1 days late
09/10/2022	Monthly Bus Inspections	09/11/2022	E. Bailey	10/12/2022	1	1 days late
09/10/2022	School Improvement Plan	09/19/2022	E. Bailey	10/05/2022	1	9 days late
09/10/2022	Student Progression Plan	09/18/2022	E. Bailey	09/19/2022	1	8 days late
09/20/2022	Fall Bus Evacuation Drills	09/20/2022	E. Bailey	10/12/2022	1	0 days late
09/20/2022	Monthly Financial Statements	09/20/2022	E. Bailey	10/05/2022	1	0 days late
09/23/2022	Annual Audited Financial Report	10/29/2022	E. Bailey	10/31/2022	1	36 days late
09/30/2022	Florida Teachers Classroom Supply Assistance Program	10/01/2022	E. Bailey	10/05/2022	1	1 days late
09/30/2022	Monthly Active Assailant Drills	09/30/2022	E. Bailey	10/05/2022	2	0 days late
09/30/2022	Monthly Threat Assessment Team Meetings	09/26/2022	E. Bailey	10/05/2022	1	4 days early
09/30/2022	Proposed Mental Health Initial & Refresher Training for Charter School Staff	10/11/2022	E. Bailey	10/11/2022	1	11 days late
10/01/2022	Annual Active Assailant Staff Training - Alyssa's Alert	10/01/2022	E. Bailey	10/05/2022	1	0 days late
10/01/2022	Completion of FSSAT	09/18/2022	E. Bailey	10/05/2022	1	13 days early
10/01/2022	Out of Field Letters (October)	10/12/2022	E. Bailey	10/12/2022	1	11 days late
10/01/2022	Safe School Officer Monthly Attendance Reporting	10/05/2022	E. Bailey	10/11/2022	2	4 days late
10/01/2022	Teacher Salary Increase Allocation Distribution Plan - Board Approval	10/01/2022	E. Bailey	10/05/2022	1	0 days late
10/10/2022	Monthly Bus Inspections	10/10/2022	E. Bailey	10/12/2022	1	0 days late
10/15/2022	Annual Student Achievement Goals FORM	10/15/2022	E. Bailey	12/15/2022	1	0 days late
10/20/2022	Monthly Financial Statements	10/20/2022	E. Bailey	10/24/2022	1	0 days late

Due Date	Title	Submitted On	Submitted By	Completed On	# Submits	Handed In
10/30/2022	Governing Board Meeting Minutes and Agendas	12/18/2022	E. Bailey	12/20/2022	2	49 days late
10/30/2022	Monthly Active Assailant Drills	10/26/2022	E. Bailey	10/28/2022	2	4 days early
10/31/2022	Monthly Threat Assessment Team Meetings	10/25/2022	E. Bailey	10/26/2022	1	6 days early
11/01/2022	Safe School Officer Monthly Attendance Reporting	11/01/2022	E. Bailey	11/16/2022	1	0 days late
11/10/2022	Monthly Bus Inspections	11/23/2022	E. Bailey	12/08/2022	1	13 days late
11/20/2022	Monthly Financial Statements	11/23/2022	E. Bailey	11/30/2022	1	3 days late
11/30/2022	Monthly Active Assailant Drills	11/29/2022	E. Bailey	11/30/2022	1	1 days early
11/30/2022	Monthly Threat Assessment Team Meetings	11/29/2022	E. Bailey	11/30/2022	1	1 days early
12/01/2022	Health Services and Records FORM	12/01/2022	E. Bailey	12/07/2022	1	0 days late
12/01/2022	Safe School Officer Monthly Attendance Reporting	12/01/2022	E. Bailey	12/07/2022	1	0 days late
12/01/2022	Safe Schools Expenditures Survey (FDOE)	11/01/2022	E. Bailey	11/03/2022	3	30 days early
12/01/2022	Safe Schools Expenditures Survey (FDOE)	10/27/2022	E. Bailey	11/03/2022	1	35 days early
12/10/2022	Monthly Bus Inspections	12/11/2022	E. Bailey	01/10/2023	1	1 days late
12/20/2022	Monthly Financial Statements	12/19/2022	E. Bailey	12/20/2022	1	1 days early
12/30/2022	Monthly Active Assailant Drills	01/04/2023	E. Bailey	01/09/2023	1	5 days late
12/30/2022	Monthly Threat Assessment Team Meetings	01/04/2023	E. Bailey	01/09/2023	1	5 days late
01/01/2023	Safe School Officer Monthly Attendance Reporting	01/06/2023	E. Bailey	01/09/2023	1	5 days late
01/10/2023	Monthly Bus Inspections					PAST DUE
01/20/2023	Monthly Financial Statements	01/20/2023	E. Bailey	01/23/2023	1	0 days late

Board Roster

Oasis Middle School

No board meetings have been set up in the system for this time period.

Board Members

Martin O'Brien 2912 East Mark Drive Sarasota, FL 34232 Office: (941) 928-2267 Mobile: (941) 928-2267 obrienpros@aol.com	Charles Williams 4305 17th Street East Ellenton, FL 34222 Office: (941) 812-2195 Mobile: (941) 812-2195 pastor.kingofkings@gmail.com	Carla Green 5218 20th Street West Bradenton, FL 34203 Mobile: (941) 812-2931 Home: (941) 812-2931 peanut14buddy@yahoo.com

Oasis Middle School

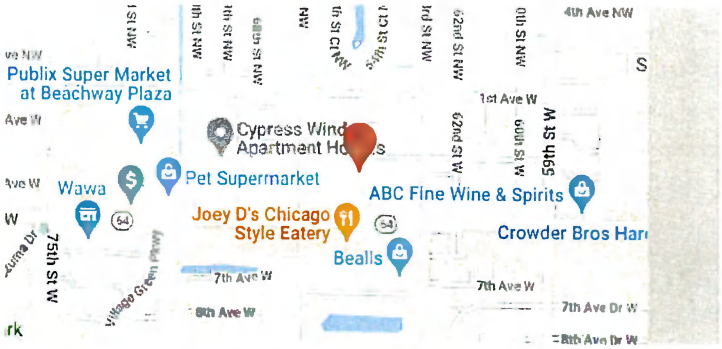
State Data

The following information is obtained from state data sources.
This data has not been uploaded by the school directly.

6417 3rd Ave W
Bradenton, Fl 34209-2314

Phone: (941) 749-1979
Fax: (941) 714-7333

Website:

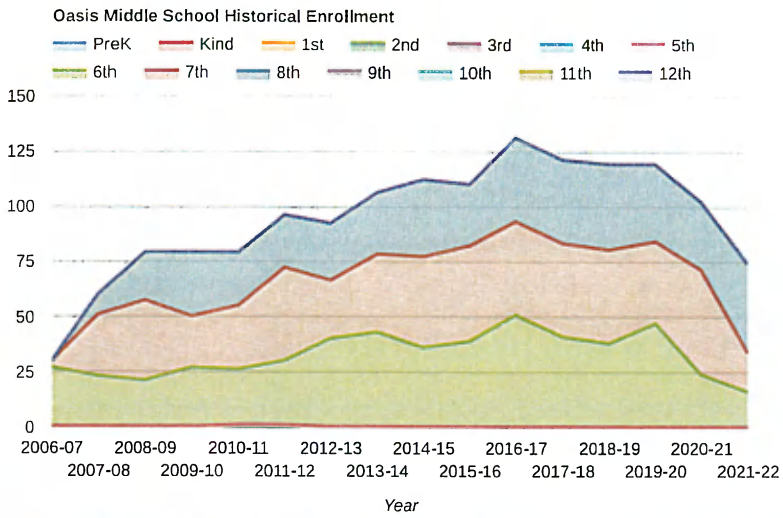


Principal's Name	Edna Bailey
State ID Number	41-2122
Federal ID Number	7193
Charter School Status	Regular charter school (under s. 1002.33, F.S.)
Charter School Opened	2006
Type of School	Middle / Jr. High
Primary Service Type	Regular Education
Grade Levels Served	6-8

School Grades

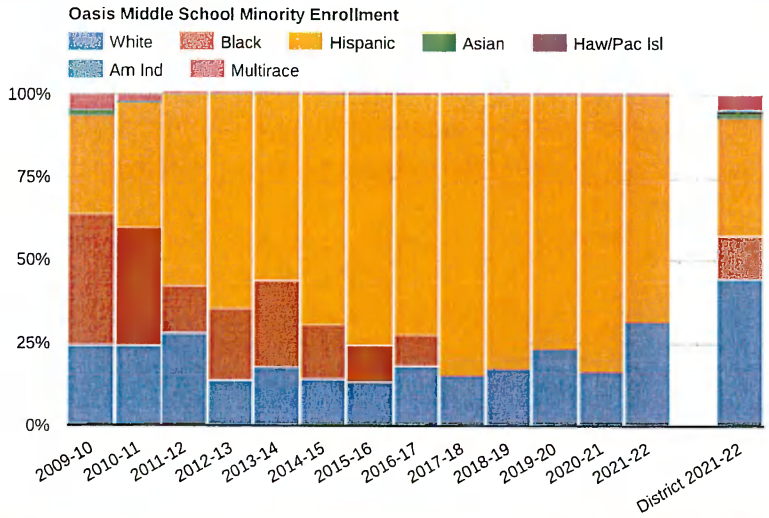
2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2020-21	2021-22
A	D	C	D	A	B	I	C	C	B	B	-	A

Enrollment Data



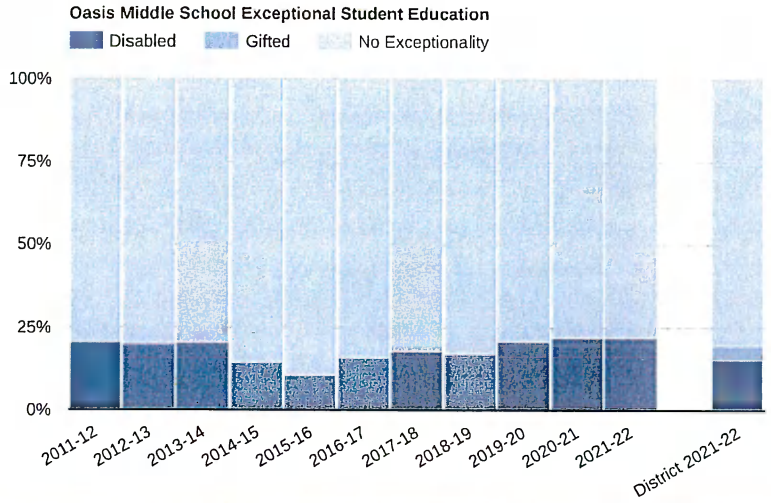
Year	PreK	6th	7th	8th	Total
2006-07		27	3		30
2007-08		23	28	9	60
2008-09		21	36	22	79
2009-10		27	23	29	79
2010-11	1	25	29	24	79
2011-12	1	29	42	24	96
2012-13		40	26	26	92
2013-14		43	35	28	106
2014-15		36	41	35	112
2015-16		39	43	28	110
2016-17		51	42	38	131
2017-18		41	42	38	121
2018-19		38	42	39	119
2019-20		47	37	35	119
2020-21		24	47	31	102
2021-22		16	18	40	74

Minority Enrollment



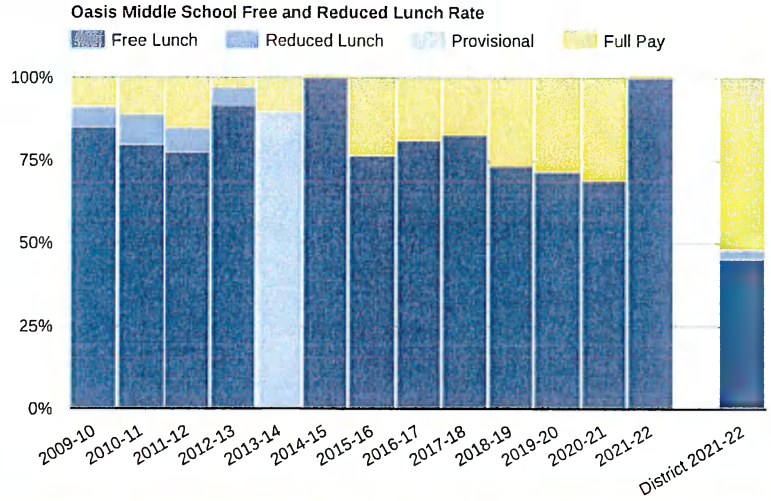
Year	White	Black	Hispanic	Asian	Haw/Pac Isl	Am Ind	Multirace	Percent Minority	District Minority
2009-10	19	31	24	1	0	0	4	76.0%	46.1%
2010-11	19	28	30	0	0	0	2	76.0%	47.2%
2011-12	25	13	53	0	0	0	0	72.5%	47.9%
2012-13	10	16	48	0	0	0	0	86.5%	49.1%
2013-14	18	27	58	0	0	0	0	79.8%	49.1%
2014-15	15	18	77	0	0	0	0	83.3%	50.4%
2015-16	14	12	82	0	0	0	0	82.9%	52.1%
2016-17	22	11	89	0	0	0	0	83.2%	
2017-18	14	0	79	0	0	0	0	88.4%	53.5%
2018-19	16	0	77	0	0	0	0	86.6%	54.3%
2019-20	25	0	83	0	0	0	0	79.0%	55.2%
2020-21	13	0	67	0	0	0	0	87.3%	55.6%
2021-22	20	0	44	0	0	0	0	68.8%	55.5%

Exceptional Student Education



Year	Disabled Students	Percent Disabled	Gifted Students	Percent Gifted	District % Disabled	District % Gifted
2011-12	19	19.8%	0	0.0%	21.2%	6.3%
2012-13	18	19.6%	0	0.0%	20.5%	7.0%
2013-14	21	19.8%	0	0.0%	15.7%	6.0%
2014-15	16	14.3%	0	0.0%	15.4%	5.6%
2015-16	11	10.0%	0	0.0%	15.5%	5.6%
2016-17	20	15.3%	0	0.0%	16.3%	5.7%
2017-18	21	17.4%	0	0.0%	15.5%	5.4%
2018-19	20	16.8%	0	0.0%	15.4%	5.3%
2019-20	24	20.2%	0	0.0%	15.6%	5.1%
2020-21	22	21.6%	0	0.0%	15.6%	4.8%
2021-22	16	21.6%	0	0.0%	15.2%	4.5%

Free and Reduced Lunch Status

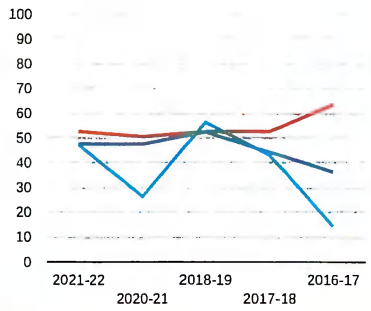


Year	Free Lunch	Reduced Lunch	Percent FRL	District Percent FRL
2009-10	67	5	91.14	51.81
2010-11	63	7	88.61	53.79
2011-12	74	7	84.38	54.57
2012-13	84	5	96.74	
2013-14	0	0	0.00	5.53
2014-15	112	0	100.00	31.65
2015-16	84	0	76.36	54.65
2016-17	106	0	80.92	56.04
2017-18	100	0	82.64	56.70
2018-19	87	0	73.11	53.08
2019-20	85	0	71.43	51.13
2020-21	70	0	68.63	54.61
2021-22	74	0	100.00	48.00

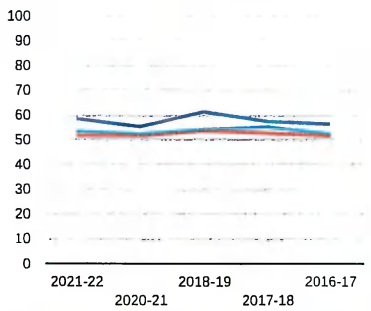
State Assessment Data

Reading Proficiency | Math Proficiency | Writing Proficiency | Science Proficiency

School State Proficiency Scores



District State Proficiency Scores



	School Results					District Results				
Category	2016-17	2017-18	2018-19	2020-21	2021-22	2016-17	2017-18	2018-19	2020-21	2021-22
School Grade	C	B	B	-	A	B	B	B	-	B
Adjusted Points Earned	422	459	529	442	576	613	641	671	605	650
Percent Tested	96%	98%	97%	90%	96%	98%	99%	98%	96%	98%
Reading										
Reading % Satisfactory or Higher	63%	52%	52%	50%	52%	51%	52%	53%	51%	51%
Reading Points for Gains	76%	64%	60%	72%	59%	52%	52%	54%	49%	50%
Reading Gains for Lowest 25%	64%	74%	55%	89%	60%	42%	43%	47%	39%	40%
Math										
Math % Satisfactory or Higher	36%	44%	52%	47%	47%	56%	57%	61%	55%	58%
Math Points for Gains	48%	56%	58%	53%	67%	56%	57%	61%	46%	57%
Math Gains for Lowest 25%	52%	50%	50%	39%	87%	45%	46%	51%	40%	48%
Other										
Writing % Satisfactory or Higher										
Science % Satisfactory or Higher	14%	43%	56%	26%	47%	52%	55%	54%	52%	53%

The data included on this page were derived from state data sources such as the DOE's Education Information & Accountability Services.

AGENDA ITEM NO. 19.5

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

Title
Approval to Notify Imagine Charter School at Lakewood Ranch of Intent to Enter Contract Renewal Discussions for the 2023-2038 School Years

Executive Summary
Florida Statutes 1002.33 (7) 9 (b) provides that a charter may be renewed provided that a program review demonstrates that the criteria set forth in statue have been successfully accomplished and that none of the grounds for non-renewal has been documented. Imagine Charter School at Lakewood Ranch has been in operation in Manatee County since the 2008 school year, serving students in grades PreK-8 with approximately 540 students. The current contract for Imagine Charter School at Lakewood Ranch expires on June 30, 2023. The Charter Review Team conducted a review as required by statute. The Review Process includes a Renewal Application submitted by Imagine Charter School at Lakewood Ranch, documentation review, and on-site visit. Per statute, before a vote on any proposed action to renew or not renew the charter and at least 90 days before the end of the school year, the sponsor shall notify the governing board of the school in writing of the proposed action to renew. Imagine Charter School at Lakewood Ranch is recommended for a 15-year renewal as per statute based on consistent academic data and financial performance, 1002.33 (8)(a) (9)(n).

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

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

Recommendation
The Superintendent recommends approval to notify Imagine Charter School at Lakewood Ranch of intent to enter contract renewal discussions for the 2023-2038 School Years.

Financial Impact
The District will receive an administrative fee of five percent (5%) of the FTE on the first two hundred-fifty (250) students attending the charter school. The administrative fee provides charter management services, procession of teacher certification data, and information services including access to student information systems. Imagine Charter School at Lakewood Ranch will receive any remaining FTE and other appropriate funds for the K-8 program.

Contact
Submitting Department: District Support
Initiated by: Dr. Valerie Hyer

Attachments:
2124 Imagine LWR Renewal Package 1.2023
Imagine LWR FINAL Charter Renewal Application FINAL

Imagine Charter at Lakewood Ranch
Charter School Renewal Summary Table **January 2023**

Area Reviewed	Compliance Indicators	Summary Notes and Recommendations
Curriculum and Instruction	14/14	Common board configuration in 3-8 (4 E's); teacher collaboration; consistency of skills; data review of shared students is supportive to help move towards proficiency; Classroom culture and relationships between staff and students was very positive and respectful; Support of curriculum coach; successfully differentiating instruction with all students through small group instruction; Lots of student work was observed/posted on walls.
Assessment	10/10	All indicators were observed: MTSS monthly meetings – Assessment Results and Classroom Grades; Website, newsletter, and conferences to share school and student data; STAR, I-Ready, FAST data for groupings; FOCUS for grades; Florida Consortium for Teacher Evaluation
Finance & Operations	27/27	Overall, all financial indicators are on target.
Safety & Security	25/25	Overall, the Campus has a very sound security plan.
ESE	9/9	There were documents and examples of documents that were filled out; all elements in each indicator were met with compliance.
ESOL	7/7	Students had access to glossaries and dictionaries; Sample lessons plans indicated accommodations for English Learners, teachers were given grading guidelines and can-do descriptors. All compliance paperwork is up to date.
Facilities	13/13	All documentation and proof of required training were in a facilities binder.
Food Service	11/11	Food Service program is in compliance.
Governance	14/14	Outstanding organization on all the indicators; governance is smooth, efficient
Human Resources	12/12	All indicators met with compliance.
Insurance	9/9	
School Parent Communication	6/6	School of Excellence Plan (SEP) pamphlet was developed by the school for quick parent access to school information, progress, and data; efficient way to disseminate the information.
Student Support Services	19/20	Ensure documentation of all required trainings are on file.
Technology & Information Services	10/10	Students are using Chromebooks.
Title 1	N/A	
Transportation	27/27	Physical school buses were clean and immediately available for inspections. Imagine LWR was well prepared for site visit ensuring all items for indicators were easily accessible.

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Imagine Lakewood Ranch

Reviewer: Nichols, Marasco, Buet, Smucker, Flemming, Felix, Hocker, Wald, Platowski

Date of Visit: 11-29-22

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

CURRICULUM and INSTRUCTION			
Indicators	**Y**	**N**	**N/A**
Curriculum			
a. Evidence of a detailed curriculum plan that illustrates how students will be provided high quality instruction to attain the Sunshine State Standards (Provide a copy of plan.)	X		
b. Evidence that curriculum is aligned to B.E.S.T. standards.	X		
c. Evidence of learning goals and objectives including how goals will be evaluated to indicate academic improvement.	X		
d. Evidence of a research-based reading curriculum including differentiated strategies for students reading at, above, and below grade level.	X		
e. Evidence of an Intervention Plan for Tier 2/3 students as required by the state.	X		
f. Evidence that reading endorsement is required for instructional staff providing Tier 3 instruction.	X		
g. Evidence that there is a plan to evaluate the effectiveness of the curriculum program.	X		
Instruction			
a. Evidence that a highly qualified instructional staff is employed. (Copy of certificates)	X		
b. Evidence that the instructional staff receives training that will support the distinctive curriculum used at the charter school.	X		
c. Evidence that reading is the focus of the curriculum and that resources are provided to support the curriculum, including staff development.	X		

CURRICULUM and INSTRUCTION			
Indicators	**Y**	**N**	**N/A**
d. Evidence of an English Language Arts block structured to meet the needs of all learners.	X		
e. Evidence of additional instructional time for struggling readers as required by DOE.	X		
f. Documentation that all instructional activities are aligned to the Sunshine State Standards and are supportive of the distinctive curriculum.	X		
g. Classroom environment is reflective of the school's commitment to reading, such as classroom libraries.	X		

Additional Notes, Comments

- Consistent language around Positivity Project observed across classrooms
- Common board configuration in 3-8 (4 E's)
- MS English teacher and reading teacher collaboration; consistency of skills; data review of shared students is supportive to help move towards proficiency
- Classroom culture and relationships between staff and students was very positive and respectful
- Support of curriculum coach- clearly involved K-8 and in touch with needs of teachers, students, and school
- MS reading classrooms have students who scored level 1-5 on FSA and are successfully differentiating instruction with all students through small group instruction
- Lots of student work was observed/posted on walls
- Evidence of data posted in classrooms
- Routines and transitions were smooth and students knew what to do in most classrooms

Recommendations

- Positivity Project seems to be taking time away from ELA, Science, Social Studies instruction in elementary- may want to revisit where this is being done and how much time teachers are taking to implement
- Research a resource to supplement for social studies in elementary as Benchmark Advance does not cover all of the standards
- Provide support/PD/resource for teachers to scaffold and support students who are not native speakers of English
- Review differentiated instruction- only observed small groups happening in the MS reading classroom
- Develop curriculum maps for MS civics, ELA, and reading that reflect the core/supplemental resources the teachers have access to (district maps being used are written to resources that the teachers do not have)
- Plan for some targeted PD around student engagement and student-led learning
- Consider adding in progress monitoring opportunities for science prior to 8th grade and revisit the 5th grade master schedule to ensure science instruction is not split up for the morning group
- Plan for future coaching support/cycles with 3rd grade departmentalized teachers

14 indicators out of 14 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Imagine Lakewood Ranch

Reviewer: Evan McCarthy and Jessica Kearbey

Date of Visit: 11/29/22

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

ASSESSMENT			
Indicators	**Y**	**N**	**N/A**
a. Description of method used to identify the educational strengths and needs of students	X		
b. Evidence of an accountability plan including a method for reporting the results to the charter school community. (Evaluation of educational program)	X		
c. Evidence of progress monitoring plan. (Copy of plan)	X		
d. Implementation of the district Student Progression Plan:	X		
1. Students participate in all age-appropriate district and state assessments. (Copy of School's testing calendar)	X		
2. Results are communicated to parents.	X		
3. Procedures are in place to report quarterly grades and mid-term progress to parents/guardians and students.	X		
4. Students performing below grade level in reading, writing, mathematics, or science are identified and provided remedial instruction.	X		
5. Procedures are in place for graduation, promotion, remediation, retention including a process for communicating to parents/guardians and students.	X		
6. Procedures are in place for conducting annual teacher evaluations, including observation of instruction, student	X		

growth ratings based on assessment data, and processes are in place for working with lower performing teachers.			
Assessment (continued)			

Additional Notes, Comments

All indicators were observed.

- MTSS monthly meetings – Assessment Results and Classroom Grades
- Website, newsletter, and conferences to share school and student data
- STAR, I-Ready, FAST data for groupings
- District and State Assessment Calendar
- FOCUS for grades
- Florida Consortium for Teacher Evaluation

Recommendations

10 indicators out of 10 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Imagine Lakewood Ranch

Reviewer: Kathee Troiani

Date of Visit: 11-29-22

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status

FINANCE AND OPERATIONS			
Indicators	**Y**	**N**	**N/A**
1. Budget Preparation			
a. Identify the person who is the financial contact for the day-to-day information.	X		
b. Evidence of an established budget planning process. Provide a copy of procedures or provide a narrative of the budget process.	X		
c. Evidence that estimates are reasonably accurate.	X		
d. Evidence that budget has been approved by Governing Board and amended as required to safeguard finances. Copy of minutes.	X		
e. Evidence that state accounting code structures or a compatible cross-walk accounting structure is used. (Copy of chart of accounts).	X		
2. Financial Accounting			
a. Evidence of fiscal accounting system for various funds – General, Special Revenue, Capital Outlay. Did not break out different Grants in Special Revenue	X		
b. Evidence that expenditures do not exceed available resources in each fund.	X		
c. Evidence of financial accounting policies and procedures. (Copy of and access to procedures manual.)	X		
d. Evidence that monthly financial statements filed timely with the District. (Jan 2-22-22, May 6-21-22, June 7-21-22) each one day late submitting into CharterLink)	X		
e. Evidence that annual audit consistent with all current GASB pronouncements and submitted by the required date.	X		

FINANCE AND OPERATIONS			
Indicators	**Y**	**N**	**N/A**
f. Evidence that the independent auditor conducted an exit interview with the chair of the governing board and principal within seven (7) business days to report any findings if the audit reveals a deficit financial position. A final annual financial audit report shall be provided to the entire Governing Board, the District, and DOE, within 14 business days after the exit interview with the independent auditor.	X		
g. Evidence that the annual progress report includes documentation of charter school's financial status.	X		
h. Evidence that capital projects allocation expended in accordance with approved plan.	X		
i. Established system of accounting for fixed assets by funding source in accordance with Rules of the Auditor General 10.400 (Provide a copy of procedures or provide a narrative of the fixed asset accounting process.).	X		
j. Evidence of a property records inventory (Copy of report). 34 CFR 74.34(f) by funding source. (No funding sources listed no Fed property.)	X		
k. Cost report data submitted to District by required date; due to the state on Sept. 11.	X		
l. Evidence of how records are stored and maintained. (Records stored at management level with Imagine and 5 years at school)	X		
m. Evidence of internal controls. (Business Manager handles several of the duties with supervision of Region Finance – minimal separation of duties- small office)	X		
3. Grants Accounting (If applicable)			
a. Established grant accounting procedures. (Copy of or access to procedures manual) 34 CFR 74.21(b)(6), 34 CFR 76.530, 34 CFR 76.702, and OMB Circular A-110	X		
b. Grant application presented to District in a timely manner for appropriate signatures.	X		
c. Evidence that grant files are adequately maintained. (Access to grant files) i. Grant proposal ii. Correspondence to and from Finance iii. Expenditure records iv. Budget amendments – no amendments filed v. Inventory list of equipment vi. Personnel logs – contract and invoices provided 34 CFR 74.21(b)(6), 34 CFR 76.730, and OMB Circular A-110	X		
d. Evidence that grant files maintained three (3) years after the grant period ends. 34 CFR 74.53(b)	X		

FINANCE AND OPERATIONS			
Indicators	**Y**	**N**	**N/A**
e. Monthly FA399 reports submitted timely with appropriate documentation. 34 CFR 76.700, 34 CFR 76.722	X		
f. Submit a final FA399 within 30 days after the grant period ends.	X		
4. Financial Viability			
a. Maintained adequate cash flow to meet salary and benefit requirements.	X		
b. Met financial obligations to District and other vendors.	X		
c. Maintain an adequate fund balance.	X		

Additional Notes, Comments

No fund source listed on fixed assets

Grant revenue not listed in special revenue

Monthly submission late by one day for 3 months within the last 12 months.

Recommendations

Add funding sources to Inventory files as Federal funds may be used for inventoried items.

27 indicators out of 27 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Imagine Lakewood Ranch

Reviewer: Pat Bartholomew & Sally Porter

Date of Visit: November 28, 2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

School Safety and Security			
Indicators	**Y**	**N**	**N/A**
1. Alyssa's Alert			
a. Evidence of compliance with Alyssa's Alert Testing collaboratively between the local school district, public safety agencies, and local public safety answering point- PSAP.	X		
b. Evidence that System testing was scheduled across all devices after system updates and conducted within Quarter 1.	X		
c. Evidence of a mobile panic alert system with an FDOE approved vendor, with signed contract.	X		
2. Active Assailant			
d. Evidence that the school has adopted a nationally recognized Active Assailant Response Plan and all personnel are trained annually.	X		
e. Evidence that the Florida Safe School Assessment Tool (FSSAT) has been completed.	X		
f. A copy of the Proposed Emergency Drills Schedule for the current school year.	X		
g. Evidence that two fire drills were completed within the first 30 days.	X		
h. Evidence that the school implements and promotes the use of **Fortify Florida** as evidenced by application on all mobile devices, bookmarked on all computer devices used by students; advertised on the school website; posted on the campus; included in newsletter and school publications.	X		

School Safety and Security Indicators	Y	N	N/A
i. Evidence the school conducts monthly Active Assailant Drills and proof that a Law Enforcement Officer is physically present and directly involved.	X		
j. Evidence of Monthly Threat Assessment Team Meetings including an administrator; mental health counselor; educator; and Sheriff's officer, Police Office or SRO are present in the meetings.	X		
k. Evidence the TAT team completed training through the Office of Safe Schools Staff and sent an employee through the train the trainer program.	X		
l. Evidence the Safe School Officer is present, at a minimum, during the school day when the school facility is open for instruction. A copy of the monthly attendance reporting is completed.	X		
3. Mental Health & Safe Schools			
m. Evidence the school has a Mental Health Plan on file.	X		
n. Evidence the faculty/staff received Mental Health Initial and Refresher training.	X		
o. Evidence that 80% of school-based personnel received MH awareness and assistance training or have a plan to train by end of school year.	X		
p. A copy of the Safe Schools Expenditures Worksheet detailing how Safe Schools funds were expended for the prior school year.	X		
q. A copy of the Safe Schools Policy and Safe Schools Funds form and provide the Charter School Website URL's and contact names on the form.	X		
r. Evidence that all student identification cards issued by the school to students in grades 6-12 must include the telephone numbers for national or statewide crisis and suicide hotlines and text lines.	X		
s. Evidence that the principal has all school persons responsible for SESIR information participate in the required training.	X		
t. Evidence that SESIR data is accurately and timely reported.	X		
u. Evidence that the school adopted a family reunification plan.	X		
v. Evidence that every classroom door is closed and locked with the ability to conceal occupancy when class is in session.	X		
4. Jeffrey Johnston Act			
w. Evidence that the school has implemented a bullying and harassment policy.	X		

School Safety and Security			
Indicators	**Y**	**N**	**N/A**
x. Evidence that an anti-bullying and harassment program is implemented in a manner that is ongoing throughout the school year; integrated with the school's curriculum; is evident in the school's discipline policies and other violence prevention efforts.	X		
5. Jessica Lunsford Act			
y. Evidence that there is a single point of entry with clear visitor screening procedures.	X		
Additional Notes, Comments One of the classroom door locks requires maintenance. Overall, the Campus has a very sound security plan.			
Recommendations			

25 indicators out of 25 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Imagine Lakewood Ranch

Reviewer: Maribeth Mason & Sharon Rawls

Date of Visit: 11-28-2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

EXCEPTIONAL STUDENT EDUCATION (ESE)			
Indicators	**Y**	**N**	**N/A**
a. Procedures are in place and followed for determining eligibility and placement in the least restrictive environment and the provision of special education and related services to ESE students as set forth in the IDEA guidelines.	X		
b. IEPs are current *and* evidence that all staff have been informed of their specific responsibilities related to implementing the IEP.	X		
c. Personnel are trained in IEP development.	X		
d. Teachers have appropriate ESE certification	X		
e. Matrices are completed by District personnel.	X		
f. ESE education and related services are being delivered as indicated on the student's IEP.	X		
g. Required three year evaluations are completed on or before the due date.	X		
h. ESE students are receiving instruction at a level of rigor and relevance commensurate with the Florida State Standards. Evidence of material used.	X		
i. Evidence of the provision of services to gifted and talented students as indicated in students' EP's.	X		

(continued on next page)

EXCEPTIONAL STUDENT EDUCATION (ESE)	(continued)
Additional Notes, Comments Positives *There were documents and examples of documents that were filled out. *Organized by indicators on the Charter Renewal Process Form which included of all elements in each indicator.	
Recommendations	

9 indicators out of 9 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Imagine Lakewood Ranch

Reviewer: Debra Estes

Date of Visit: December 1, 2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

ENGLISH as a SECOND LANGUAGE (ESOL) STUDENTS			
Indicators	**Y**	**N**	**N/A**
a. The ESOL program meets all requirements to ensure compliance with the META Consent Decree.	X		
b. All ESOL documentation will be filed electronically in Project ELL.	X		
c. Documentation of all testing for eligible students is available in the electronic student file in Project ELL.	X		
d. ESOL strategies and accommodations are being provided as indicated on the student's ELL Plan and documented on teacher lesson plans.	X		
e. ESOL staff is appropriately endorsed. Out-of-field staff information is documented and shared with parents/families.	X		
f. ESOL students are receiving instruction at a level of rigor and relevance commensurate with the Florida Standards and at their level of English language proficiency as measured by ACCESS 2.0 for ELLs.	X		
g. Classroom environment supports language development (classroom labels, use of dictionaries and/or glossaries, visuals/anchor charts).	X		
Additional Notes, Comments Classrooms had a lot of visuals, students had access to glossaries and dictionaries, some classrooms had labels in English and Spanish. Sample lessons plans indicated accommodations for English Learners, teachers were given grading guidelines and can-do descriptors. All compliance paperwork is up to date.			
Recommendations			

7 indicators out of 7 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Imagine Lakewood Ranch

Reviewer: Sally Porter

Date of Visit: 11/28/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

FACILITIES			
Indicators	**Y**	**N**	**N/A**
a. A copy of the initial Certificate of Occupancy issued by the Code Enforcement Department of jurisdiction is on file at the school and has been submitted to the district, including a copy to cover any renovations.	X		
b. A copy of each annual Fire Safety Inspection performed by the Fire Marshall of jurisdiction is on file at the school and submitted to the district.	X		
c. A copy of the semi-annual County Health Department sanitation inspection is on file at the school and submitted to the district, including standards for serving food and drinking water.	X		
d. A copy of the annual Elevator Inspection (if applicable) is on file at the school and has been submitted to the district.			X
e. A copy of the schedule for Evacuation and Fire Drills for each school year as required by the Fire Marshall of jurisdiction including the dates and comments of actual drills performed. Unannounced drills shall be performed a minimum of every other month. This documentation is on file at the school and has been submitted to the district. Any time remodeling or renovation occurs, an updated copy of the floor plans shall be available at the school and submitted to the district.	X		
f. A copy of the current building floor plans to scale indicating all rooms, corridors, doors, windows, and fire exits. All rooms shall be labeled with square footage noted and a fire exiting path shall be indicated for each occupied space. Any time remodeling or renovation occurs, an updated copy of the plan shall be available at the school.	X		

FACILITIES			
Indicators	**Y**	**N**	**N/A**
g. Evidence provided to the district that the facility is properly insured by the charter school entity.	X		
h. Evidence provided to the district that procedures are in place to manage and regulate hazardous materials.	X		
i. Evidence provided to the district that procedures are in place to ensure the compliance with the Globally Harmonized System (GHS) labeling requirements for hazardous product used in the maintenance activities of each charter facility to be sure that products are properly labeled.	X		
j. Evidence provided to the district that provisions have been made for the proper maintenance and upkeep of school plants, so that students and staff may attend school without sanitary or physical hazards, and provide for the necessary heat, lights, water, power, and other supplies and utilities necessary for the operation of the school.	X		
k. Evidence provided to the district that records are kept showing that Resource Conservation and Recovery Act (40 CFR Part 243-Guidelines for the Storage and collection of Residential, Commercial and Institutional solid Waste) requirements for storage, transport, emergency contingency plans, employee training, and proper disposal are met.	X		
l. Evidence provided to the district that fire sprinklers, fire alarms, fire extinguishers, and other safety equipment have been inspected and tested annually. (Copy of dated records)	X		
m. F.S. 1013.35 School District Educational Facilities Plan is due annually to DOE. Provide evidence that the following information must be reported to the district to complete the report: 1. Location of charter 2. Number of relocatables 3. Owner 4. Year started/scheduled 5. Total number of student stations: **36** 6. Current student enrollment: **509 K-8, 38VPK, 22 3 yr olds** **7.** Years in contract: **13** 8. Charter school projections	X		
Additional Notes, Comments All documentation and proof of required training were in a facilities binder.			
Recommendations			

13 indicators out of 13 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Imagine Lakewood Ranch

Reviewer: Jennifer Davis

Date of Visit: November 30,2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

FOOD SERVICE			
Indicators	**Y**	**N**	**N/A**
a. Evidence of procedures and policies covering the administration and operation of the school food service program.	X		
b. Evidence that the Governing Board has adopted policies to provide for an appropriate food and nutrition program for students consistent with Federal and State law.	X		
c. Evidence that free and reduced meals are available for eligible students.	X		
d. Free and reduced lunch applications are current and on file. The students have been appropriately coded in the district data management system.	X		
e. The charter school has a current Wellness Policy approved by the Florida Department of Agriculture.	X		
f. The charter school is using menus approved by the Florida Department of Agriculture.	X		
g. Meals served meet guidelines for meal components and portions as defined by age/grade and comply with applicable USDA regulations.	X		
h. Procedures are in place to ensure that storage and handling of foods are appropriate to sanitation standards.	X		
i. Current operating permit from the Health Department is posted.	X		
j. Production records documenting menu items. Portion sizes, amount prepared and served are kept on a daily basis.	X		
k. Evidence that the charter school's non-profit Food Service account is account is in good standing	X		

(continued on next page)

FOOD SERVICE	(continued)
Additional Notes, Comments Food Service program is in compliance.	
Recommendations	

11 indicators out of 11 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Imagine Lakewood Ranch

Reviewer: Dr. Valerie Hyer and Denise Brigg

Date of Visit: November 28, 2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

GOVERNANCE			
Indicators	**Y**	**N**	**N/A**
1. The following essential documents are available, up-to-date, signed, dated, appropriately organized, readily accessible, and professionally presented in a notebook or file.			
a. Charter School application, contract, and any amendments.	X		
b. Incorporation papers with bylaws (Include renewals).	X		
c. Evidence that the Governing Board has completed the required Governance Training	X		
d. Evidence that the Governing Board has undergone background screening.	X		
e. Evidence of documentation informing parents how to register a complaint or place an item on the Governing Board Agenda.	X		
f. Evidence that parents are aware of how to contact the Governing Board.	X		
g. A set of documents organized chronologically containing Governing Board meeting announcements, meeting agendas (including citizen input) and meeting minutes (dated and signed). These items should be available upon request.	X		
h. Evidence of policies that have been adopted by the Governing Board. Each policy is dated, signed and adoption dates are included in minutes.	X		
i. Provide an organization chart for the school, including the relationship of the Board to the school's leadership.	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

GOVERNANCE			
Indicators	**Y**	**N**	**N/A**
j. Provide a list of current Board members. Provide a brief description of the person's background.	X		
2. Parents are informed about the procedures by which the charter school resolves disputes.	X		
3. Evidence of timely submission of the state required Annual Report indicating compliance in all areas or a corrective action plan for areas out of compliance.	X		
4. Description of the required qualifications of teachers and the strategies used to recruit, hire, train and retain qualified staff to achieve the best teaching and learning results.	X		
5. Evidence that the school's mission/vision is reflected in the school's climate.	X		

Additional Notes, Comments

Thank you for your outstanding organization on all the binders as well as welcoming all the visitors with a smile. It made the process smooth, efficient, and enjoyable.

When reviewing Survey results it was noted there was a decrease in approval for culture, student achievement and values. How is that being addressed?

Recommendations

14 indicators out of 14 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Imagine Lakewood Ranch

Reviewer: Dr. Silvana Ianinska

Date of Visit: December 5, 2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

HUMAN RESOURCES			
Indicators	**Y**	**N**	**N/A**
a. Policies and procedures for the appointment, compensation, promotion, suspension and dismissal of employees are documented and approved by the Governing Board. (Evidenced in minutes.)	X		
b. All employees and Governing Board members have been fingerprinted and have Florida Department of Law Enforcement background screenings on file at the school. (1012.32, 1002.33 (12) (g))	X		
c. School policy for a drug-free workplace is kept on file.	X		
d. Evidence that job descriptions are on file for all employees, including the principal.	X		
e. Evidence of an employee agreement/contract is on file for each employee including the principal. The agreement should include salary, duties, and dates of employment.	X		
f. Evidence of teacher certification document kept in files.	X		
g. Evidence for licenses of professional staff: Speech/Language Pathologist, Physical Therapist, Occupational Therapist on file.	X		
h. Personnel files are maintained appropriately including copies or the following documents: social security card, driver's license, employment application, employment contract, references, official transcript, teaching certificate, license, evaluation, medical records, I-9 forms, W-4 payroll form, current year evaluation	X		

HUMAN RESOURCES			
Indicators	**Y**	**N**	**N/A**
i. Evidence of staff development opportunities including topic, date and list of participants.	X		
j. A complete list of charter school employees is on file, including name, address and phone number.	X		
k. Evidence of policies and procedures for sick leave/personal leave.	X		
l. Evidence that a policies and procedures manual is made available to personnel.	X		
Additional Notes, Comments Everything was well kept and organized.			
Recommendations:			

12 indicators out of 12 met with compliance.

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Imagine Lakewood Ranch

Reviewer: Bill Kelley, Risk Management

Date of Visit: Desk Review

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

INSURANCE			
Indicators	**Y**	**N**	**N/A**
a. Insurance policies are on file documenting active coverage with minimum limits as set forth in the charter contract.	X		
b. School Leaders-Errors & Omissions	X		
c. Commercial General Liability	X		
d. Workers' Compensation/Employers Liability	X		
e. Property Insurance (*including boiler and machinery coverage)*			X
f. Benefits Administration Coverage (to provide employee benefits i.e. health, life)	X		
g. Automobile Liability Insurance	X		
h. Evidence that the certificates of insurance have been provided to the district office indicating the district as an additional insured.	X		
i. Liability limits of one million per occurrence and two million aggregate.	X		
Additional Notes, Comments Property insured is contents only, no real property.			
Recommendations Confirm that school doesn't own any real property.			

9 indicators out of 9 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Imagine Lakewood Ranch

Reviewer: Dr. Valerie Hyer and Denise Brigg

Date of Visit: November 29, 2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

SCHOOL-PARENT COMMUNICATION			
Indicators	**Y**	**N**	**N/A**
a. Evidence that the charter school provide parents with sufficient information related to student achievement.	X		
b. Describe method used to share accountability plan with parents.	X		
c. Evidence that qualifications of teachers have been communicated to parents. (Out-of-field letters)	X		
d. Evidence that school has a policy to keep parents informed of student progress, student programs, student attendance and the availability of academic assistance.	X		
e. Provide evidence that the charter school student has been provided an opportunity to participate in interscholastic extracurricular activity. (1002.33 (11))	X		
f. Provide a copy of the school's daily schedule, annual calendar, including number of days and hours of instruction.	X		
Additional Notes, Comments School of Excellence Plan (SEP) pamphlet was developed by the school for quick parent access to school information, progress, and data. That is an efficient way to disseminate the information. Excellent job on preparing all the binders for each of the teams.			
Recommendations			

6 indicators out of 6 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Imagine Lakewood Ranch

Reviewer: Bennett, Volkhardt-Rossnagle, Heffner, Kennedy, Miller

Date of Visit: 11/28/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

STUDENT SUPPORT SERVICES			
Indicators	**Y**	**N**	**N/A**
a. Clinic area is managed appropriately.	X		
b. Health services are managed appropriately, including the administering of medication. (Copy of Policy and Procedures)	X		
c. School has a Code of Student Conduct in use. (Copy of Code of Conduct and any Behavioral Contracts)	X		
d. Description of procedure for the dismissal of students. (Copy of procedures)	X		
e. Student records are appropriately managed, including an access log.	X		
f. Student cumulative records are stored appropriately.	X		
g. A copy of the semi-annual county Health Inspection is on file.	X		
h. Evidence of any community partnerships.	X		
i. Abuse Reporting (mandated) and documentation	X		
j. Documentation of Suicide Prevention training for staff (required)		X	
k. Evidence Manatee County Student Progression Plan is being followed.	X		
l. Evidence that Middle and High School courses meet NCAA requirements	X		
m. Evidence of Course Acceleration opportunities for students (FLVS, Dual Enrollment)	X		

STUDENT SUPPORT SERVICES (continued)			
Indicators	**Y**	**N**	**N/A**
n. Course Recovery options for Middle and High School students (required)	X		
o. Evidence of Character Education (required) and bullying prevention.	X		
p. Appropriate teachers/staff are aware of Section 504 plan accommodations for students.	X		
q. The school's annual Mental Health Plan (per SB7030) is available and being followed.	X		
r. In accordance with SB7030 MH reporting requirements related to mental health services are transferred at the time of student initial registration or transfer of student records.	X		
s. In accordance with SB 7030, the use of a behavioral threat assessment instrument developed by the OSS is in place.	X		
t. Upon student transfer to a different school, verification of any interventions services provided remain in place until the threat assessment team of the receiving school determines the need for intervention services.	X		

Additional Notes, Comments

j. Documentation of Suicide Prevention training for staff (required)
No evidence on file, but principal indicated verbally that training was done in pre-planning.

Recommendations

Documentation of training with teacher lists and a detailed agenda.

<u>19</u> indicators out of <u>20</u> met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Imagine Lakewood Ranch

Reviewer: Sauer, Black, Schrier, Slaff

Date of Visit: 11/29/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

TECHNOLOGY AND INFORMATION SERVICES (TIS) PLANNING AND ACCOUNTABILITY			
Indicators	**Y**	**N**	**N/A**
a. Attendance records are on file to verify students in attendance during the October and February DOE FTE survey weeks.	X		
b. Signed original documentation for DOE FTE is submitted to the Student Information Systems Department.	X		
c. School has sufficient equipment and trained personnel sufficient to fulfill data management requirements.	X		
d. Evidence that an active FTE team is functioning to monitor the FTE process.	X		
e. Daily automated student system is maintained such that new data, missing data, and data requiring updates are handled in a prompt and timely manner.	X		
f. Staff responsible for data management attends the regularly scheduled district training to ensure accuracy of data.	X		
g. Technology and Internet Safety Policy for SDMC is followed, ensuring that student technology educational experiences are consistent with the goals of SDMC.	X		
h. Technology equipment is compatible with district equipment.	X		
i. Evidence that staffing information is appropriately reported in the student data system.	X		
j. Evidence that students have access to technology.	X		

(continued on next page)

TECHNOLOGY AND INFORMATION SERVICES (TIS) PLANNING AND ACCOUNTABILITY	(continued)
Additional Notes, Comments Students are using Chromebooks 11/29/2022- Pending uploads for review and final sign off. 11/30/2022- Remaining items were uploaded. They have been reviewed and found to be complete.	
Recommendations	

10 indicators out of 10 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Imagine Lakewood Ranch

Reviewer: J. Warrington & L. Ottinger

Date of Visit: 12-1-2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.
NO – Necessary information and/or evidence of documentation incomplete or is not in place.
N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

TRANSPORTATION			
Indicators	**Y**	**N**	**N/A or Monitored by SDMC**
1) Evidence that transportation is provided consistent with Florida Statute 1006, 1012.45, and Florida Administrative Code 6A-3.	X		
a) For Each Driver:			
i) CDL with P & S endorsements and no air brake restrictions	X		
ii) Driving Record Reviews found in State System (Auto)	X		
(1) Annually, before the first day of the fall semester	X		
(2) Weekly Updates			X
iii) Annual Dexterity on file (with District)	X		
iv) Current Medical Card on File	X		
v) Random Drug testing is occurring quarterly (by District)			X
vi) 40-hour Training Certification on file (FDOE Curriculum)	X		
vii) Annual 8 hours in-service on file	X		
viii) Current CPR/First Aid Card (by 11.1.2020 for existing drivers/assistants)	X		
b) Daily Pre-trip inspections on file for all buses used	X		
i) All buses used were in service	X		

TRANSPORTATION			
Indicators	**Y**	**N**	**N/A or Monitored by SDMC**
c) Required 30-day bus safety inspections	X		
d) Bus evacuation drills (first 6 weeks of semester 1 & 2)	X		
e) Safe operator plan	X		
f) Policy prohibiting the use of cell phones/wireless devices while operating a school bus	X		
g) Instruction about safe practices for all riders during the first 6 weeks of school	X		
h) Parents notified in writing of their responsibilities and related school policies	X		
2) Route information for all students transported by school bus on file.	X		
3) Evidence of contract information relevant to any situation where a parent or other driver is providing transportation services.			X
4) Evidence that any vehicle owned or leased by the school and used to transport students is certified and properly insured.	X		
5) Copy of contract for student transportation is on file.			X
6) Evidence of policy and procedures to enforce high standards for student conduct on school buses.	X		
7) Spare bus(es) back-up plan in the event a bus is out of service.	X		
8) Accident procedures are on file.	X		
9) Evidence that transportation is not a barrier to equal access to the charter program.	X		
Additional Notes, Comments Upon arrival to conduct the review Imagine LWR was well prepared and expecting our arrival. All required documentation was available in a tabbed binder that coordinated with rubric numbers, making the task of finding the needed information very easy. The staff was warm and welcoming. Physical school buses were clean and immediately available for inspections.			
Recommendations			

27 indicators out of 27 met with compliance

Imagine School at Lakewood Ranch

10535 Portal Crossing Bradenton, FL 34211| (941) 750-0900 | http://imagineschoolslakewoodranch.org
Grades PK -8 | Enrollment 550| School Specialty Program –Positivity Project| Principal-Selenia Quinones

School Information			
Management Company	Imagine Schools	**High Performing Status**	N/A
Title I	No	**Accredited**	Yes / COGNIA 2021-2026
Board President	Samantha Schannault	**Contract Term**	2018-2023
Year Open	2008	**Grades Served**	PK-8

Enrollment			
Demographics	**2019-20**	**2020-21**	**2021-22**
Total Enrollment	515	502	537
% Free and Reduced Lunch Program (FRLP)	48%	53%	43%
% Students with Disabilities (SWD)	12%	13%	12%
% English Language Learners (ELL)	5%	3%	5%
% Black	6%	7%	7%
% White	67%	66%	64%
% Hispanic	23%	24%	24%
% Other	4%	3%	4%

Academic Performance			
Indicators	**2019-20**	**2020-21**	**2021-22**
FLDOE School Accountability Grade	B	B	C
English Language Arts: % Proficiency		46%	48%
English Language Arts: % Learning Gains		43%	57%
Mathematics: % Proficiency		39%	46%
Mathematics: % Learning Gains		38%	58%
Middle School Acceleration and College/Career Readiness	67%	70%	50%
Graduation Rate	N/A	N/A	N/A
Corrective Action (Yes/No)	No	No	No
Has Met Contract Performance Goals (Yes/No)	Yes	Yes	Yes

Operational Compliance and Governance			
Compliance Monitoring	**2019-20**	**2020-21**	**2021-22**
Charters.Link	94%	94%	95%
The Compliance Rating is based on the timeliness and completeness of the school's compliance with the charter contract, certain local, state and federal legal requirements, and directives/regulations issued by the FLDOE or similar jurisdictional agencies as calculated by the District's online charter school compliance system.			

Financial Performance			
Financial Performance Indicators	**2019-20**	**2020-21**	**2021-22**
Annual Revenue	$4,611,793	$4,932,352	$5,624,216
Expenditures	$4,901,997	$4,933,640	$5,322,976
Fund Balance	$4,009	$2,721	$72,622
Financial Deteriorating Condition (Yes/No)	No	No	No
Financial Corrective Action (Yes/No)	No	No	No

This document is a tool intended to inform stakeholders of a charter school's overall profile and not as a scored performance framework. A performance framework is a group of scored metrics that result in overall ratings. A school profile is a collection of critical but unscored information and/or metrics about a school that can be widely shared alongside the rating of a school's performance and quality.

ELA FAST PM1 and PM2 Charter Schools

Grade 3

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	53%	24%	15%	6%	1%	40%	25%	21%	11%	3%	-13%	1%	6%	5%	2%
District	56%	23%	14%	6%	1%	45%	24%	19%	9%	3%	-11%	1%	5%	3%	2%
2124- Imagaine LWR	58%	25%	14%	1%	1%	52%	21%	19%	8%	0%	-6%	-4%	5%	7%	-1%

Grade 4

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	44%	23%	20%	10%	3%	34%	22%	22%	16%	6%	-10%	-1%	2%	6%	3%
District	47%	24%	18%	9%	2%	38%	22%	20%	15%	6%	-9%	-2%	2%	6%	4%
2124- Imagaine LWR	54%	17%	21%	6%	2%	43%	11%	30%	9%	7%	-11%	-6%	9%	3%	5%

Grade 5

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	40%	26%	10%	11%	3%	33%	26%	22%	14%	6%	-7%	0%	12%	3%	3%
District	40%	27%	20%	11%	3%	35%	26%	21%	13%	5%	-5%	-1%	1%	2%	2%
2124- Imagaine LWR	42%	25%	27%	6%	0%	35%	29%	27%	8%	0%	-7%	4%	0%	2%	0%

Grade 6

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	38%	24%	18%	15%	5%	36%	24%	18%	16%	6%	-2%	0%	0%	1%	1%
District	36%	25%	19%	15%	5%	38%	23%	19%	15%	5%	2%	-2%	0%	0%	0%
2124- Imagaine LWR	26%	33%	15%	18%	8%	28%	30%	25%	8%	10%	2%	-3%	10%	-10%	2%

Grade 7

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	43%	23%	18%	12%	5%	39%	22%	19%	13%	7%	-4%	-1%	1%	1%	2%
District	45%	23%	17%	11%	4%	44%	23%	17%	11%	5%	-1%	0%	0%	0%	1%
2124- Imagaine LWR	35%	37%	16%	9%	2%	51%	23%	12%	12%	2%	16%	-14%	-4%	3%	0%

Grade 8

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	46%	21%	17%	10%	5%	44%	20%	18%	11%	7%	-2%	-1%	1%	1%	2%
District	46%	22%	18%	9%	5%	47%	21%	17%	10%	5%	1%	-1%	-1%	1%	0%
2124- Imagaine LWR	49%	23%	13%	13%	3%	46%	21%	10%	18%	5%	-3%	-2%	-3%	5%	2%

MATH FAST PM1 and PM2 Charter Schools

Grade 3

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	72%	19%	8%	1%	0%	46%	24%	22%	7%	1%	-26%	5%	14%	6%	1%
District	64%	21%	12%	2%	0%	41%	21%	24%	11%	3%	-23%	0%	12%	9%	3%
2124- Imagaine LWR	77%	21%	1%	0%	0%	57%	20%	23%	0%	0%	-20%	-1%	22%	0%	0%

Grade 4

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	74%	16%	8%	2%	0%	49%	22%	19%	7%	2%	-25%	6%	11%	5%	2%
District	62%	19%	13%	5%	1%	42%	21%	21%	11%	5%	-20%	2%	8%	6%	4%
2124- Imagaine LWR	74%	13%	9%	4%	0%	50%	24%	20%	4%	2%	-24%	11%	11%	0%	2%

Grade 5

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	65%	20%	10%	4%	1%	46%	23%	18%	10%	3%	-19%	3%	8%	6%	2%
District	56%	23%	14%	6%	1%	40%	21%	20%	13%	6%	-16%	-2%	6%	7%	5%
2124- Imagaine LWR	77%	21%	2%	0%	0%	44%	31%	21%	4%	0%	-33%	10%	19%	4%	0%

Grade 6

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	54%	27%	14%	4%	0%	35%	28%	23%	11%	2%	-19%	1%	9%	7%	2%
District	44%	29%	19%	8%	0%	29%	29%	25%	14%	2%	-15%	0%	6%	6%	2%
2124- Imagaine LWR	48%	33%	20%	0%	0%	45%	35%	15%	3%	3%	-3%	2%	-5%	3%	3%

Grade 7

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	56%	25%	16%	3%	1%	42%	27%	22%	7%	2%	-14%	2%	6%	4%	1%
District	49%	26%	20%	4%	0%	34%	26%	28%	10%	1%	-15%	0%	8%	6%	1%
2124- Imagaine LWR	57%	23%	16%	5%	0%	41%	36%	16%	7%	0%	-16%	13%	0%	2%	0%

Grade 8

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	66%	22%	10%	2%	0%	43%	22%	23%	8%	3%	-23%	0%	13%	6%	3%
District	80%	15%	4%	1%	0%	55%	23%	16%	4%	2%	-25%	8%	12%	3%	2%
2124- Imagaine LWR	95%	5%	0%	0%	0%	70%	25%	5%	0%	0%	-25%	20%	5%	0%	0%

Compliance Report As Of 01/27/2023

Imagine Charter At Lakewood Ranch



Compliance Score

Compliance Score		
Category	All History	This Year
How many items were due up until today:	297	81
How many items are currently over due:	0	0
How many items which are currently done were handed in late:	57	13
What is the average number of times an item was submitted before being approved:	1.18	1.27
Total Score		94
Compliance Grade		A

Compliance Score Calculation

Calculations					
Category	District Weight	History		Current Year	
		Calc	Weight	Calc	Weight
Up To Date	100	297 / 297 = 1.00	100.00	81 / 81 = 1.00	100.00
Past On Time	35	240 / 297 = 0.81	28.28	68 / 81 = 0.84	29.38
Repeated Submissions	15	1 / 1.1757 = 0.85	12.76	1 / 1.2716 = 0.79	11.80
Total	150		141.04		141.18
Percentage of Possible			94.03		94.12
District Weighting of Current / Past			25%		75%
Weighted Annual Score			23.53		70.59
Final Score			94.10		

Assigned Submission Items

Imagine Charter At Lakewood Ranch

Due Date	Title	Submitted On	Submitted By	Completed On	# Submits	Handed In
07/10/2022	Monthly Bus Inspections	07/18/2022	S. Quinones	07/18/2022	8	8 days late
07/20/2022	Monthly Financial Statements	07/21/2022	S. Quinones	07/28/2022	1	1 days late
07/30/2022	Governing Board Meeting Minutes and Agendas	07/31/2022	S. Quinones	10/04/2022	1	1 days late
08/01/2022	Alyssa's Law Compliance	08/01/2022	S. Quinones	09/06/2022	1	0 days late
08/01/2022	Annual Cost Accounting Report	07/31/2022	S. Quinones	08/12/2022	1	1 days early
08/01/2022	Annual Unaudited Financial Report	07/31/2022	S. Quinones	08/12/2022	1	1 days early
08/01/2022	Automotive Insurance	08/01/2022	S. Quinones	08/12/2022	1	0 days late
08/01/2022	Charter School Annual Assurances	08/01/2022	S. Quinones	08/09/2022	1	0 days late
08/01/2022	Comprehensive Emergency Response Plan	08/31/2022	S. Quinones	10/04/2022	2	30 days late
08/01/2022	Comprehensive Reading Plan Agreement FORM	08/01/2022	S. Quinones	08/09/2022	1	0 days late
08/01/2022	CPR Cards / First Aid Training Certificates	07/31/2022	S. Quinones	08/30/2022	1	1 days early
08/01/2022	Emergency Drills Schedule TEMPLATE - PROPOSED Drills for the year	08/01/2022	S. Quinones	08/12/2022	1	0 days late
08/01/2022	ESE, 504 and ELL Program Structures FORM	08/01/2022	S. Quinones	09/06/2022	1	0 days late
08/01/2022	Fire Inspection	07/31/2022	S. Quinones	08/12/2022	1	1 days early
08/01/2022	Food Service Plan / Contract	08/01/2022	S. Quinones	08/12/2022	1	0 days late
08/01/2022	Fortify Florida Compliance	07/31/2022	S. Quinones	09/06/2022	1	1 days early
08/01/2022	General Commercial Liability Insurance	08/01/2022	S. Quinones	08/12/2022	1	0 days late
08/01/2022	Governing Board Meeting Schedule TEMPLATE	08/01/2022	S. Quinones	08/16/2022	1	0 days late
08/01/2022	Governing Board Member Required Initial/Refresher Governance Training & Fingerprint Clearance Letters	09/08/2022	S. Quinones	09/19/2022	2	38 days late
08/01/2022	Governing Board Members and Officers TEMPLATE	08/01/2022	S. Quinones	08/12/2022	1	0 days late
08/01/2022	Health & Safety Inspection	07/31/2022	S. Quinones	08/12/2022	1	1 days early
08/01/2022	Parent Contract	07/31/2022	S. Quinones	08/12/2022	1	1 days early
08/01/2022	Professional Liability/Errors & Omissions/Directors & Officers Insurance	08/01/2022	S. Quinones	08/12/2022	1	0 days late
08/01/2022	Property Insurance	08/01/2022	S. Quinones	08/12/2022	1	0 days late
08/01/2022	Reading Remediation Plan	08/01/2022	S. Quinones	09/06/2022	1	0 days late
08/01/2022	Record of Grants Received	07/31/2022	S. Quinones	08/12/2022	1	1 days early
08/01/2022	Retained Services of Audit Firm	07/31/2022	S. Quinones	08/29/2022	1	1 days early
08/01/2022	Safe School Officer Monthly Attendance Reporting	08/01/2022	S. Quinones	08/12/2022	1	0 days late
08/01/2022	Safe Schools Policy and Safe Schools Funds FORM	07/31/2022	S. Quinones	08/12/2022	1	1 days early
08/01/2022	Secondary Insurance for Student Athletes	08/01/2022	S. Quinones	08/12/2022	1	0 days late
08/01/2022	Transportation Plan / Contract	07/31/2022	S. Quinones	08/12/2022	1	1 days early
08/01/2022	Updated Budget	07/31/2022	S. Quinones	09/06/2022	1	1 days early
08/01/2022	Website URLs TEMPLATE	08/12/2022	D. Brigg	09/06/2022	2	11 days late
08/01/2022	Workers Comp and Employers Liability Insurance	08/01/2022	S. Quinones	08/12/2022	1	0 days late
08/01/2022	Written Policies on the Care of Ill and Injured Students	08/01/2022	S. Quinones	08/12/2022	1	0 days late
08/10/2022	Monthly Bus Inspections	08/12/2022	S. Quinones	08/30/2022	1	2 days late
08/20/2022	Monthly Financial Statements	08/20/2022	S. Quinones	09/06/2022	1	0 days late
08/30/2022	Monthly Active Assailant Drills	08/30/2022	S. Quinones	09/06/2022	1	0 days late
08/30/2022	Monthly Threat Assessment Team Meetings	08/30/2022	S. Quinones	09/06/2022	1	0 days late
09/01/2022	Current Personnel Roster (September)	09/19/2022	S. Quinones	09/19/2022	2	18 days late
09/01/2022	Safe School Officer Monthly Attendance Reporting	09/01/2022	S. Quinones	09/06/2022	2	0 days late
09/09/2022	Compliance to Class Size, Controlled Open Enrollment & Enrollment Processes	08/25/2022	S. Quinones	09/06/2022	1	15 days early
09/10/2022	Charter Schools Student Code of Conduct (if different from SDMC)	08/25/2022	S. Quinones	09/06/2022	1	16 days early
09/10/2022	Copy of Student / Parent Handbook (or School Policies for Students and Parents)	09/10/2022	S. Quinones	09/19/2022	1	0 days late
09/10/2022	Monthly Bus Inspections	09/10/2022	S. Quinones	10/06/2022	1	0 days late
09/10/2022	School Improvement Plan	09/10/2022	S. Quinones	09/19/2022	1	0 days late
09/10/2022	Student Progression Plan	08/25/2022	S. Quinones	09/06/2022	1	16 days early
09/20/2022	Fall Bus Evacuation Drills	08/30/2022	S. Quinones	08/30/2022	1	21 days early
09/20/2022	Monthly Financial Statements	09/20/2022	S. Quinones	10/04/2022	1	0 days late
09/23/2022	Annual Audited Financial Report	09/26/2022	S. Quinones	10/04/2022	1	3 days late
09/30/2022	Florida Teachers Classroom Supply Assistance Program	09/27/2022	S. Quinones	10/04/2022	1	3 days early
09/30/2022	Monthly Active Assailant Drills	09/20/2022	S. Quinones	10/04/2022	1	10 days early
09/30/2022	Monthly Threat Assessment Team Meetings	09/20/2022	S. Quinones	10/04/2022	1	10 days early
09/30/2022	Proposed Mental Health Initial & Refresher Training for Charter School Staff	09/28/2022	S. Quinones	10/04/2022	1	2 days early
10/01/2022	Annual Active Assailant Staff Training - Alyssa's Alert	09/20/2022	S. Quinones	10/04/2022	1	11 days early
10/01/2022	Completion of FSSAT	09/19/2022	S. Quinones	10/04/2022	1	12 days early
10/01/2022	Out of Field Letters (October)	09/28/2022	S. Quinones	10/04/2022	1	3 days early
10/01/2022	Safe School Officer Monthly Attendance Reporting	10/04/2022	S. Quinones	10/11/2022	1	3 days late
10/01/2022	Teacher Salary Increase Allocation Distribution Plan - Board Approval	11/09/2022	S. Quinones	11/14/2022	2	39 days late
10/10/2022	Monthly Bus Inspections	10/10/2022	S. Quinones	10/12/2022	1	0 days late
10/15/2022	Annual Student Achievement Goals FORM	10/15/2022	S. Quinones	10/28/2022	2	0 days late
10/20/2022	Monthly Financial Statements	10/19/2022	S. Quinones	10/24/2022	1	1 days early

Due Date	Title	Submitted On	Submitted By	Completed On	# Submits	Handed In
10/30/2022	Governing Board Meeting Minutes and Agendas	10/28/2022	S. Quinones	11/14/2022	3	2 days early
10/30/2022	Monthly Active Assailant Drills	10/31/2022	S. Quinones	11/01/2022	1	1 days late
10/31/2022	Monthly Threat Assessment Team Meetings	10/31/2022	S. Quinones	11/01/2022	1	0 days late
11/01/2022	Safe School Officer Monthly Attendance Reporting	10/31/2022	S. Quinones	11/01/2022	1	1 days early
11/10/2022	Monthly Bus Inspections	11/01/2022	S. Quinones	11/08/2022	1	9 days early
11/20/2022	Monthly Financial Statements	11/21/2022	S. Quinones	11/30/2022	2	1 days late
11/30/2022	Monthly Active Assailant Drills	11/30/2022	S. Quinones	11/30/2022	1	0 days late
11/30/2022	Monthly Threat Assessment Team Meetings	11/30/2022	S. Quinones	11/30/2022	1	0 days late
12/01/2022	Health Services and Records FORM	11/28/2022	S. Quinones	11/30/2022	1	3 days early
12/01/2022	Safe School Officer Monthly Attendance Reporting	12/01/2022	S. Quinones	12/07/2022	1	0 days late
12/01/2022	Safe Schools Expenditures Survey (FDOE)	10/27/2022	S. Quinones	11/03/2022	1	35 days early
12/01/2022	Safe Schools Expenditures Survey (FDOE)	09/10/2020	S. Quinones	11/03/2022	1	812 days early
12/10/2022	Monthly Bus Inspections	12/09/2022	S. Quinones	01/10/2023	2	1 days early
12/20/2022	Monthly Financial Statements	12/20/2022	S. Quinones	12/20/2022	2	0 days late
12/30/2022	Monthly Active Assailant Drills	12/18/2022	S. Quinones	12/19/2022	1	12 days early
12/30/2022	Monthly Threat Assessment Team Meetings	12/12/2022	S. Quinones	12/14/2022	3	18 days early
01/01/2023	Safe School Officer Monthly Attendance Reporting	12/22/2022	S. Quinones	01/09/2023	2	10 days early
01/10/2023	Monthly Bus Inspections	01/08/2023	S. Quinones	01/10/2023	1	2 days early
01/20/2023	Monthly Financial Statements	01/20/2023	S. Quinones	01/20/2023	1	0 days late

Board Roster

Imagine Charter At Lakewood Ranch

No board meetings have been set up in the system for this time period.

Board Members

Vanessa Quintal 7638 Tralee Way Bradenton, FL 34202 Office: (941) 750-0900 Mobile: (941) 962-9951 vanessa@drquintal.com	Torrey Spears 26007 82nd Ave. East Myakka City, FL 34251 Office: (941) 750-0900 Mobile: (954) 494-8378 torreymspears@gmail.com	Samantha Serra Schanault 2506 159th Place East Parrish, FL 34219 Mobile: (941) 704-4347 samantha.schannault@gmail.com
Candy Genot 714 116th Ct. NE Bradenton, FL 34212 Mobile: (419) 360-5692 candygenot@yahoo.com		

Imagine Charter At Lakewood Ranch

State Data

The following information is obtained from state data sources.
This data has not been uploaded by the school directly.

10535 Portal Crossing
Bradenton, Fl 34211-4903

Phone: (941) 750-0900
Fax: (941) 750-0966

Website: http://imagineschoolslakewoodranch.org/home/

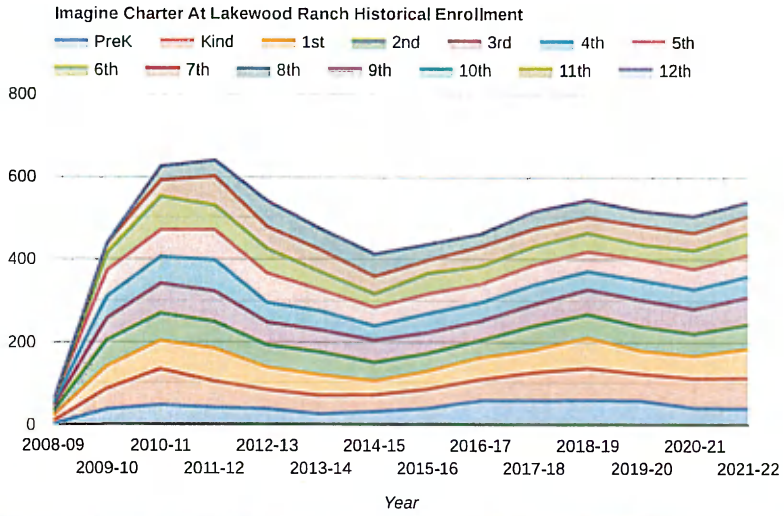


[redacted]	Selenia Quinones
[redacted]	41-2124
Federal ID Number	7475
[redacted]	Regular charter school (under s. 1002.33, F.S.)
[redacted]	2008
[redacted]	Combination Elementary and Secondary
[redacted]	Regular Education
Grade Levels Served	PK-8

School Grades

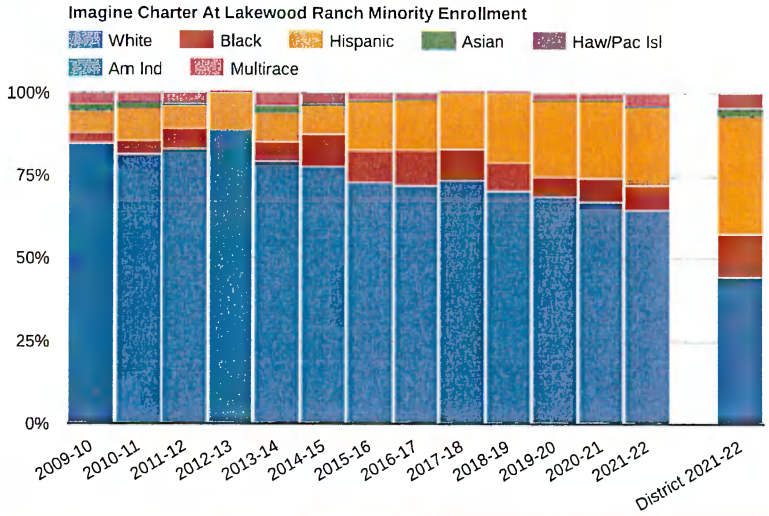
2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2020-21	2021-22
•	B	B	C	C	B	B	C	B	C	B	-	C

Enrollment Data



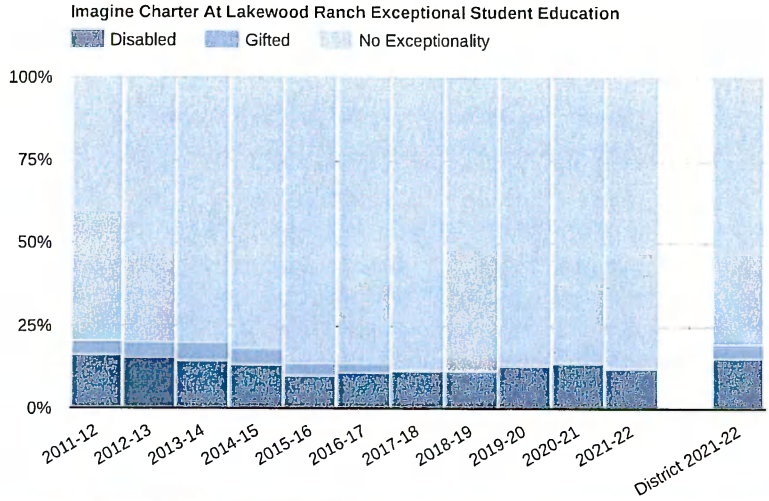
Year	PreK	Kind	1st	2nd	3rd	4th	5th	6th	7th	8th	Total
2008-09		6	15	10	11	9	9				60
2009-10	36	48	54	64	54	53	62	41	25		437
2010-11	46	87	68	67	72	64	64	81	39	35	623
2011-12	40	63	80	65	73	75	72	59	71	38	636
2012-13	37	46	54	55	55	48	70	57	53	63	538
2013-14	25	44	49	56	53	47	51	43	51	52	471
2014-15	31	39	35	45	52	36	45	32	42	53	410
2015-16	39	45	44	43	51	46	47	50	30	39	434
2016-17	57	50	53	43	46	45	44	42	47	32	459
2017-18	57	67	56	59	51	48	46	45	42	42	513
2018-19	60	75	74	57	60	45	46	45	37	42	541
2019-20	58	63	57	59	64	48	48	36	46	36	515
2020-21	40	70	56	54	59	49	46	45	42	41	502
2021-22	39	73	70	60	65	51	51	51	42	35	537

Minority Enrollment



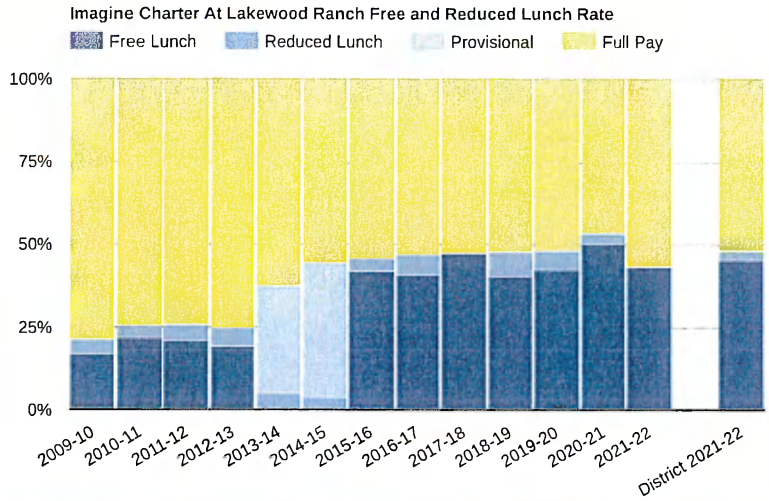
Year	White	Black	Hispanic	Asian	Haw/Pac Isl	Am Ind	Multirace	Percent Minority	District Minority
2009-10	370	13	30	8	0	0	16	15.3%	46.1%
2010-11	506	25	63	10	1	0	18	18.8%	47.2%
2011-12	512	38	46	0	0	0	22	17.2%	47.9%
2012-13	436	0	56	0	0	0	0	11.4%	49.1%
2013-14	372	28	41	10	0	0	19	17.7%	49.1%
2014-15	312	39	36	0	0	0	14	19.4%	50.4%
2015-16	309	42	64	0	0	0	10	25.5%	52.1%
2016-17	323	48	68	0	0	0	10	29.6%	
2017-18	364	46	84	0	0	0	0	29.0%	53.5%
2018-19	360	42	109	0	0	0	0	33.5%	54.3%
2019-20	345	29	117	0	0	0	11	33.0%	55.2%
2020-21	329	35	118	0	0	0	10	34.5%	55.6%
2021-22	346	39	127	0	0	0	22	35.2%	55.5%

Exceptional Student Education



Year	Disabled Students	Percent Disabled	Gifted Students	Percent Gifted	District % Disabled	District % Gifted
2011-12	102	16.0%	27	4.3%	21.2%	6.3%
2012-13	81	15.0%	26	4.8%	20.5%	7.0%
2013-14	67	14.2%	24	5.1%	15.7%	6.0%
2014-15	53	12.9%	20	4.9%	15.4%	5.6%
2015-16	43	9.9%	16	3.7%	15.5%	5.6%
2016-17	49	10.7%	12	2.6%	16.3%	5.7%
2017-18	57	11.1%	0	0.0%	15.5%	5.4%
2018-19	59	10.9%	0	0.0%	15.4%	5.3%
2019-20	64	12.4%	0	0.0%	15.6%	5.1%
2020-21	67	13.4%	0	0.0%	15.6%	4.8%
2021-22	64	11.9%	0	0.0%	15.2%	4.5%

Free and Reduced Lunch Status

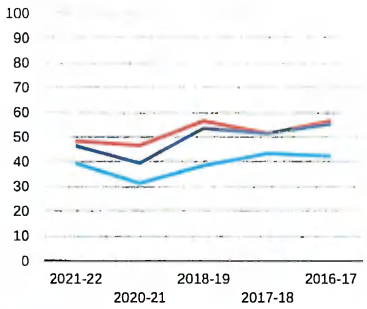


Year	Free Lunch	Reduced Lunch	Percent FRL	District Percent FRL
2009-10	73	19	21.05	51.81
2010-11	133	24	25.20	53.79
2011-12	132	32	25.79	54.57
2012-13	104	27	24.30	
2013-14	0	23	4.88	5.53
2014-15	0	15	3.66	31.65
2015-16	181	16	45.39	54.65
2016-17	187	27	46.62	56.04
2017-18	241	0	46.98	56.70
2018-19	217	41	47.69	53.08
2019-20	218	29	47.96	51.13
2020-21	250	18	53.39	54.61
2021-22	231	0	43.02	48.00

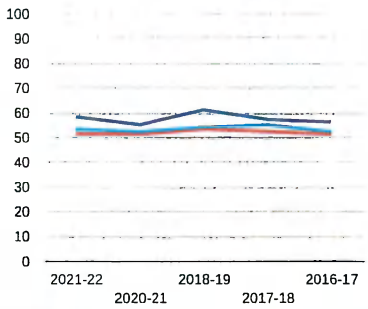
State Assessment Data

Reading Proficiency | Math Proficiency | Writing Proficiency | Science Proficiency

School State Proficiency Scores



District State Proficiency Scores



	School Results					District Results				
Category	2016-17	2017-18	2018-19	2020-21	2021-22	2016-17	2017-18	2018-19	2020-21	2021-22
School Grade	B	C	B	-	C	B	B	B	-	B
Adjusted Points Earned	503	451	518	418	481	613	641	671	605	650
Percent Tested	100%	100%	100%	99%	100%	98%	99%	98%	96%	98%
Reading										
Reading % Satisfactory or Higher	56%	51%	56%	46%	48%	51%	52%	53%	51%	51%
Reading Points for Gains	61%	49%	55%	43%	57%	52%	52%	54%	49%	50%
Reading Gains for Lowest 25%	44%	36%	51%	50%	52%	42%	43%	47%	39%	40%
Math										
Math % Satisfactory or Higher	55%	51%	53%	39%	46%	56%	57%	61%	55%	58%
Math Points for Gains	59%	52%	61%	38%	52%	56%	57%	61%	46%	57%
Math Gains for Lowest 25%	41%	42%	54%	33%	58%	45%	46%	51%	40%	48%
Other										
Writing % Satisfactory or Higher										
Science % Satisfactory or Higher	42%	43%	38%	31%	39%	52%	55%	54%	52%	53%

The data included on this page were derived from state data sources such as the DOE's Education Information & Accountability Services.

Imagine School at Lakewood Ranch

Charter Renewal Application

10535 PORTAL CROSSING

BRADENTON, FL 34212

PRINCIPAL: SELENIA QUINONES

REGIONAL DIRECTOR: STEFANIE LOWERY

IMAGINE SCHOOLS

Imagine School at Lakewood Ranch

Charter Renewal Application

Table of Contents

I. Charter Renewal Application Form

II. Executive Summary

III. Narrative

A. Educational Plan

1. Mission, Guiding Principles, and Purpose.....1-5
2. Target Population and Student Body.....5-8
3. Educational Program Design.....8-10
4. Curriculum Plan.....10-17
5. Student Performance.....17-25
6. Exceptional Students.....26-27
7. English Language Learners.....27-29
8. School Climate and Discipline.....29-30
9. Supplemental Programming.....30

B. Organizational Plan

10. Governance.....30-33
11. Management and Staffing.....33-35
12. Human Resources and Employment.....35-36
13. Professional Development.....36-37
14. Student Recruitment and Enrollment.....37
15. Parent and Community Involvement.....38

C. Business Plan

16. Facilities.....39
17. Transportation.....39
18. Food Service.....40
19. School Safety and Security.....40-41
20. Budget.....41-47
21. Financial Management and Oversight.....41-47

School District of Manatee County
Charter Renewal Application Form
2022-2023

Charter School Name: Imagine School at Lakewood Ranch

School Address: 10535 Portal Crossing, Bradenton FL 34212

I hereby certify that the information submitted for renewal is true to the best of my knowledge and belief; that this application has been approved by the school's Governing Board; and that, if awarded a renewed charter, the school shall continue to be open to all students on a space available basis using the lottery system, and shall not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need or proficiency in English language, and academic achievement.

DocuSigned by:
[signature]
Signature of Governing Board Chair (or designated signatory authority) — Date: 10/28/2022

Samantha Schannault
Printed Name of Governing Board Chair (or designated signatory authority) — Date: 10/28/2022

[signature]
Signature of Principal — Date: 10/28/22

Selenia Quinones
Printed Name of Principal — Date: 10/28/22

Year School Opened	**2008**
Current Enrollment	**509**
Charter Maximum Enrollment	**700**
Current Grades Served	**3s, VPK, K-8th**

The Manatee County School Board is committed to continued sponsorship with charter schools that demonstrate academic success, fiscal accountability, and appropriate governance. To demonstrate a successful charter school program, the completion of the charter renewal process must present evidence of success in all areas. This updated application, the classroom walkthroughs, and the checklist indicators represent elements of program review. These items ensure that the criteria outlined in 1002.33(8)(a) have been considered in addition to attainment of the student performance requirements that are stated in the charter.

DocuSign Envelope ID: 06FE9027-4CA3-4385-93C6-95AA0198FFF8

I. Educational Plan

Strike out sections of your original charter application that no longer apply, and add in red any additions and/or changes to your plan for the following sections:

1. Mission, Guiding Principles, and Purpose
2. Target Population and Student Body
3. Educational Program Design
4. Curriculum Plan
5. Student Performance
6. Exceptional Students
7. English Language Learners
8. School Climate and Discipline
9. Supplemental Programming

II. Organizational Plan

Strike out sections of your original charter application that no longer apply, and add in red any additions and/or changes to your plan for the following sections:

10. Governance
11. Management and Staffing
12. Human Resources and Employment
13. Professional Development
14. Student Recruitment and Enrollment
15. Parent and Community Involvement

III. Business Plan

Strike out sections of your original charter application that no longer apply, and add in red any additions and/or changes to your plan for the following sections:

16. Facilities
17. Transportation
18. Food Service
19. School Safety and Security
20. Budget
21. Financial Management and Oversight

Executive Summary
Imagine School at Lakewood Ranch

Imagine School at Lakewood Ranch has been open to the Manatee community since 2008. We currently serve 569 students from the age of three years old to eighth grade. From kindergarten to 8th grade, we serve 509 students. Our school culture is very family oriented where families have the choice of receiving a free, high quality education for their children without the cost of a private school setting.

Our Vision
Imagine School at Lakewood Ranch is an innovative learning community where every child is inspired to succeed.

Our Mission
At Imagine Lakewood Ranch, teachers, parents, students, community members, and school leaders are committed to providing a unique educational experience for children, that is innovative, exciting, and most importantly, FUN. The enthusiasm, energy, and dedication of personnel at Imagine Lakewood Ranch create an environment of academic excellence while also fostering leadership and character within our students. Imagine Lakewood Ranch shall be a learning community filled with achievement and hope where every child will be given the opportunity to succeed.

We follow a standards based curriculum with the support of both Manatee County and Imagine Schools pacing guides, as well as CPalms. All of these tools are used to support our curriculum which guide teachers and students toward the higher level of learning expected in today's world. In addition, we provide state progress monitoring with F.A.S.T (Florida Assessment of Student Thinking) and Imagine's adopted STAR testing from Renaissance. Imagine School at LWR has an onsite Curriculum Coach that provides professional development, teacher support, data chat meetings, classroom modeling, and much more.

We offer our students and teachers world class learning opportunities with a focus on the following:

- Learner centered results
- Authentic and challenging materials and activities
- Critical thinking and creative problem solving
- Technology as a learning tool
- A hands-on, kinesthetic approach to learning
- Reflection and exchange of ideas

We believe that engaging students in a rigorous, standards-based curriculum is essential to student achievement and success. The curriculum characteristics allow for flexibility, yet maintain high and appropriate expectations for all.

We also offer our students and school community:

- Individualized and differentiated instruction to achieve learning gains.
- Character lessons embedded in daily activities and routines through our Positivity Project program.
- Imagine Shared Values of Justice, Integrity, and Fun promoted through student character awards and pep rallies
- Use of the MTSS process with struggling students, as well as addressing the needs of students with learning disabilities.
- Sports for our students in grades 5th-8th, to teach them leadership and sportsmanship.
- Recognition of academic growth through award ceremonies and celebrations.
- Special area courses such as Computers, Art, Spanish (Middle School), Student Leadership, Physical Fitness, PE, Music, and Intensive Courses.
- On site Occupational Therapy and Speech services.
- On site one on one and small group counseling for students offered by Centerstone or our hired counselor.

Enrollment has been stabled for the past three years and has been increased

At Imagine Schools at Lakewood Ranch, we are reviewed by Imagine Schools every year on our Six Measures of Excellence (Parent Choice, Academic Achievement, Character Development, Economic Sustainability, New School Development, and Shared Values of Justice, Integrity, and Fun). Imagine School at Lakewood Ranch has received several awards throughout the past few years by demonstrating improvement and growth.

Awards received:

2017-School of the Year Most Improved Co-Winner PARENT CHOICE

2019-School of the Year Most Improved ECONOMIC SUSTAINABILITY

2016-2022-Letter Grade of an "A"-PARENT CHOICE

2019-Promising Practice Recipient from Character.Org "Other People Matter Mindset"

2020-Letter Grade of an "A"-SHARED VALUES

2020-School of the YEAR Co-Winner SHARED VALUES

2021-Cognia 5 Year Accreditation

2022-Promising Practice Recipient from Character.Org "Honor Their Courage"

These results come from Parent Surveys, Re enrollment data, Teacher Surveys, Student Surveys, Financial Results

I-Educational Plan

SECTION 1-MISSION, GUIDING PRINCIPLES AND PURPOSE

Vision Statement: Imagine Lakewood Ranch is an innovative learning community where every child is inspired to succeed.

Our Mission Statement

At Imagine Lakewood Ranch, teachers, parents, students, community members, and school leaders are committed to providing a unique educational experience for children that is innovative, exciting, and, most importantly, fun. The enthusiastic, energetic, and dedicated personnel of Imagine Lakewood Ranch will create an environment of academic excellence while fostering both leadership and character within our students. Imagine Lakewood Ranch shall be a learning community filled with achievement and hope where every child will be given an opportunity to succeed.

Focus/Purpose

At Imagine Lakewood Ranch our focus is to equip our students to meet the challenges of the 21st century. Personalized, rigorous, real-world learning experiences in a small, caring culture that will eventually inspire our students to take responsibility for their own learning and make a positive impact on their community.

Imagine Lakewood Ranch focuses on student academic achievement, character, and leadership.

- We support parents and guardians as active participants in their child's education.
- We empower educators to seek out the individual learning style of each student.
- We work in partnership with our school's governing board, to respond to the needs of our community.
- Instruction will be based on the Florida Standards with direct instruction, guided practice, independent and stations for practice, and differentiated opportunities for high achieving and struggling students.

With this focus in mind we implement Imagine Schools Measures of Excellence within our learning organization.

Imagine School at Lakewood Ranch's educational philosophy and delivery will feature a comprehensive instructional program designed to meet and exceed the expectations of the State of Florida Charter School Legislation and Every Student Succeeds Act (ESSA). Schools of choice, such as Imagine School at Lakewood Ranch offer parents viable alternatives from which to select a school to suit their student's needs.

The major components that will be provided are:

- Imagine's School Design Model - the Six Measures of Excellence - provides a thoughtful, quality-oriented whole-school design infused with state-of-the art teaching and learning systems.

- An instructional delivery system that includes differentiated instruction, student empowerment, collaboration, and learning centers supplemented with classroom-based technology
- Decentralization of services and shared decision-making by all professionals within the school
- Professional Learning Communities designed to increase teacher capacity and professionalism

- The School's Delivery of Standards-Based Curriculum is characterized by challenging academic standards that seek high achievement for all students in a manner that integrates character education.

- Imagine School at Lakewood Ranch Assessment Program implements a variety of assessments, including statewide programs, norm-referenced tests (NRT), locally developed standards-based unit tests, and classroom-based assessments. These assessments will be utilized to measure specific learning outcomes.

Imagine Six Measures of Excellence

Shared Values of Integrity, Justice, and Fun

Integrity means wholeness, or how things fit together. In the school setting it means we must balance the teaching and modeling of character development and academic achievement. It requires us to give the same priority to the wise use of resources as we do to developing virtuous characters and attaining academic success. This also means living up to our commitments to students, parents, and the local community.

Justice means that each person receives what he or she deserves and each person receives what is appropriate. Since each student, employee, parent, and organization with whom we interact is unique, each must receive special treatment. Justice does not mean sameness or equality, but that everyone is treated uniquely and appropriately.

Fun The shared value of Fun exemplifies extraordinary decentralization of decision-making to teachers, staff, and students in order to create a joy-filled school. Imagine Lakewood Ranch believes that each person was born to use his mind, heart, and abilities to make decisions, take actions, and take responsibility for results. Task forces that address specific school topics, interdisciplinary teams that personalize curriculum and instruction, and an extensive advisory program for students will

help us to create a fun environment where all stakeholders participate in educational, economic, and administrative decisions and take responsibility for the results.

Parent Choice

Imagine School at Lakewood Ranch will provide parents/guardians greater public school options for their children. A crucial measure of overall school quality is whether parents choose to enroll or re-enroll their children. We will use school enrollment and size of waiting lists as the primary measures of these criteria. Parent surveys and annual student retention will also be used to evaluate parent satisfaction.

Academic Growth

Students' academic achievement is tremendously important. We will maintain an educational balance among reading and language arts, mathematics, science, social studies, technology, athletics, and arts. As a key evaluation of academic achievement, we will measure "same student" annual individual learning gains in mathematics and reading. This will be provided by administering STAR Renaissance Learning assessments during the school year.

Additional assessments administered by the school F.A.S.T-(Florida Assessment of Student Thinking), NGSSS (Science), EOCs, STAR Renaissance Learning (4 times a year), and interim assessments in a range of subjects will help to tailor instruction by addressing each student's particular strengths and challenges.

With all of these in place and the teacher's understanding of their own learning styles and those of their students will enable them to implement a variety of strategies to ensure that all students find success within the Florida's B.E.S.T Standards and the Florida Next Generations Sunshine State Standards.

Positive Character Development

Forming a virtuous character is a central part of the educational experience for every student who attends Imagine School at Lakewood Ranch. We will utilize research- based character development programs taking into consideration the input of students, teachers, parents/guardians, and the school leader. Imagine School at Lakewood Ranch has partnered with The Positivity Project.

What is The Positivity Project?

The Positivity Project (P2) is dedicated to empowering students to build positive relationships and become their best selves. Positive psychology's 24 character strengths serve as its foundation. Ranging from bravery and perseverance to integrity and gratitude, the character strengths are classified and described in the 800-page book *Character Strengths and Virtues*. These strengths aren't about ignoring the negative. Instead, they help us overcome life's inevitable adversities.

To achieve its mission, P2 partners with Pre-K – 12 schools and equips educators with the resources, training, and strategy to teach their students about character strengths and positive relationships. P2 is a school-wide endeavor grounded in the consistency of daily classroom instruction. P2 Partner

Schools dedicate one week to each strength and students learn through daily 10-minute classroom lessons that are different for every grade level. These lessons help students understand character through definitions, examples, discussions, and exercises. P2's model is holistic, incorporating students, educators, and parents through regular interaction with character strengths, vocabulary and concepts.

What are the benefits of implementing The Positivity Project?

By consistently teaching students about the character strengths that people possess, they see themselves and other people based on the content of their character. This ability enhances their self-awareness and self-confidence, understanding and appreciation of others, and interpersonal relationships – which, in the long-term, will positively influence students across their lifespans. In the near team, it leads to more positive interactions and positive relationships within classrooms and schools – ultimately leading to a more positive school culture that supports teachers' ability to teach and students' ability to learn.

P2 evolves throughout a student's entire school career. As students grow and understand character through instruction and experience, the strengths gain more meaning. They become a part of a student's vocabulary and how they see themselves and the people around them – to include characters in books and movies.

P2 empowers students by acknowledging that the 24 character strengths are already part of who they are as people. It helps them realize that each and every one of them can tap into these strengths – and not just as students, but for the rest of their lives.

Service Learning and community outreach will also be major components of the character education program. Service learning is a teaching method that engages young people in solving problems within their schools and communities as part of their academic studies or other type of intentional learning activity. Service learning also helps young people develop a range of service skills, from acts of kindness and caring, to community stewardship, to civic action.

Economic Sustainability

Imagine Schools pledges to each school that it will supply working capital to maintain school operations if necessary. Imagine Schools also provides professional development for school leaders and teachers regarding building and maintaining solid financial health in their schools in order to endure long-term educational effectiveness.

Financial literacy is an essential skill for life in the 21ist century. Financial literacy is the ability to use knowledge and skills to manage one's financial resources effectively for lifetime financial security. Imagine Schools will work to achieve this goal by focusing its efforts on teachers, the key to student success, and giving them the tools they need to teach financial literacy.

All stakeholders will be educated in the reality of economics at their school. Teachers will be empowered to gain knowledge in order to make economic decisions as it relates to the school,

thus providing them with information that will help ensure the longevity of the school.

At Imagine School at Lakewood Ranch we will work hard to balance accomplishments between all Measures of Excellence, because a school that emphasizes one while ignoring another will not thrive.

Together, Imagine Schools' Measure of Excellence provide consistent expectations and guiding principles for our learning organization that will:

Support school-based decision making to help people better themselves and have more fun while shaping their own work environment.

1. Embrace learning by doing.
2. Encourage people to step outside their specialties to learn and teach general skills required of the entire school operation.
3. Persuade specialists to share their knowledge and expertise with others.
4. Support long term financial stability and academic success of the students.
5. Value integrity, justice, and fun.

At Imagine Lakewood Ranch these guiding principles serve as an extension to the foundation of learning disciplines, ensuring solid structure for teaching and learning that will equip students for the challenges of the 21st century, and inspire them to make a positive impact on their own learning community and that of the wider world.

The Manatee School District is the authorizer and sponsor of this charter and Imagine Schools will develop a close working partnership with the district.

Imagine School at Lakewood Ranch would like to form a partnership in areas like transportation, food service, staff development and psychological services. Imagine Schools would also like to develop close relationships with the ESE and ESOL departments.

Imagine Schools' overall goal is to form partnerships that will assist parents in the education of their students.

SECTION 2 TARGET POPULATION AND STUDENT BODY

Eligible students

Imagine School at Lakewood Ranch will enroll any eligible student who resides in Manatee County and surrounding counties but particularly those residing in the rapidly growing areas of I75 along the Sarasota-Bradenton corridor. Through a public information campaign that provides widespread notification throughout all segments of the community, the school expects that a reasonable balance that approximates the demographic profile of Manatee County will be achieved.

In accordance with federal and state anti-discrimination laws and in accordance with the Florida Equity Act, Section 1000.05(2)(a), the school will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin, or disability in the admission of students.

Currently, approximately 51% of the School's students are part of the free and reduced program. The tables below provide additional information on student demographics.

Current Demographics

Grades	Budgeted Enrollment	Current Enrollment	% FRL	Mixed Race %	American Indian %	Asian %	African American %	Hispanic/Latino %	Pacific Islander %	White %	Other %	ESE	English Proficient	English Language Learner
K-8	500	510	51%	3%	1%	1%	11%	25%	1%	62%	2%	5%	94%	6%
VPK	40	38												

Annual Attendance Rates	
Year	%
22-23	95.27
21-22	90.47
20-21	92.43
19-20	92.85
18-19	93.31

Enrollment	
Year	VPK-8
22-23	550
21-22	535
20-21	496
19-20	517
18-19	539

Enrollment Summary		2022 October FTE		2022 February FTE	
Grade	Change	Grade Level Enrollment	% of Total Enrollment	Grade Level Enrollment	% of Total Enrollment
VPK	1	39	7%	38	7%
K	4	70	12%	74	13%
1	-1	71	13%	72	13%
2	13	71	13%	61	11%
3	10	76	14%	66	12%
4	-3	49	9%	52	9%
5	3	49	9%	46	8%
6	-12	40	7%	52	9%
7	1	44	8%	43	7%
8	6	41	7%	35	6%
Total		**550**		**539**	

Recruitment and publicity will begin as soon as Imagine School at Lakewood Ranch is approved. Imagine School at Lakewood Ranch will hold several Open House style meetings within the

community. Parents will be able to apply at any and all Open House meetings. In addition, application forms will be made available on-line. The School will communicate as needed in both Spanish and English, in our continuing efforts to enroll families.

Imagine School at Lakewood Ranch plans to make direct contact with potential enrollee's parents through phone, direct mail, and open houses at our facility. This widespread notification and personal contact should provide a reasonable racial ethnic balance reflection of the community.

It is important to note that, as stated in another section of this application, Imagine School at Lakewood Ranch will seek to recruit qualified teachers and other non-instructional staff.

Imagine School at Lakewood Ranch will be non-sectarian in its programs, admissions policies, employment practices and operations. No fees or tuition will be charged, except those fees normally charged by other public schools.

Imagine School at Lakewood Ranch will meet all applicable state and local health, safety, IDEA, and civil rights requirements. It will not violate applicable anti-discrimination provisions found in Florida or Federal Statutes. The school will be open to any student residing in Manatee and surrounding counties who would otherwise qualify to attend a regular VPK, elementary, or middle school. The School will have an open admissions procedure, utilizing a first come, first served policy. If applications exceed capacity, a lottery will be held to determine admission, and a list will be maintained by grade level in the order received. Preference will be given to a sibling of a student already enrolled, a Governing Board member's child and to a son or daughter of an employee of the school.

Grades served

Imagine Lakewood Ranch will serve 3-year old class, VPK through 8th grade, approximately two to fifteen years of age in a safe and secure facility.

5 Year Projections

Grade Level	Year 1	Year 2	Year 3	Year 4	Year 5
PK	40	40	40	40	40
K	72	72	72	72	72
1	72	72	72	72	72
2	72	72	72	72	72
3	72	72	72	72	72
4	45	50	55	60	65
5	45	50	55	60	65
6	45	50	55	60	65
7	45	50	55	60	65
8	45	50	55	60	65
Total	553	578	603	643	668

	40 PK 513 K-8th	40 PK 528 K-8th	40 PK 563 K-8th	40 PK 603 K-8th	40 PK 628 K-8th

The school-wide projection increase every year was created at a 5% growth.

These projections are looking and focusing on the trends at Imagine School at Lakewood Ranch, plus our community. The growth component is focusing on the Intermediate and Middle School levels.

Class Size

Imagine Lakewood Ranch will be compliant with class size reduction requirements in all grades. Currently, this requires that classes in grades K-3 will have an average of 18 students, and classes in grades 4-8 will have an average of 22 students.

Student Promotion

School Student Promotion Policy-See School Board of Manatee County, Student Progression Plan pgs. 39-41

Imagine School at Lakewood Ranch will follow the district's student progression plan when it comes to school student promotion policy.

Graduation Requirements

Imagine School at Lakewood Ranch will follow the district's requirements for graduation.

SECTION 3 EDUCATIONAL PROGRAM

Imagine Schools' Six Measures of Excellence are interdependent indicators that form the fabric of the School's culture. When considered together, the Six Measures of Excellence identify how well the School's educational program is meeting the needs of the whole child. The Six Measures of Excellence are:

- Academic Growth
- Character Development
- Economic Sustainability
- Parent Choice
- Shared Values
- School Development

Measures of Excellence are also located on SECTION 1 MISSION, GUIDING PRINCIPLES AND PURPOSE-PAGES 1-5.

Imagine Academic Growth

Students' academic growth is fundamental to the Imagine School at Lakewood Ranch's mission and,

accordingly, instructional staff members maintain a rigorous, differentiated instructional delivery system that aligns with Florida Standards. "Academic Growth" is measured by proficiency and SGP (Student Growth Percentile) on the STAR Reading and Math tests. STAR assessment data provides Imagine educators with an additional framework to consider when evaluating student academic achievement. While the F.A.S.T (Florida Assessment of Student Thinking) measures student mastery of Florida B.E.S.T. standards, the STAR test assesses grade-appropriate content that reflects both state and national standards. Each student in kindergarten through eighth grade is given the STAR Early Literacy or Reading and Math tests quarterly. Additional academic growth data is thoroughly outlined in the Student Performance section.

Additional key initiatives in the School's Educational Program Design are:

- The Academic Excellence Framework (AEF)
- Instruction based on Florida Standards (B.E.S.T. for ELA and Math Grades K-8th, NGSS Science)
- Systematic, explicit instruction in foundational literacy skills like phonics, advanced phonics, and phonological awareness
- Evidence aligned instructional approaches for reading, spelling, and decoding
- Teacher professional development that supports instructional pedagogy regardless of the adopted curriculum. (i.e. Teacher knows and understands research supported instructional practices for literacy and math and can apply them to the adopted curriculum.)
- Assessment driven instruction and intervention based on technology based screening tools, and paper-based diagnostic assessments.
- Cooperative Learning
- Character Education

Literacy is the gateway skill to access for all content areas. Imagine School at Lakewood Ranch is in the implementation phase of teachers' professional learning about the science of reading. This three-year initiative begins with professional learning about how the brain learns to read, followed by support with the key areas of literacy instruction, phonological awareness, phonics, vocabulary, fluency, background knowledge, and building comprehension.

Imagine Schools campuses implement research based educational programs through our Academic Excellence Framework and our Literacy Focus. Our Academic Excellence Framework (AEF) guides the foundation for our work. Our Framework is informed by research and was written to provide guidelines for sustained improvements in student achievement.

Imagine School at Lakewood Ranch educators engage in quality planning and PLC time to improve the instructional delivery of the standards identified for the specific grade level and to deliver lessons that will improve student understanding. Lesson plans, grade level common planning sessions, as well as pacing guides and focus calendars provide evidence of our quality planning. Our AEF contains a teacher section outlining how teachers plan their instruction collaboratively to ensure vertical alignment of standards and coherence of activities to the standard being addressed. Teachers plan to use Literacy Focuses and High Yield Strategies that will result in improved student

understanding of the concepts being taught. Teachers plan cooperative learning structures for students that will provide avenues for students to share their understanding with someone. Performance character traits are part of our Literacy Focus and enhance students' engagement in mastering the day's lessons.

We collect and use data in many forms to guide and differentiate instruction. Universal Screening assessments (STAR/Benchmark unit assessments) are used to identify areas of risk and track progress on learning goals. Diagnostic assessments are being curated based on the science of reading and used to identify student need at all tiers and differentiate instruction and intervention appropriately and dynamically over time.

Our data driven culture creates a platform for students to personalize data and use it to set goals and take steps for improvement. Each section of our AEF emphasizes the use of data to make informed decisions in order to adjust instruction and set appropriate goals. Students become independent and self-directed learners when they track their own data and conduct student-led conferences with their parents using data to show their growth and areas of success and areas that still challenge. In addition, the parent of each student receives a progress report that tracks progress in core subject areas.

Teachers continually assess student growth throughout the year and adjust instruction and intervention as needed. Formative and summative assessments give teachers information on student learning. Student goals and progress monitoring reports from formative and summative assessments, as well as unit tests from adopted curriculum and performance task assessments, provide multiple data points to inform instruction. Time is carefully constructed to maximize instructional minutes and minimize disruptions due to test-taking.

Imagine School at Lakewood Ranch will follow State Standards in addition to utilizing the adopted research based curriculum approved by the Department of Education.

SECTION 4: CURRICULUM PLAN AND INSTRUCTIONAL DESIGN

The B.E.S.T. Standards and NGSSS are the basis of the Standards-Based Curriculum, which is characterized by challenging academic standards that seek high achievement for all students. Standards are clearly articulated at each grade level, building upon a solid content base in each academic subject. Students expand prior knowledge through a curriculum built with spiraled standards, focusing on inquiry and project based applications of key concepts and universal ideas. Instructional practices vary, ensuring that teachers meet the needs of students with diverse learning styles. Integrated units engage students in creative activities and encourage them to make mental connections between disciplines. The four academic subjects of reading and language arts, mathematics, social studies, and science are divided into strands that organize them into essential information and skills needed by all students.

The curriculum is characterized by using the challenging **Florida's B.E.S.T Standards** that lead to high achievement for all students. Standards are clearly articulated at each grade level, building upon a solid content base in each academic subject.

Students expand prior knowledge through a spiraled thematic curriculum, focusing on inquiry and project-based applications of key concepts and universal ideas. Instructional practices vary, ensuring that teachers meet the needs of students with diverse learning styles.

The curriculum provides students and teachers with world class learning opportunities, with a focus on the following:

- Learner centered results
- Authentic and challenging materials and activities
- Critical thinking and creative problem solving
- Technology as a learning tool
- A hands-on, minds-on approach to learning
- Personal and global perspectives
- Reflection and exchange of ideas
- Interdisciplinary thematic units

We believe that engaging students in a rigorous standards-based curriculum is essential to student achievement and success. The curriculum characteristics allow for flexibility, yet maintain high and appropriate expectations for all. At Imagine Schools, the curriculum ensures that students enjoy the moment, and learn for a lifetime.

At Imagine School at Lakewood Ranch we focus on the following:

1. Integration of the **Florida's B.E.S.T Standards** and the Next Generation Sunshine State Standards into meaningful inquiry based learning. All students will receive the essential curriculum determined by local and state guides for a highly rigorous program; however, it may be packaged differently than in existing comprehensive public schools. Teachers will use curriculum to engage students and to challenge them to understand concepts. Teachers will use authentic learning to create intellectually challenging work and utilize formative assessments to drive instruction.

2. In addition to the district and state curriculum, Imagine School at Lakewood Ranch will define the essential competencies embedded in the school's mission statement, devise ways in which they can be taught, and develop methods for assessments.

3. Each student's parents/guardian will become a significant partner with Imagine School at Lakewood Ranch in the education of the student. Through the use of different forms of communication, teachers and parents/guardians can work together for students' educational and personal success.

4. The development of Professional Learning Communities (PLC) is an essential component for the Imagine Lakewood Ranch staff to learn together. This school seeks to break the mold of the impersonal staffing structures and curricular delivery inherent in a typical school model. In order to support active learning, teachers will need to be able to use multiple strategies to give students different entry points to learning. Teachers must be prepared as diagnosticians,

planners, and leaders who know a great deal about the learning process and have a wide spread repertoire of tools at their disposal.

Professional development within the learning community will focus in the acquisition of diverse strategies ranging from whole class instruction, guided inquiry, small group, discussions, independent work, projects, experiments, book and internet research, constructions of models and products, use of technology, explicating teaching of academic skills, and scaffolding. We have adopted the model of a school wide instructional coach that assists with the ongoing needs of the training at the school. Our coach meets with the regional curriculum coordinator (train the trainer) and the information/strategies are rolled out at the school.

Florida's B.E.S.T Standards and Next Generation Sunshine State Standards are clearly articulated and aligned to each grade level to guide teachers, students and parents toward high levels of learning. Furthermore, for each standard, a description is clearly delineated and described by the content (what students should know) and the depth of knowledge (what students should be able to do).

The content and depth of knowledge lead towards mastery of the standard. The standards of the core curriculum, both content and application, are the primary guides for what to teach and to assess.

Imagine School at Lakewood Ranch's course offerings will ensure that students meet or exceed state and district requirements. Imagine School at Lakewood Ranch follows the district guidelines on the courses and minutes that are required to be offered to our students. This includes Reading, Writing, Mathematics, Science, Social Studies, Specials and Physical Education.

Discipline	Strands and Tools
English Language Arts	Florida B.E.S.T. Standards: Foundational Skills, Reading, Communication, Vocabulary Tools for Support: Benchmark Advance, Fundations, Lexia, Study Skills, iReady Magnetic Reading
Social Studies	Next Generation Sunshine State Standards: American History, Geography, Economics, Civics and Government, Financial Literacy Tools for Support: History Alive!, Gateway to American Government

Mathematics	Florida B.E.S.T. Standard Strands: Number Sense and Operations, Fractions, Algebraic Reasoning, Measurement, Geometric Reasoning, Data Analysis and Probability, Mathematical Thinking and Reasoning. Tools for Support: Go Math and Math Nation
Science	Next Generation Sunshine State Standards: Physical Science, Life Science, Earth and Space Science, Nature of Science Tools for Support: Florida Science

Overview of Reading Program

We are committed to educating the students of Imagine School at Lakewood Ranch in ways that will meet and exceed reading expectations for life-long learning. Specific goals of our reading program are to increase the number of students reading at and above grade level, and to reduce the number of students reading below grade level.

Imagine School at Lakewood Ranch will follow the requirements set for the district's reading plan to ensure that all students receive rigorous academic instruction. Developmental reading programs that go beyond comprehensive intervention programs are necessary to ensure reading growth for all students. This instruction and corresponding materials are aligned with the **Florida's B.E.S.T Standards** and support the students in transferring strategies and skills to their content area classroom instruction. All developmental reading materials will be consistent with scientifically-based reading research and provide a range of leveled, high interest text to support differentiated reading instruction that targets student needs.

Imagine School at Lakewood Ranch will **utilize F.A.S.T-Florida Assessment of Student Thinking, STAR Renaissance, and Curriculum check points,** outlined by the Florida Department of Education, to monitor mastery of standards and learning gains.

Reading instruction includes whole class and differentiated small group instruction, with all essential elements of reading being addressed during this time.

Students participate in independent reading activities where access to multi-leveled texts and text representations of various genres and interests are readily available through our school library, classroom libraries and computer labs.

Our middle school students that score at a Level 1 and 2 in FSA Reading and who have intervention needs in the areas of decoding and/or fluency receive extended reading intervention.

In keeping with state guidelines, this instruction consists of:

- Whole group explicit instruction
- Small group and individual differentiated instruction
- Independent reading practice monitored by the teacher
- Florida State Standards specific to the subject area aligned and used during the reading course.
- A focus on informational text at a text complexity matching **F.A.S.T-Florida Assessment of Student Thinking.**

Students scoring a Level 1 and 2 will be enrolled in an additional reading course as required. The intensive reading course will diagnose each student's individual reading needs. Progress monitoring and continual assessments will be ongoing throughout the school year. Student progress will be shared with the students and their parents.

Overview of the Mathematics Program

Our curriculum will provide students with in-depth, standards-based mathematics content that reflects the best thinking of mathematicians and teachers. It is our goal to ensure that every student achieves the essential skills needed for mathematical literacy. Our teachers will have mathematical knowledge beyond the curriculum that is taught and participate in ongoing professional development to better serve our students.

Overview of the Science Program

Effective science education begins early for our students, when parents and teachers respond to a student's natural curiosity about the world around him or her. Imagine School at Lakewood Ranch will offer a science curriculum that reflects the practices of scientists by providing hands-on, minds-on opportunities for students to apply the scientific method. Our goal is for students to inquire, explore, analyze, classify, and test hypotheses in the classroom and in their environment.

Overview of the Social Studies Program

The Social Studies portion of the curriculum will be incorporated throughout the school's daily schedule. Elementary teachers infuse the personal and global perspectives throughout their Reading, Science, Mathematics, and electives blocks, while middle school students take the required Social Studies courses for promotion. The lessons range from cultures to environments, providing the integration, extension and application of knowledge to active participation in global society.

Overview of Health and Physical Education Program

Imagine School at Lakewood Ranch Health and Physical Education curriculum focuses on health and physical fitness skills. As our students progress through the grade levels, they will participate in activities and experiences that emphasize the importance of a healthy lifestyle. Imagine School at Lakewood Ranch will focus on building understanding, knowledge, and developmental skills and practices related to health and physical fitness.

Imagine School at Lakewood Ranch Plan for At-Risk Students/MTSS

First Stage: The Plan

For the 2022-2023 school year elementary schedule, we have implemented an MTSS block in which students that need additional academic strategies and support will be provided. This hour block, called Success Hour, in which the students are divided in groups by their academic needs will provide them with more academic support in Reading.

To make this plan a success, classroom teachers, special teachers, ESE staff, and School Leaders work with their specifically assigned group of students.

Using standardized data, we will create small groups of students with similar deficiencies (i.e. decoding, comprehension, vocabulary). These groups will be formulated with age-grade level considerations. These small groups will comprise our Tier 2 students.

As interventions progress throughout the school year, students will be assessed to ensure mastery of their standards and skills. The students' progress will be captured and charted. Using this data, we will assess how the student is progressing, comparing his/her progress to his/her peer intervention group and the other students within his/her grade.

Those students that do not show progression and have peers that show progression within their intervention group will be considered for Tier 3 interventions. At this level, an intervention plan will be put in place that will be intensive and will be on a one –to-one ratio (between student and teacher).

Second Stage: Student Assessment and Data Analysis

At the beginning of each school year, a comprehensive assessment period is initiated at our school. By the close of the second week of the school year, all of our students will have completed both teacher created grade level assessments in reading and math, as well as the Renaissance Learning STAR Assessments.

With this standardized data, we are not only able to identify those students in need of intensive interventions (our lowest quartile), but also devise groups of students that share a similar area of improvement.

As interventions progress throughout the school year, our Academic Coach will meet with our teachers to monitor the progress of the students and work with our teachers to implement

intensive specific interventions. STAR Reading Data, **iReady Magnetic Unit Interim Assessments**, DRAs, **Benchmark Advance assessments, Lexia, Rewards,** and teacher-created assessments will be the basis of this on-going assessment and analysis of student progress.

Third Stage: Implementation

Each week, the teacher will work on a targeted skill with their respective group. Utilizing the continuous improvement approach, the teacher will teach, review, and assess the student on the targeted skill. If the student(s) shows growth with this skill, the teacher will move on to the next skill. If the student(s) does not show mastery, the teacher will re-teach the targeted skill in a new fashion to ensure student understanding.

To ensure maximum student success, we will be utilizing these intervention programs for the 2022-2023 school year:

- FUNdations-Wilson Reading
- iReady Magnetic Reading-A Curriculum Associates Program
- STAR-Renaissance Learning
- Lexia-PowerUP
- Rewards-A Cambium Learning Group
- Benchmark Advance-Intervention tools
- Learning A to Z-A Cambium Learning Group

Once a month, our **MTSS** Team will meet to analyze student data and progression within the tiers. If a Tier 2 student shows significant progression, he/she will be placed back into the Tier 1 population. However, this student will be monitored closely. If he/she regresses, he/she will be placed back into Tier 2 interventions.

On the other hand, those students that continue to not progress and have peers that show progression (utilizing student data), those students will be considered for Tier 3 interventions. These intensive interventions will be on a one-to-basis between instructor and students.

Fourth Stage: Supplemental Intervention

In addition to our designated intervention time our teachers will have the ability to pull students to do small group differentiation.

These interventions can be either administered to those students already receiving interventions during our morning session or administered to those students that are not receiving interventions in our morning session, but are on the border of falling into our lowest quartile. These interventions will be teacher led and can be either math or reading based.

Fifth Stage: Professional Development

For any quality intervention plan to be successful, it is extremely important to have a strong professional development plan in place. Our team of School Leader, Instructional Coach, and

educators will work together to plan, formulate, and present quality professional development that will enhance our Intervention program.

This upcoming year, our Intervention Professional Development will focus on:

Data Collection

Gradual Release Model

Small Group Instruction

Differentiated Instruction

Coaching/Modeling of delivery of focus skills lessons

Imagine School at Lakewood Ranch-Middle School Intervention Plan

Reading Level 1 or Level 2

Those students that scored at Level 1 or Level 2 on the Reading portion of the FSA, will take a Reading course that will be in addition to their Language Arts course.

The teacher of the class, will be Reading Endorsed or in the process of getting endorsement, will be utilizing the **Lexia PowerUP and the Rewards** series will allow the students to work at their own pace and improve their reading comprehension, vocabulary, and fluency.

In addition, we will continue to use the STAR Assessment and the interventions that are suggested with the program.

Math Level 1 or Level 2

Math interventions for those students that scored at Level 1 or Level 2 will be done within the mathematics classroom. The teacher will pull these students for small group instruction. Within these groups, the teacher will focus on computation, problem solving, and geometry skills, or specific areas of weakness identified through FSA.

As with all interventions, on-going progress monitoring will be implemented and utilized with these particular students. With the data, we will be able to chart the progress of our students over the course of the year.

SECTION 5-STUDENT PERFORMANCE

Imagine School at Lakewood Ranch's comprehensive assessment system monitors and documents performance and uses these results to improve student performance. Assessment is an integral part of instruction and occurs in formal and informal ways. When we identify students performing below grade level they are not only provided with differentiated instruction of leveled readers, task cards and reteach components but also have the opportunity to practice focus skills and reinforce content through the software programs that align with the curriculum. Students who are identified as being below grade level are also given specific and intentional interventions based on identified areas of weakness(es). Students are progress monitored monthly and placed into MTSS for additional problem solving resources and support as needed.

The baseline for determining student academic achievement and progress at the School is established using student academic performance on the Florida Assessment Programs in grades 3 and above. The specific assessments include Florida Standards Assessment (FSA) in English Language Arts and Math, the Statewide Science Florida Comprehensive Assessment Test (NGSSS) in Science, and the End of Course Assessment (EOC) in Civics and Algebra 1. A variety of formative assessments are utilized, including teacher observation, student exit tickets, student class participation, student conferencing, and projects/presentations. STAR Renaissance, along with publisher-developed chapter, unit, and/or benchmark assessments, are used for progress monitoring.

2022-2023 School Year Goals as stated in our School of Excellence Plan.
READING

By the end of the school year, 53% of students will be at a Proficient Level or higher, as measured by the ELA F.A.S.T. State Assessment.

By the end of the school year, 55% of our LQ and overall students will demonstrate learning gains, as measured by ELA F.A.S.T. State Assessments and STAR Renaissance.

45% of our subgroups (ELL, ESE, African American, Multiracial) will demonstrate academic growth as monitored through our STAR Renaissance and ELA F.A.S. T. State Assessments.

MATH

By the end of the school year, 51% of students will be at a Proficient Level or higher, as measured by the Math F.A.S.T. State Assessment.

By the end of the school year, 60% of our LQ and overall students will demonstrate learning gains, as measured by Math F.A.S.T. State Assessment and STAR Renaissance

45% of our subgroups (ELL, ESE, African American, Multiracial) will demonstrate academic growth as monitored through Math F.A.S.T. State Assessment and STAR Renaissance.

Proficiency	ELA	Math	Civics	Science	Accel.
17-18	*51*	*51*	*65*	*43*	*62*
18-19	56	53	83	38	67
20-21	*46*	*39*	68	31	70
21-22	***48***	***46***	***77***	***39***	***52***
Learning Gains					
17-18	*49*	*52*			
18-19	55	61			
20-21	*43*	*38*			
21-22	*57*	*52*			
Learning Gains LQ					

17-18	*36*	*42*
18-19	*51*	*54*
20-21	*50*	*33*
21-22	**52**	*58*

FSA Math Grade Level Comparative Data					
Grade	2022	2021	2019	2018	2017
Grade 3	53	35	44	49	48
Grade 4	62	51	70	64	77
Grade 5	37	24	45	57	48
Grade 6	30	30	47	38	48
Grade 7	50	43	62	61	53
Grade 8	37	44	56	35	53

FSA ELA Grade Level Comparative Data					
Grade	2022	2021	2019	2018	2017
Grade 3	47	36	69	50	71
Grade 4	50	63	51	62	66
Grade 5	55	61	56	48	67
Grade 6	42	40	51	46	33
Grade 7	52	27	62	38	49
Grade 8	38	44	40	60	52

SCIENCE

8th grade data	2018	2019	2021	2022
Nature and Science	70%	67%	70%	57%
Earth and Space Science	74 %	67%	72%	77%
Physical Science	81%	83%	55%	71%
Life Science	77%	62%	70%	83%

5th grade data	2018	2019	2021	2022
Nature and Science	74%	72%	61%	74%
Earth and Space Science	63 %	60%	72%	63%
Physical Science	88%	82%	83%	76%

Life Science	75%	75%	70%	61%

Civics Assessment Annual Comparative Data						
Year	2022	2021	2019	2018	2017	Average
Civics Proficiency	77	68	83	65	66	71.8

Federal Percent of Points Index-ESSA Subgroups			
	Reading % Scoring Satisfactory 2022	Reading % Scoring Satisfactory 2021	Difference from 2021 to 2022
All Students	53	46	7
Black/African American	29	16	13
Hispanic	52	33	19
English Language Learners	33	27	6
Students with Disabilities	37	35	2
Economically Disadvantaged	46	41	5
Multiracial	33	N/A	
White	59	51	8

Imagine Charter At Lakewood Ranch
2021-22 English Language Arts Assessment Gains

Category	Students Achieving Learning Gains	Low 25% of Students Achieving Learning Gains
Total Students	57.1%	51.9%
Economically Disadvantaged	52.4%	52.6%
English Language Learners	43.5%	45.5%
Foster	*	*
Homeless	*	*
Migrant	*	*
Military Family Student	*	*
Students with Disabilities	44.8%	33.3%
American Indian/Alaskan Native	*	*
Asian	*	*
Black/African American	31.3%	*

Hispanic	54.5%	61.1%
Multiracial	*	*
Native Hawaiian/Other Pacific Islander	*	*
White	62.2%	58.6%
Female	59.8%	63.6%
Male	54.3%	43.8%

*Data are suppressed when the total number of students within a subgroup (across all categories) is less than 10 and is noted by an asterisk (*).

Imagine Charter At Lakewood Ranch
2021-22 Mathematics Assessment Gains

Category	Students Achieving Learning Gains	Low 25% of Students Achieving Learning Gains
Total Students	51.9%	57.7%
Economically Disadvantaged	47.6%	63.9%
English Language Learners	36.4%	*
Foster	*	*
Homeless	*	*
Migrant	*	*
Military Family Student	*	*
Students with Disabilities	48.4%	54.5%
American Indian/Alaskan Native	*	*
Asian	*	*
Black/African American	47.1%	60.0%
Hispanic	52.8%	73.3%
Multiracial	*	*
Native Hawaiian/Other Pacific Islander	*	*
White	52.9%	52.0%
Female	49.1%	50.0%
Male	54.7%	65.4%

*Data are suppressed when the total number of students within a subgroup (across all categories) is less than 10 and is noted by an asterisk (*).

For the following years, our goal is for students to score at above or above grade level according to the State assessment outcomes.

Placement and Progression

Class Size

Imagine Lakewood Ranch will be compliant with class size reduction requirements in all grades.

Currently, this requires that classes in grades K-3 will have an average of 18 students, and classes in grades 4-8 will have an average of 22 students.

Student Placement and Promotion

Imagine School at Lakewood Ranch will follow the district's student progression plan when it comes to school student placement and promotion.

Graduation Requirements

Imagine School at Lakewood Ranch will follow the district's requirements for graduation.

Assessment and Evaluation

Imagine Lakewood Ranch will continue to administer the state-required assessments.

For the following years, our goal is for students to score at above or above grade level according to the State assessment outcomes.

Methods of Measurement

The effectiveness of the curriculum is evaluated each year by a review of data from the district and state mandated tests and Imagine Schools' parent, teacher and student surveys. The district and mandated tests will help the school determine how our students are progressing compared to the district and state.

State required assessments administered to our students include **ELA and MATH F.A.S.T State Assessments, STAR Renaissance, Algebra and Civics EOCs, Science NGSSS.**

5e. The table below describes **additional** assessments and tools.

STAR Renaissance Screener and progress monitoring tool (State Required Assessment)	The Star Early Literacy, **Reading and Math** assessment is an online, adaptive instrument that students complete independently in approximately 15-20 minutes. This screening instrument assesses the readiness of each student for **Grades VPK-8th.**

NGSSS **Science** (Next Generation Sunshine State Standards) (State Required Assessment)	**The Next Generation Sunshine State Standards** is part of Florida's overall plan to increase student achievement by implementing higher standards. **It is** administered to all 5th and 8th grade students in the area of Science. This assessment consists of criterion-referenced tests which measures student progress in Science towards the **Next Generation Sunshine State Standards.**
F.A.S.T. (Florida Assessment of Student Thinking) (State Required Assessment)	Florida's K-12 assessment system measures students' achievement of Florida's education standards, which were developed and implemented to ensure that all students graduate from high school ready for success in college, career, and life. Assessment supports instruction and student learning, and test results help Florida's educational leadership and stakeholders determine whether the goals of the education system are being met.
EOCs End of the Year State Assessments (State Required Assessment)	Civics, Algebra I and Geometry
Progress Reports	This ongoing form of progress monitoring provides parents with information related to their child's success in each course.
STAR *Progress Monitoring Tool*	The Renaissance Learning platform provides a variety of reports to assist teachers in analyzing student understanding, specific standards mastered, and guides planning for additional instruction for areas of need.
HMH Go Math (grades K-5)	Go Math! sets teachers up for success with a practical roadmap for daily lesson planning and progress monitoring assessments. Some assessments automatically place students into personalized and adaptive practice. There are also ready-made small group mini lessons for targeted skills support.

	Additionally, the program offers abundant resources for centers, differentiated instruction, including Tier 2 and Tier 3 support.
iReady Magnetic Reading (grades 3-5)	Magnetic Reading is a coherent, content-rich curriculum including benchmark-aligned curriculum, content roadmap, scaffolded activities, and assessments. It is used as a supplemental program during the school's intervention block to strengthen students' comprehension, fluency and vocabulary. Scaffolded supports throughout the program help students to build stamina in reading grade-level content.
Benchmark Advance ELA (grades K-5)	Benchmark Advance is a structured literacy program which is standards-aligned and informed by the latest research in the science of reading. The program contains vertically aligned units that empower students to engage deeply with a topic to build skills within and across grades. Topics are knowledge-based, expanding both general and academic vocabulary in support of reading, writing, and constructive conversation.
StudySync ELA (grades 6-8)	StudySync provides instructional content, lesson plans, and all other supplemental and scaffolded resources. This curriculum allows students to write, read, and engage in academic conversations with opportunities for cross-curricular content and student choice. Within the Integrated Reading and Writing section, each unit's unique blend of contemporary and classic literature from a variety of genres comes together with the program's rigorous reading routines to instruct students toward mastery of the B E S T Standards.
Lexia PowerUp Literacy (grades 6-8)	Lexia PowerUp Literacy provides a personalized learning experience to meet the diverse needs of students in grades 6–12, whether they are several grade levels behind or show some risk of not meeting College and Career Ready Standards. The

	program provides targeted support in three strands: Word Study, Grammar, and Comprehension, to advance overall reading proficiency toward grade-level standards.
Math Nation (grades 6-8)	Math Nation helps teachers differentiate and individualize instruction to meet students' unique learning needs, speeds, and preferences. The program includes a hybrid of print and digital resources to allow students to move into more complex topics at their own pace or resources teachers can use to support students who need additional help.
Imagine's Acceleration Model	Support Tools: The Imagine Model is a compilation of best practices that support increased rates of learning, while not an assessment; it is a guide to ensure the school's organization, schedule, lesson planning, and feedback. In addition to analysis of data, PLCs, etc. to ensure a cohesive and comprehensive model of best practices.
Imagine's School Excellence Framework	Support Tools: This support tool starts by setting high expectations for every student and setting high expectations for every Imagine person at each campus, regional office, and national office. This effort will require increased focus, collaboration, innovation, and accountability.

Parents will be notified in a timely manner regarding each opportunity for accessing and reviewing the progress of students. For those students who are not making at least a year's worth of learning gains, teachers, parents and the administration will decide collectively a corrective course of action in the form of an individualized student learning plan.

When this is necessary we will follow our MTSS/Intervention guidelines. **INTERVENTION PLAN AND SUPPORT LOCATED ON SECTION 3 and 4-EDUCATIONAL PROGRAM DESIGN AND CURRICULUM AND INSTRUCTIONAL DESIGN PAGES 8-17.**

The School will provide Progress Monitoring Plans (PMP) as needed.

SECTION 6 EXCEPTIONAL STUDENTS

Imagine Lakewood Ranch is non-sectarian in its programs, admissions policies, employment practices and operations. No fees or tuition are charged, except those fees normally charged by other public schools.

We will meet all applicable state and local health, safety, and civil rights requirements. The school will not violate the applicable anti-discrimination provisions found in Florida Statues.

Students that are not making adequate yearly progress in academics are brought up to the **MTSS (Multi-Tiered System of Support)** team which includes classroom teachers, the Exceptional Student Education (ESE) teacher, principal, and the Speech Language Pathologist (SLP)/Occupational Therapist (OT) as needed.

Meetings are held **once** a month and **as needed**, to discuss all children when they are brought to the ~~RtI~~ **MTSS** team's attention. In the meetings, teachers discuss the student's overall performance and provide data that demonstrates the student's individual achievement in comparison to classmates. Appropriate strategies and interventions are then developed and implemented for the classroom setting. The student's progress is subsequently monitored on a regular basis to determine whether the student is responding to the intervention. If yes, then the interventions are continued. If not, then the student's needs may be revisited to possibly change the frequency or intensity of the interventions. The team may additionally recommend the necessity of specific evaluations/testing to help with educational planning and whether or not eligibility for special education services should be recommended.

If eligible, an IEP would then be developed and implemented, but only after input from the student's team, including the child's parents. The Imagine Lakewood Ranch Student Services Coordinator works closely with our district assigned Staffing and Compliance Teacher (SCT) to follow through on initial testing, eligibility and placement of students in special education as well as assist with IEP creation and implementation.

At Imagine School at Lakewood Ranch, we will follow the Individual Educational Plan's (IEP's) of each of our students. To ensure student success, our ESE teacher as well as our classroom teachers will work together with parents to update, modify, and follow with fidelity each student's IEP. If additional services are required, our ESE teachers will hold IEP meetings to update the services to meet the need(s) of the student.

Students will be identified by following the protocols of the MTSS process, data collecting, strategies and interventions provided, progress monitoring and working with all stakeholders to determine if a child is eligible or not for an IEP or a 504.

A school wide ESE schedule has been created to ensure that all stakeholders are aware of the time that the teachers will work with the students. We will implement an inclusionary model in which our ESE teacher will work in the classroom with the students. The minutes and the subject area in which our ESE teacher will meet with the students will be indicative of the students' respective IEP.

INTERVENTION PLAN AND SUPPORT LOCATED ON SECTION 3 and 4-EDUCATIONAL PROGRAM DESIGN AND CURRICULUM AND INSTRUCTIONAL DESIGN PAGES 8-17.

SECTION 7 ENGLISH LANGUAGE LEARNERS

Imagine School at Lakewood Ranch will include individualized instruction in all classrooms that will be appropriate to developing language growth and academic content progress. English for Speakers of Other Languages (ESOL) and Curriculum Content.

To **ensure** that classroom teachers are able to provide the appropriate individualization needed, all classroom teachers hired will be ESOL-endorsed or working towards ESOL endorsement through participation in workshops and classes. The concept of nurturing every child's potential will provide a foundation for each of the bilingual programs. Where classes for English as a Second Language are appropriate, teachers will be certified to teach English as a Second Language or will be working toward that certification until completed.

Today's classroom presents teachers with the challenge of educating students of diverse language backgrounds. To meet this challenge, the school will provide a variety of multimedia experiences for bilingual students and for students whose first language is not English. These learning experiences cover a range of interdisciplinary topics designed to help Limited English Proficient (LEP) students function in school and daily life. Audio and video features help students develop listening and reading comprehension as they build speaking and writing skills. Technology will assist ESOL students to "discover" English through entertaining animation, colorful graphics, and engaging audio. The development of language proficiency is the primary goal; the mission of the ESOL curriculum will focus on developing a successful bilingual, bicultural, and bi-literate student equipped to meet the challenges of our 21st century.

An initial identification procedure will be established at The Charter School in order to identify students that may need to receive additional instructional strategies and techniques to improve their English proficiency. All students will be screened for language proficiency upon entry to The Charter School in accordance with the META consent decree. Services for LEP eligible students will be provided in a timely manner and appropriate LEP plans will be established and maintained.

Regardless of the delivery model, The Charter School will provide equal instruction for the development of listening, speaking, reading, and writing skills of non-English speaking students through the standards-based curriculum. The standards-based academic content will be taught in ways designed to make the content and performance expectations comprehensible to ESOL students.

The methodologies to be applied for ESOL instruction at The Charter School will include the following:

- Taped stories for listening centers
- Visual aids
- Language experience approaches

- Taped stories for listening centers
- Visual aids
- Brainstorming activities
- Simplification of text
- Follow-up guided reading activities
- Predictable stories
- Questioning techniques
- Highlighting texts

English Language Learners students will have educators that are either ESOL Endorsed/Certified or are moving towards these endorsements and/or certificates by taking the appropriate ESOL classes. Our ESOL Coordinator handles the LEP Plans for our students as well as working with the teachers to ensure the plans are followed accordingly. ESOL Coordinator will be responsible for **WIDA** testing for our ESOL students.

The students that receive ESE and LEP services may (not all of the students) also participate in our **MTSS (Multi-Tiered System of Support)** program at our school. We feel that our intervention time (which is the first hour of our school day) will be **additional** instructional time that will only benefit our ESE students.

SECTION 8 SCHOOL CLIMATE AND DISCIPLINE

School Climate

As mentioned previously, Imagine Schools' Six Measures of Excellence form the fabric of the School's culture.

The safety and security of students and staff and the orderly operation of The School will be ensured through the proper implementation and effective staff training in the processes and procedures for maintaining a safe and orderly school environment. The Charter School will have its staff available to monitor the classrooms, hallways, and school grounds before, during, and after school.

Forming a virtuous character is a central part of the educational experience for every student who attends Imagine Lakewood Ranch. We will utilize research- based character development programs taking into consideration the input of students, teachers, parents/guardians, and the school leader. Imagine Lakewood Ranch utilizes the **Positivity Project teaching 24 Character traits daily throughout the school year. POSITIVITY PROJECT LOCATED ON SECTION 1 MISSION, GUIDING PRINCIPLES AND PURPOSE ON PAGES 1-5.**

Service Learning and community outreach will be a major component of the character education program. Service learning is a teaching method that engages young people in solving problems within their schools and communities as part of their academic studies or other type of intentional learning activity. Service learning also helps young people develop a range of service skills, from acts of kindness and caring, to community stewardship, to civic action.

To support the school climate Positive Behavioral Interventions and Supports (PBIS) is an approach to teaching and supporting positive behaviors and meeting the needs of ALL students. This school-wide approach to discipline focuses on building a safe and positive environment in which all students can learn.

Imagine School at Lakewood Ranch will conduct an annual School Climate Survey of parents, students, and staff. The purpose- of the survey is to gather information regarding what students, parents, and staff think about the school and their ideas about how the school can be improved in the areas of curriculum, leadership, parent support, student learning, school safety, and facilities. Survey results will provide us with critical feedback on stakeholder perceptions and will serve as a guide for improving school services.

Discipline

Imagine School at Lakewood Ranch will be in full compliance with all applicable federal, state, and local health and safety laws and regulations. Imagine School at Lakewood Ranch will implement and, where necessary, supplement the School Board of Manatee County's Student Code of Conduct. All parents will be required to read and sign the Parent-Student Agreement, which references the Code of Conduct, to which all public school students in Manatee County must comply. Our School will have a student and parent expectations form that covers in detail the teachers and staff expectations for students and their parents attending The School.

Imagine School at Lakewood Ranch follows the Manatee County's Student Code of Conduct.

SECTION 9 SUPPLEMENTAL PROGRAMMING

Imagine School at Lakewood Ranch provides a variety of supplemental programming to enhance the quality of the Educational Program. Supplemental programs include, but are not limited to: athletics (volleyball, cross country, cheerleading, football, basketball, soccer); after school clubs (Fun Clubs such as Arts and Craft, Sports, Nail It, Lego, etc); electives (Coding, Art, Student Leadership, Drama, Music, Spanish); supplemental education services (Academic Boot Camp, Summer Learning Camp, tutoring); child care (Before and Aftercare); and Social Emotional Curriculum (Centerstone Life Skills classes). Supplemental programs vary based on seasons and staff/volunteer/community partner availability.

II. ORGANIZATIONAL PLAN

SECTION 10 GOVERNANCE

The governing board is responsible for all aspects of both Imagine North Manatee and Imagine Lakewood Ranch's operations and partners with Imagine Schools Non Profit to provide services.

Notice for our meetings are properly posted and times of meetings are modified as necessary to meet the needs of stakeholders, and will continue to remain flexible to meet the needs of the parents.

Board minutes reflect Roberts Rules of Order and Sunshine Laws. The board chair signs all significant documents.

Questions are routinely raised by the board to the Principal for further review and verification. Board may add additional agenda items or table items for further investigation before voting and to get additional information.

The minutes of the board's meetings demonstrate that they provide financial oversight, approve policies and are involved in the planning for improvement. Some examples are informed of

highly qualified teachers and out of field staff; discussion of summer camp/before and after care options to increase revenue and achievement; implementation of grant expenditures and instructional expenditures.

The Parent Liaison position, which is now a requirement for charter school governing boards, was filled with board members; 100% success in ratifying complaints; board chair copied on any issues brought to the attention of the school by district.

Parent members on the board volunteer at the school; receive and read the newsletters; ask questions when something is unclear; review proposals from the auditing company; requested auditor's presence for clarification.

Board meetings routinely provide for discussion of the pros and cons of an issue. Board members do not hesitate to table a decision until they feel comfortable that they are knowledgeable enough to make a decision. Some examples of deferring action include a policy on drug testing, final approval of the audit and signing updated agreements with Imagine Schools, Inc.

All members were given a copy of the charter contract. It is also available electronically as needed. All members were given a copy of the bylaws that are included within the Operating Agreement. It is also available electronically as needed.

There have been no instances of potential conflict of interest

Governing Board Information

Current Governing Board Members

Member	Position	Profession	Member Since	Term Ends
Samantha Schannault	President	Financial Analyst	2020	2023
Vanessa Quintal	Vice President	Certified Financial Planner	2021	2024
Candy M. Genot	Member	Director of Education Programs	2021	2024
Torrey Spears	Member	Senior Project Manager	2021	2024
TBD	Member			

The role of the Governing Board will serve to set policies and approve the school's budget. The board will conduct regularly scheduled public meetings regarding all aspects related to the operations of the charter school.

The Manatee School District is the authorizer and sponsor of this charter and Imagine Schools wants to develop a close working partnership with the district.

Imagine Schools would like to form a partnership in areas like transportation, food service, staff development and psychological services. Imagine Schools would also like to develop close relationships with the ESE and ESOL departments.

Imagine Schools' overall goal is to form partnerships that will assist parents in the education of their students.

The governing board of the charter school has every intention to resolve all conflicts with the sponsor as quickly and graciously as possible. The School realizes, however, that not every scenario can be addressed so easily and therefore, the School has outlined the following method for resolving conflicts.

If a conflict arises out of terms, or relating to the contract or charter, or the breach thereof, it shall be settled by having it submitted to the designated school district staff member.

If such discussions do not result in successful resolution of the conflict then the rendered decision will be appealed to the Superintendent of Schools. If the conflict is not resolved to both parties' satisfaction at this level, the rendered decision will be appealed to the School Board of Manatee County.

The role of the Governing Board will be to serve as a policy making oversight body and will conduct regularly scheduled monthly public meetings regarding all aspects related to the operation of the charter school. The Governing Board will approve the school budget and hire the principal.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding the financing and operation of the charter school. Imagine Schools Non-Profit, Inc (ISNP) will serve as an important resource given their experience operating charter schools. The policies set by the Governing Board will then be implemented by the principal. These roles will ensure constant vigilance of the long-term academic and performance goals for the school and local community. The Principal shall give a monthly update to the Governing Board on the operation of the School addressing finances, curriculum, personnel, and facilities.

It is the intention of the Governing Board to provide an effective avenue of communication directly between parents and the Board in order to maintain adequate

The operating officer/Principal of the School will be hired by Imagine- Manatee County, LLC and

should not have any overlapping memberships, authority or other items of concern with respect to conflicts of interest.

Imagine Schools Non-Profit, Inc (ISNP) is a national network. It will work with schools throughout the country. The Imagine Schools team possesses a significant amount of experience serving diverse school populations and includes several former principals and superintendents who have spent numerous years' operating inner city public schools with student populations at high levels of academic risk.

The most important responsibilities for the Governing Board will be to set policy for the charter school and approve the budget. These strategic roles of the Board will ensure constant vigilance of the long-term academic and performance goals for the school and local community. Essentially, the Governing Board has the responsibility to set the academic and performance goals of the School and to evaluate the execution of these goals, especially by utilizing the ideas and recommendations from administrators and teachers.

Once policies are decided by the Board, the Principal will ensure that those policies flow through the entire organization.

The Board realizes that the operation and management of a school requires a great deal of expertise and management skill. In order to ensure that The School meets the goals of the Board and the community, the Board has access to resources of ISNP to provide the management and operational expertise required.

The Charter School will be a private employer. The School will not be seeking to participate in the Florida Retirement

SECTION 11 MANAGEMENT AND STAFFING

Management

Imagine Schools' vision is for every student to reach his or her full potential and discover the pathways for life-long success.

Founded in 2004, Imagine Schools is a national non-profit family of public charter schools preparing students for lives of leadership, accomplishment and exemplary character. Our non-profit network consists of 60 public charter campuses educating more than 30,000 students in 9 states and the District of Columbia. Imagine Schools partners with parents and guardians to educate their children, providing high quality schools that develop character and enrich the minds of the students we are privileged to serve.

While charter schools have flexibility in choosing curriculum and developing effective teaching practices, Imagine Charter Schools are public schools. This means our schools must meet the same academic performance standards as traditional district schools, as required by federal and state laws. Local governing boards provide oversight and accountability, partnering with

Imagine Schools for comprehensive educational and operational expertise, support and programmatic variety.

As members of the Imagine Schools' network, our schools share a common culture based on Shared Values and Measures of Excellence. These elements are foundational to our approach and belief in educating the whole child. While each school is uniquely tailored both in curriculum and structure, the integration of character development with academic's sets Imagine campuses apart.

Our work is guided by three shared values: Justice, Integrity, and Fun. We apply "Joy at Work," a unique organizational culture that puts teachers and school leaders squarely responsible for the decisions affecting the schools and students we serve.

We are privileged to partner with parents, communities, and local governing boards to deliver a high quality education that prepares students for life-long success.

School Leader

As instructional leaders, Imagine School Leaders provide guidance and coordination of the Imagine Schools Academic Excellence Framework Successful implementation of the framework requires school leaders to:

- Establish a School Excellence Plan that aligns with the Framework. This plan drives all strategic actions and is an evaluation tool to ensure that the school achieves the goals articulated in the School Excellence Plan. All stakeholders should be involved in the creation of the School Excellence Plan.
- Embed the Framework into the culture of each Imagine School. This includes holding meetings, providing communication, and initiating learning activities that promote the framework.
- Establish planning tools, such as a master schedule, that allow common planning time, common assessments, and professional learning and practice, as well as provide for progress monitoring and cohesiveness.
- Support and monitor teacher effectiveness through being present, visible, and involved. Classroom observations and immediate effective feedback, coaching, and mentoring occupy a large portion of the school leader's day. A clearly defined commitment to instructional leadership is imperative if the school leadership is to be effective.

Regional Leader

Imagine regional leaders and staff work with their schools to ensure that the expectations and elements of the Framework are implemented consistently and with fidelity. Regional leaders must:

- Review the School Excellence Plan in collaboration with the school leadership and with

the National Academic Team. The regional leader confirms the quality of the plan and signs off once verified.

- Visit classrooms to ensure that effective instructional practices are taking place.
- Analyze data from standardized tests, benchmark testing and state tests to assist in setting school and region goals and to support quality instructional practices.
- Provide feedback throughout the year on the quality of the Imagine Schools Academic Excellence Framework implementation as well as areas of improvement.
- Provide **mentoring**, coaching, and support to school leaders.
- Ensure that appropriate, aligned professional development is being offered to build greater capacity within the instructional staff.
- Communicate with staff members to ensure that the Imagine philosophy permeates the school culture.
- Develop a schedule of performance meetings with each school leader throughout the year leading to a final evaluation.

Staffing Plan

As needed, staff members will be added to meet the needs of the growth and enrollment as the school reaches its full enrollment.

SECTION 12 HUMAN RESOURCES AND EMPLOYMENT

It is the intent of the school to obtain the services of the finest teachers and administrative staff available. To accomplish this, the school will recruit using appropriate job descriptions to ensure that properly credentialed individuals apply. Each applicant will be screened by a team of professionals trained to identify individuals suited to serve in the capacity needed and who show buy-in to the philosophy of this school. Extensive background reviews are done to verify past experiences and ensure the safety of our children. This will include reference checks and fingerprinting of all employees and others serving in an official capacity.

Clearly written and detailed employment policies are reviewed and given to each newly hired employee. A significant benefits package is offered to all full time employees (30 hours or more per week), as well as a retirement program (401K).

The teachers employed by the school will be certified as required by Florida Statutes. The school may employ or contract with skilled, selected non-certified personnel to provide institutional services or to assist instructional staff members as teacher aides in the same manner as defined in Florida Statutes.

Imagine School at Lakewood Ranch will not employ an individual to provide instructional services if the individual's certificate or licensure as an educator is suspended or revoked by this or any other state, as per Florida Statute.

Imagine School at Lakewood Ranch reserves the right to mandate whatever testing of employees is deemed necessary to protect the students. At Imagine School at Lakewood Ranch,

teachers and staff will be evaluated throughout the school year utilizing the Teacher Evaluation from the Florida Consortium of Charter Schools.

Imagine School at Lakewood Ranch will not violate the anti-discrimination provisions of The Florida Education Equity Act and/or other State and Federal anti-discrimination laws and practices. The school expressly reserves the right to discharge employees after exhausting an internal due process hearing. The school will include in the employment contract thorough, consistent, and even-handed termination provisions that include appropriate due process procedures.

(Please note that all references to instructional and non-instructional positions may be full-time, part-time or hourly.)

Imagine School at Lakewood Ranch plans to provide teacher salaries competitive with the local school district taking into consideration experience, degree, and past employment history. Staff will be hired on a year-to-year basis, with contract extensions recommended on an annual basis. All employees will be hired at-will.

School Employees

Salary-Contracts are entered into at the beginning of the contract year (August 1st) and salary is entered into ADP to be distributed in 26 pay periods. For Imagine School at Lakewood Ranch, payroll is set up and processed by the business manager, with corporate support from Sharron Howe.

Timesheets for non-exempt employees are collected biweekly, reviewed for accuracy by the business manager, reviewed and approved by the principal by signature, then input into the ADP payroll system.

A payroll preview is printed, which the business manager checks for accuracies and discrepancies. If any discrepancies are found, they are corrected. Once payroll is approved by the principal, it is processed for payment by the business manager. The following Friday pay is distributed by direct deposit to ISLWR employees.

SECTION 13 PROFESSIONAL DEVELOPMENT

The development of Professional Learning Communities is an essential component for the Imagine Lakewood Ranch staff to learn together. This school seeks to break the mold of the impersonal staffing structures and curricular delivery inherent in a typical school model. In order to support active learning, teachers will need to be able to use multiple strategies to give students different entry points to learning. Teachers must be prepared as diagnosticians, planners, and leaders who know a great deal about the learning process and have a wide spread repertoire of tools at their disposal.

Professional development within the learning community will focus **on** the acquisition of diverse strategies ranging from whole class instruction, guided inquiry, small group, constructions of models and products, use of technology, explicating teaching of academic skills, and scaffolding. We have adopted the model of a school wide Curriculum coach that assists with the ongoing needs of the training at the school. Our Curriculum Coach meets with the regional curriculum coordinator train the trainer) and the information/strategies are rolled out at the school. Imagine School at Lakewood Ranch Curriculum Coach will meet with the grade levels weekly.

Examples of Professional Development offered at the beginning of the school year:

- School adopted reading Curriculum and Florida's B.E.S.T Reading Standards
- School adopted Math Curriculum and Florida's B.E.S.T Math Standards
- Progress Monitoring and Intervention Tools
- Safety and Security
- School Wide Goals and Data Interpretation

Professional Development throughout the school year will be focused on student data, grade level needs, instructional planning, and teacher's areas of improvement and support.

SECTION 14 STUDENT RECRUITMENT AND ENROLLMENT

Imagine School at Lakewood Ranch follows state statute in accepting applications from parents for a period of 60-90 days. The application form is completed online. The application/enrollment process was fully outlined in the original application.

Parent information sessions are held several times during the application period.

This year's lottery will be held the last week of February for any grade that has more applicants than seats available. This year's goal is to continue to demonstrate growth in our enrollment for the 2022-2023 school year. This year the school grew an estimate of 15 students.

School enrollment applications are available online. The school provides tours to all families. Open houses have been advertised **on our** website and newsletters.

Maintenance of Student Records as Required by Statute Imagine Lakewood

Ranch complies with statute.

Dismissal Policies and Procedures

Imagine Lakewood Ranch follows the district guidelines for dismissal of students.

See Manatee School District-Code of Conduct

More information about student enrollment is located on SECTION 2 TARGET POPULATION AND STUDENT BODY PAGES 5-8.

SECTION 15 PARENT COMMUNICATION AND COMMUNITY INVOLVEMENT

Imagine School at Lakewood Ranch will provide parents/guardians greater public school options for their children. A crucial measure of overall school quality is whether parents choose to enroll or re-enroll their children. We will use school enrollment and size of waiting lists as the primary measures of these criteria. Parent surveys and annual student retention will also be used to evaluate parent satisfaction.

Because parents are such an integral part of the school and the work and values taught and shared during the school day should be extended into the home, every effort is made to make parents partners in their children's education. Various home-school communication tools are used, including:

- Class Dojo
- Student Agendas
- School Website
- School Social Media such as Facebook
- School Monthly Newsletters
- Teachers Weekly Newsletters
- Positive phone calls and messages
- In person, phone or video conferences

Parents are encouraged to communicate with, and attempt to solve all problems with classroom teachers, as classroom teachers generally understand students better than other staff members. If lingering issues between parents and classroom teachers remain, parents are encouraged to consult with a school administrator, when necessary. If the issue cannot be resolved at the school-based administrative level, parents are referred to the Parent Liaison or Imagine Schools West Florida Regional Office. After this level, if the issue is still not resolved, parents are able to address the Governing Board.

Parents are encouraged to volunteer when possible.

Parent involvement opportunities include but are not limited to:

- Governing Board Meetings
- School Events
- Community-based Events
- Quarterly Report Card Conference Nights
- Classroom and Grade Level Needs

III. BUSINESS PLAN

SECTION 16 FACILITIES

There are no plans to change the location of the school.

There are no planned renovations unless enrollment increases to where additional space is needed.

Imagine Lakewood Ranch will continue to lease its present buildings, and does not have plans to construct additional facilities at this time.

Currently, the campus includes 36 classrooms (including an art, music, computers and physical education rooms), Curriculum Coach Room, a playground, a lunchroom, restrooms, office space, and other related educational areas. The campus can physically accommodate between 650 and 700 students, depending on the number of classrooms used for extra-curricular courses (art, music, agriculture, and physical education).

SECTION 17 TRANSPORTATION

At Imagine School at Lakewood Ranch, we have three school buses. The three buses accommodate 65-75 students.

All of our school bus drivers are certified and approved through the Manatee School District Transportation Department.

In addition, our buses are inspected every 25-28 days.

Drivers are expected to follow the established rules, guidelines, policies, procedures, and practices of the School District of Manatee County, Florida, and of our Transportation Department.

Bus Inspections take place every month and are submitted to the Manatee School District Transportation Department through Charterslink.

SECTION 18 FOOD SERVICE

Imagine School at Lakewood Ranch currently has been **using the** Manatee School District Food and Lunch Program. There are no plans on changing the contract with the district. If in the future any changes are to be made on who supplies the lunch program for the school, the school will give the Governance Board and the District ample time for changes.

SECTION 19 SCHOOL SAFETY AND SECURITY

The safety and security of students and staff and the orderly operation of The School will be ensured through the proper implementation and effective staff training in the processes and procedures for maintaining a safe and orderly school environment. The Charter School will have its staff available to monitor the classrooms, hallways, and school grounds before, during, and after school.

The Charter School will implement and where necessary supplement the School Board of Manatee County's Student Code of Conduct. Posters and related information will be posted in conspicuous areas, such as the Faculty Lounge and the main office of the Charter School. The school currently has cameras to help and support with supervision.

Students, teachers, and staff are trained for active shooter drills, lockdowns, tornado and fire drills. In addition, many of our staff members have been First Aid and CPR trained.

Imagine School at Lakewood Ranch also provides school wide expectations as described in the Family Handbook, the following rules apply in our school grounds.

Helping the child meet these expectations will facilitate the creation of a safe and orderly learning environment.

The Code of Student Conduct currently in force by The School Board of Manatee County will serve as the primary model for The Charter School. If any changes are made, all affected parties (School Board, parents and students) will be properly notified prior to the opening of school.

Our School will have student and parent expectations form that covers in detail the teachers and staff expectations for students and their parents attending The School.

Imagine School at Lakewood Ranch complies with the provisions of Florida Statute s. 1002.33 and ensures students have completed entry health examinations and immunizations requirements prior to attending.

Imagine School at Lakewood Ranch adheres to the Federal Gun Free Schools Act of 1994. The School complies with Senate Bill 7026, the Marjory Stoneman Douglas HA Public Safety Act. The School currently has a contract with Manatee County to support the school with Off Duty Officers and when these are not available a contract with Dynamic Security is also available for coverage. Imagine School at Lakewood Ranch has adopted the Active Assailant Response Plan from the District of Run, Hide, and Fight. Threat Assessment team was

The School files the Florida Safe Schools Assessment Tool (FSSAT) by October 1st, annually, and prioritizes implementation of safety and security procedures outlined with the FSSAT.

Policies and procedures for compliance with F.S. 1006.147, the anti-bullying act, are in place at the School.

SECTION 20 and 21 BUDGET, FINANCIAL MANAGEMENT AND OVERSIGHT

Imagine School at Lakewood Ranch operates under the guidelines and principals of Imagine Schools' founders, Dennis and Eileen Bakke. The school's performance within the company is measured by Six Measures of Excellence, one being "Economic Sustainability", which is the school's ability to maintain a balanced budget and positive cash flow in order to educate children over the long term.

Imagine School at Lakewood Ranch and Imagine Schools' commitment to economic sustainability has been proven by ensuring there were no budget deficits or cash flow shortages during the term of the charter. Additionally, the projected five-year budget demonstrates the school will continue to operate with a positive fund balance. If necessary, Imagine Schools, in partnership with the Governing Board, pledges to supply working capital to maintain school operations. Imagine Schools Non-Profit, Inc. (ISNP) is a 501(c) (3) non-profit organization which broadens the school's opportunities to fulfill its mission as a charitable educational organization and strengthens the school's ability to help each student reach his or her full potential and discover the pathways to life-long success.

Imagine School at Lakewood Ranch has operated in a fiscally conservative manner since its opening in 2008. We have continued to strive for economic excellence and

work towards ensuring that the school can meet its financial obligations each school year. The school maintains a strict adherence to financial controls to safeguard finances. The school adheres to segregation of duties with multiple layers of review. The School Principal, Business Manager, and Region Finance Director review the financial controls in place at the school level. This review process also takes place at the overall organizational level through the Imagine Schools National Finance Team. Monthly reconciliations are performed at the school level and then checked at each subsequent level to ensure proper internal controls and also to support accurate financial reporting. Finally, the governing board reviews the financials at each governing board meeting and approves the preliminary budget along with any amendments to ensure compliance as recorded in the approved governing board minutes.

The Financial Statements and Independent Auditor's Report for the school was performed by King & Walker, CPAs, PL. The auditors for the school were selected in accordance with the auditor selection processes outlined in Section 1002.33(9)(j)F.S.

Imagine School at Lakewood Ranch revises the budget as needed throughout the year in order to work within the board approved budget. The school prepares budget vs. actual and cash flow reports monthly to assist the school in assessing the current financial needs of the school. The School evaluates economic sustainability each year to determine if revisions are needed in areas of staffing, facility, or overall operations.

The District Assessment of 5% is calculated as part of the final budget and is typically withdrawn by the District prior to passing on FEFP funds.

Procedures for Auditing Financial Records

Imagine School at Lakewood Ranch will require that an annual financial audit of its accounts and records be completed, as required by the District, after the end of its respective fiscal year, by an independent certified public accountant.

In accordance with School Board requirements, The School will provide monthly or quarterly financial statements plus audited financial statements. In addition, The School's accounting will be maintained in accordance with the state financial and program cost accounting and reporting for Florida schools. All cost data submitted to the Florida DOE and the Manatee School District and Board will comply with appropriate requirements of the Governmental Accounting Standards Board (GASB).

Internal Financial Controls

Imagine Schools will require that an annual financial audit of its accounts and records be completed, as required by the District, after the end of its respective fiscal year, by an independent certified public accountant.

The Governing Board in conjunction with Imagine Schools shall be responsible for establishing and maintaining a system of internal control in order to provide reasonable assurance that The Charter School's assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorization and recorded properly in the financial records. Specifically, controls will be established in the following areas:

- Separation of dues for cash management
- Proper recognition of revenues and accounts receivable
- Proper recognition of expenses and accounts payable.
- Proper identification of capital purchases
- Processing of payroll
- Budgeting and financial reporting
- Risk management

Financial Management and Oversight Procedures and Safeguards

Cash Receipts:
General Process: All funds (cash or check) collected by teachers or the front desk is listed on a Money Collection Form and then given to the Office Manager for verification. The funds and forms are submitted to Business Manager who prepares deposit slip. Office Manager makes deposits on Fridays. Once the deposits have been made, all source documents are given to the Business Manager for recording into the accounting system.

Cash Disbursements:
General Process: Mail is opened by office staff. Invoices are provided to the business manager, who reviews for accuracy. Discrepancies or inconsistencies from contracted amounts or purchase orders are identified and corrected. Principal approves invoice items, amounts and general ledger coding. Approved invoices are entered into the accounting system by the Business Manager.

Upon review of accounts payable, and cash flow, the business manager will print checks, attach the approved invoice to the appropriate check and give them to the designated check signer for signature. Checks over $5,000 require two signatures.

Check signers are trained to make sure all checks have approved invoices and that the amount of the check agrees with the amount of the invoice.

At Imagine at Lakewood Ranch, we have four check signers. We do this so that we have two check signers available in the summer time when the two main signers may not be available.

Payroll Process:
General Process:
School Employees
Salary-Contracts entered at the beginning of the contract year (August 1st) and salary is entered into ADP to be distributed in 26 pay periods. Payroll is set up and processed by the Business Manager.

Timesheets for non-exempt employees are collected biweekly, reviewed for accuracy by the Business Manager, approved by the principal by signature, then entered into the ADP payroll system.

Business Manager then reviews ADP preview for comparison to the timesheets and other intended payroll changes to ensure accuracy. Discrepancies are corrected and ADP preview is reviewed again, until accurate. Principal approves final ADP review prior to processing by the Business Manager. The following Friday pay is distributed by direct deposit to school employees.

Budget vs. Actual Reports

Annually, the Principal, Business Manager, and Regional Finance Director, in collaboration with key staff and the Region Director, will prepare an operating budget based on all known revenue sources and expected expenditures, using estimates when required, and complying with all Florida statutes, for approval by the Board of Managers at a public board meeting. Once approved, the annual budget will be submitted to Imagine School Non-Profit, Inc. and the District in compliance with Rule 6A-1.0081, F.A.C., outlining anticipated revenues and expenditures by function and object codes. The annual board approved budget will be available for public record with the board minutes, a copy will be held at the Charter School site, a copy posted on the school's website in accordance with F.S. 1002.33(9)(p)(1), and a copy provided to the sponsoring district.

Daily accounting functions will be performed by the Charter School's Business Manager, to include but not limited to accounts payable, accounts receivable, cash management, and human resources. Imagine School Non-Profit, Inc. will provide a Region Finance Director to train and provide oversight of all financial duties including but not limited to the above mentioned plus maintenance of general ledger accounts, monthly closing of the financial records, and grant management.

To ensure that the school's resources are properly managed, the Region Finance Director will prepare and present periodic budget variance reports to the Board of Managers during public board meetings, with explanations for significant variances and the projected change in fund balance. The report will include a financial analysis of the statement of revenues and expenditures reflecting actual results plus year-to-date projections compared with the existing annual board approved budget and the projected changes in fund balance. The Board of Managers may adopt/approve a revised annual budget at any time, if variances suggest. Imagine School Non-Profit, Inc. will receive similarly formatted monthly reports for additional oversite. The Region Finance Director will also prepare and provide periodic financial statements including a balance sheet and a statement of revenues, expenditures and changes in fund balance to the District, as required, with function and object subtotals, as prescribed in the Florida DOE publication, Financial and Program Cost Accounting and Reporting for Florida Schools (Redbook) in compliance with Rule 6A.1.0081, F.A.C. and in accordance with F.S. 1002(9)(g).

In compliance with the Government of the United States and the State of Florida, the Charter School, in conjunction with Imagine Schools Not-For-Profit, Inc., will prepare and maintain all required reports, including but not limited to payroll records, property records and those required to maintain non-profit status.

Imagine School at Lakewood Ranch will use Imagine School Non-Profit, Inc.'s Sage Accounting Software (MAS500), or any new accounting software adopted hereafter, with secured online access for authorized personnel, for which Imagine School Non-Profit, Inc. will provide training and support. The software will have integrated general ledger, accounts payable, accounts receivable, payroll and bank reconciliation functions and be located on a secure, accessible off-site server. The chart of accounts, along with the Charter School's internal controls, will allow for transactions to be recorded accurately and appropriately, correctly identifying property purchases, with successful preparation of financial statements in accordance with generally accepted accounting principles and in compliance with the Florida Redbook. The system has undergone numerous audits of dozens of charter schools by a multitude of auditors in seven states without any findings related to the accounting system. Source documents supporting accounting transactions, including property records, are maintained at the Charter School's business office. Personnel records are maintained on the secure ADP website, as possible, and in a fireproof cabinet on site, when necessary.

To further insure strong internal controls over financial management and compliance with all financial reporting requirements, the Board of Managers will hire an independent auditing firm annually. The auditors for the Charter School will be selected in accordance with the auditor selection processes outlined in Sections 218.391 and 1002.33(9)(j), Florida Statutes

---

Imagine Schools currently retains McGriff Insurance Services as the company's insurance broker. A risk profile is developed for each school and adequate insurance is provided to mitigate the consequences of identified risks. Risks include those arising in the construction and development stage through to the opening and operation of the school. The members of the Imagine Schools operation team are trained in Employer Practices to mitigate those liabilities that may arise from inappropriate behavior. Once The Charter School is operational, the Imagine Schools operation team will continually monitor the operations of the school and will retrain the school's administrative staff and faculty on a regular basis.

Below is an example of some of the identified school-level risks and their associated methods of mitigation.

- Property Casualty: Insurance; maintenance supervisor and program; teacher supervision
- General Liability: Administrator and teacher in-services; student supervision; insurance
- Employer Practices Liability (including Teacher-Student Interaction): Administrator and teacher in-services and retraining; insurance
- Employee Theft: Background checks and fingerprinting of all staff who handle cash
- Financial Reporting Misstatement: Monthly internal budget vs. actual reviews; formal quarterly Imagine Schools Management team meetings; annual external audit
- Attendance and Student Files Statistical Data: Random review and audit of student files; daily review of attendance reports; spot checking of class counts

The school has secured insurance in order to comply with requirements specified by the District or applicable state statutes. These include:

- Errors and Omissions Insurance
- Officers and Directors of Liability Insurance
- Crime Insurance
- Commercial General Liability Insurance

- Automobile Liability Insurance
- Employees Liability Insurance
- Property Insurance

AGENDA ITEM NO. 19.6

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

Title
Approval to Notify Manatee School of Arts and Sciences of Intent to Enter Contract Renewal Discussions for the 2023-2028 School Years

Executive Summary
Florida Statutes 1002.33 (7) 9 (b) provides that a charter may be renewed provided that a program review demonstrates that the criteria set forth in statue have been successfully accomplished and that none of the grounds for non-renewal has been documented. Manatee School of Arts and Sciences has been in operation in Manatee County since the 1997 school year, serving students in grades K-5 with approximately 129 students. The current contract for Manatee School of Arts and Sciences expires on June 30, 2023. The Charter Review Team conducted a review as required by statute. The Review Process includes a Renewal Application submitted by Manatee School of Arts and Sciences, documentation review, and on-site visit. Per statute, before a vote on any proposed action to renew or not renew the charter and at least 90 days before the end of the school year, the sponsor shall notify the governing board of the school in writing of the proposed action to renew. Manatee School of Arts and Sciences is recommended for a 5-year renewal based on academic data and overall financial performance.

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

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

Recommendation
The Superintendent recommends approval to notify Manatee School of Arts and Sciences of intent to enter contract renewal discussions for the 2023-2028 School Years.

Financial Impact
The District will receive an administrative fee of five percent (5%) of the FTE on the first two hundred-fifty (250) students attending the charter school. The administrative fee provides charter management services, procession of teacher certification data, and information services including access to student information systems. Manatee School of Arts and Sciences will receive any remaining FTE and other appropriate funds for the K-5 program.

Contact
Submitting Department: District Support
Initiated by: Dr. Valerie Hyer

Attachments:
2101 MSAS Renewal Package 1.2023
MSAS Updated Renewal Application 11.2.2022

Manatee School of Arts and Sciences
Charter School Renewal Summary Table

January 2023

Area Reviewed	Compliance Indicators	Summary Notes and Recommendations
Curriculum and Instruction	14/14	Teacher and student interactions were positive, and relationships have been clearly built over time; Small group instruction during reading and math (kindergarten) was present to target the varying needs of students. Intermediate students engaged in book studies; First grade math club was interactive and executed to review any common misconceptions about the lesson; Stem lab offers science instruction that incorporates ELA and offers, consistency and content across grade levels; Evidence of math anchor charts, strategies, and vocabulary word walls displayed in almost every classroom; Common board configurations were present in every room and utilized to support instruction.
Assessment	10/10	All indicators were observed: Reviews FSA, iReady (monthly), and grades for TIER placement and grouping; SIP and Planning for Improvement Plan included Class Dojo and conferences are used for parent communication; Follows Manatee Student Progression Plan; District Assessment Calendar and I-Ready monthly windows added; Danielson model used for teacher evaluation.
Finance & Operations	27/27	Overall, all financial indicators are on target.
Safety & Security	24/24	Overall, the Campus has a sound security plan.
ESE	9/9	Extremely organized and utilized a lot of the District materials.
ESOL	7/7	MSAS has done a good great job working with their ELLs and families; Lesson plans included accommodations for their ELLs and the use of WIDA can-do descriptors.
Facilities	13/13	The school provided all the appropriate information and evidence.
Food Service	11/11	Food Service program is in compliance.
Governance	12/14	No evidence in the folder on strategies to recruit, hire, train and retain staff; The staff handbook was provided, but the submission lacked evidence; A copy of the mission/vision was placed in the folder along with parent surveys, but there was no evidence that the school's mission/vision is reflected in the school's climate.
Human Resources	12/12	All indicators met with compliance.
Insurance	6/9	Add SDMC as additional insured under E&O, Umbrella. Certificates not provided.
School Parent Communication	4/6	The submission was lacking evidence that accountability plan is shared; The handbook was provided, but no evidence that the information is being disseminated.
Student Support Services	19/20	No traditional clinic area: Duties are handled by registrar and all teachers are trained to administer meds. There is no direct evidence of instruction for bully prevention; Character education is delivered through morning meetings and was evidenced by lesson plans.
Technology & Information Services	10/10	Any mistakes were corrected on site.
Title 1	7/8	All Title I documentation is submitted and up to date; MSAS is 2 months behind on DOE399s, however most recent DOE399s have been submitted.
Transportation	4/4	MSAS currently doesn't offer transportation

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School of Arts and Sciences

Reviewer: Nichols, Marasco, Buet, Smucker

Date of Visit: 12/12/22

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

CURRICULUM and INSTRUCTION			
Indicators	**Y**	**N**	**N/A**
Curriculum			
a. Evidence of a detailed curriculum plan that illustrates how students will be provided high quality instruction to attain the Sunshine State Standards (Provide a copy of plan.)	X		
b. Evidence that curriculum is aligned to B.E.S.T. standards.	X		
c. Evidence of learning goals and objectives including how goals will be evaluated to indicate academic improvement.	X		
d. Evidence of a research-based reading curriculum including differentiated strategies for students reading at, above, and below grade level.	X		
e. Evidence of an Intervention Plan for Tier 2/3 students as required by the state.	X		
f. Evidence that reading endorsement is required for instructional staff providing Tier 3 instruction.	X		
g. Evidence that there is a plan to evaluate the effectiveness of the curriculum program.	X		
Instruction			
a. Evidence that a highly qualified instructional staff is employed. (Copy of certificates)	X		
b. Evidence that the instructional staff receives training that will support the distinctive curriculum used at the charter school.	X		
c. Evidence that reading is the focus of the curriculum and that resources are provided to support the curriculum, including staff development.	X		

CURRICULUM and INSTRUCTION			
Indicators	**Y**	**N**	**N/A**
d. Evidence of an English Language Arts block structured to meet the needs of all learners.	X		
e. Evidence of additional instructional time for struggling readers as required by DOE.	X		
f. Documentation that all instructional activities are aligned to the Sunshine State Standards and are supportive of the distinctive curriculum.	X		
g. Classroom environment is reflective of the school's commitment to reading, such as classroom libraries.	X		

Additional Notes, Comments

-Teacher and student interactions were positive and relationships have been clearly built over time.
-Small group instruction during reading and math (kindergarten) was present to target the varying needs of students.
-Intermediate students engaged in book studies with authentic texts.
-First grade math club was interactive and executed to review any common misconceptions about the lesson.
-Stem lab offers science instruction that incorporates ELA and offers, consistency and content across grade levels.
-Evidence of math anchor charts, strategies, and vocabulary word walls displayed in almost every classroom.
-Common board configurations were present in every room and utilized to support instruction.

Recommendations

-There is a need for professional development surrounding the new core materials for math and ELA so that teachers can fully implement the new curriculum.
-Science and arts instruction integrated into the core classrooms, as well as in the specials of stem and art (recommended contacting the PAInT Program at USF for a partner to help integrate arts throughout content instruction https://www.sarasotamanatee.usf.edu/academics/center-for-paint/).
-Professional development needed on how to incorporate reading intervention aspects of the wonders curriculum in order to offer another option for an evidence-based reading intervention
-professional development on where to locate math STEMscopes online resources to utilize in the classroom.

14 indicators out of 14 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School of Arts and Sciences

Reviewer: Evan McCarthy and Jessica Kearbey

Date of Visit: 12/15/22

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

ASSESSMENT			
Indicators	**Y**	**N**	**N/A**
a. Description of method used to identify the educational strengths and needs of students	X		
b. Evidence of an accountability plan including a method for reporting the results to the charter school community. (Evaluation of educational program)	X		
c. Evidence of progress monitoring plan. (Copy of plan)	X		
d. Implementation of the district Student Progression Plan:	X		
1. Students participate in all age-appropriate district and state assessments. (Copy of School's testing calendar)	X		
2. Results are communicated to parents.	X		
3. Procedures are in place to report quarterly grades and mid-term progress to parents/guardians and students.	X		
4. Students performing below grade level in reading, writing, mathematics, or science are identified and provided remedial instruction.	X		
5. Procedures are in place for graduation, promotion, remediation, retention including a process for communicating to parents/guardians and students.	X		
6. Procedures are in place for conducting annual teacher evaluations, including observation of instruction, student	X		

growth ratings based on assessment data, and processes are in place for working with lower performing teachers.			
Assessment (continued)			

Additional Notes, Comments

All indicators were observed.

- Reviews FSA, iReady (monthly), and grades for TIER placement and grouping.
- SIP and Planning for Improvement Plan included.
- Class Dojo and conferences are used for parent communication.
- Follows Manatee Student Progression Plan.
- District Assessment Calendar and I-Ready monthly windows added.
- Danielson model used for teacher evaluation.

Recommendations

10 indicators out of 10 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School of Arts and Sciences

Reviewer: Kathee Troiani

Date of Visit: 12-12-22

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status

FINANCE AND OPERATIONS			
Indicators	**Y**	**N**	**N/A**
1. Budget Preparation			
a. Identify the person who is the financial contact for the day-to-day information.	X		
b. Evidence of an established budget planning process. Provide a copy of procedures or provide a narrative of the budget process.	X		
c. Evidence that estimates are reasonably accurate.	X		
d. Evidence that budget has been approved by Governing Board and amended as required to safeguard finances. Copy of minutes.	X		
e. Evidence that state accounting code structures or a compatible cross-walk accounting structure is used. (Copy of chart of accounts). No chart of account provided but balance sheet and income statement with accounts number listed.	X		
2. Financial Accounting			
a. Evidence of fiscal accounting system for various funds – General, Special Revenue, Capital Outlay.	X		
b. Evidence that expenditures do not exceed available resources in each fund.	X		
c. Evidence of financial accounting policies and procedures. (Copy of and access to procedures manual.)	X		
d. Evidence that monthly financial statements filed timely with the District.	X		
e. Evidence that annual audit consistent with all current GASB pronouncements and submitted by the required date.	X		

FINANCE AND OPERATIONS			
Indicators	**Y**	**N**	**N/A**
f. Evidence that the independent auditor conducted an exit interview with the chair of the governing board and principal within seven (7) business days to report any findings if the audit reveals a deficit financial position. A final annual financial audit report shall be provided to the entire Governing Board, the District, and DOE, within 14 business days after the exit interview with the independent auditor.	X		
g. Evidence that the annual progress report includes documentation of charter school's financial status.	X		
h. Evidence that capital projects allocation expended in accordance with approved plan.	X		
i. Established system of accounting for fixed assets by funding source in accordance with Rules of the Auditor General 10.400 (Provide a copy of procedures or provide a narrative of the fixed asset accounting process.).	X		
j. Evidence of a property records inventory (Copy of report). 34 CFR 74.34(f) by funding source. No funding source listed, provided list under 3c that included funding sources.	X		
k. Cost report data submitted to District by required date; due to the state on Sept. 11.	X		
l. Evidence of how records are stored and maintained.	X		
m. Evidence of internal controls.	X		
3. Grants Accounting (If applicable)			
a. Established grant accounting procedures. (Copy of or access to procedures manual) 34 CFR 74.21(b)(6), 34 CFR 76.530, 34 CFR 76.702, and OMB Circular A-110	X		
b. Grant application presented to District in a timely manner for appropriate signatures.	X		
c. Evidence that grant files are adequately maintained. (Access to grant files) i. Grant proposal ii. Correspondence to and from Finance iii. Expenditure records iv. Budget amendments v. Inventory list of equipment vi. Personnel logs 34 CFR 74.21(b)(6), 34 CFR 76.730, and OMB Circular A-110	X		
d. Evidence that grant files maintained three (3) years after the grant period ends. 34 CFR 74.53(b)	X		
e. Monthly FA399 reports submitted timely with appropriate documentation. 34 CFR 76.700, 34 CFR 76.722	X		

FINANCE AND OPERATIONS			
Indicators	**Y**	**N**	**N/A**
f. Submit a final FA399 within 30 days after the grant period ends.	X		
4. Financial Viability			
a. Maintained adequate cash flow to meet salary and benefit requirements.	X		
b. Met financial obligations to District and other vendors.	X		
c. Maintain an adequate fund balance.	X		
Additional Notes, Comments			
Recommendations			

27 indicators out of 27 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School of Arts and Sciences

Reviewer: Pat Bartholomew & Sally Porter

Date of Visit: December 12, 2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

School Safety and Security Indicators	Y	N	N/A
1. Alyssa's Alert			
a. Evidence of compliance with Alyssa's Alert Testing collaboratively between the local school district, public safety agencies, and local public safety answering point- PSAP.	X		
b. Evidence that System testing was scheduled across all devices after system updates and conducted within Quarter 1.	X		
c. Evidence of a mobile panic alert system with an FDOE approved vendor, with signed contract.	X		
2. Active Assailant			
d. Evidence that the school has adopted a nationally recognized Active Assailant Response Plan and all personnel are trained annually.	X		
e. Evidence that the Florida Safe School Assessment Tool (FSSAT) has been completed.	X		
f. A copy of the Proposed Emergency Drills Schedule for the current school year.	X		
g. Evidence that two fire drills were completed within the first 30 days.	X		
h. Evidence that the school implements and promotes the use of **Fortify Florida** as evidenced by application on all mobile devices, bookmarked on all computer devices used by students; advertised on the school website; posted on the campus; included in newsletter and school publications.	X		

School Safety and Security Indicators	Y	N	N/A
i. Evidence the school conducts monthly Active Assailant Drills and proof that a Law Enforcement Officer is physically present and directly involved.	X		
j. Evidence of Monthly Threat Assessment Team Meetings including an administrator; mental health counselor; educator; and Sheriff's officer, Police Office or SRO are present in the meetings.	X		
k. Evidence the TAT team completed training through the Office of Safe Schools Staff and sent an employee through the train the trainer program.	X		
l. Evidence the Safe School Officer is present, at a minimum, during the school day when the school facility is open for instruction. A copy of the monthly attendance reporting is completed.	X		
3. Mental Health & Safe Schools			
m. Evidence the school has a Mental Health Plan on file.	X		
n. Evidence the faculty/staff received Mental Health Initial and Refresher training.	X		
o. Evidence that 80% of school-based personnel received MH awareness and assistance training or have a plan to train by end of school year.	X		
p. A copy of the Safe Schools Expenditures Worksheet detailing how Safe Schools funds were expended for the prior school year.	X		
q. A copy of the Safe Schools Policy and Safe Schools Funds form and provide the Charter School Website URL's and contact names on the form.	X		
r. Evidence that all student identification cards issued by the school to students in grades 6-12 must include the telephone numbers for national or statewide crisis and suicide hotlines and text lines.			X
s. Evidence that the principal has all school persons responsible for SESIR information participate in the required training.	X		
t. Evidence that SESIR data is accurately and timely reported.	X		
u. Evidence that the school adopted a family reunification plan.	X		
v. Evidence that every classroom door is closed and locked with the ability to conceal occupancy when class is in session.	X		
4. Jeffrey Johnston Act			
w. Evidence that the school has implemented a bullying and harassment policy.	X		

School Safety and Security			
Indicators	**Y**	**N**	**N/A**
x. Evidence that an anti-bullying and harassment program is implemented in a manner that is ongoing throughout the school year; integrated with the school's curriculum; is evident in the school's discipline policies and other violence prevention efforts.	X		
5. Jessica Lunsford Act			
y. Evidence that there is a single point of entry with clear visitor screening procedures.	X		
Additional Notes, Comments			
Recommendations			

24 indicators out of 24 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School of Arts and Sciences

Reviewer: Maribeth Mason & Sharon Rawls

Date of Visit: 12-12-2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

EXCEPTIONAL STUDENT EDUCATION (ESE)			
Indicators	**Y**	**N**	**N/A**
a. Procedures are in place and followed for determining eligibility and placement in the least restrictive environment and the provision of special education and related services to ESE students as set forth in the IDEA guidelines.	X		
b. IEPs are current *and* evidence that all staff have been informed of their specific responsibilities related to implementing the IEP.	X		
c. Personnel are trained in IEP development.	X		
d. Teachers have appropriate ESE certification	X		
e. Matrices are completed by District personnel.	X		
f. ESE education and related services are being delivered as indicated on the student's IEP.	X		
g. Required three year evaluations are completed on or before the due date.	X		
h. ESE students are receiving instruction at a level of rigor and relevance commensurate with the Florida State Standards. Evidence of material used.	X		
i. Evidence of the provision of services to gifted and talented students as indicated in students' EP's.	X		

(continued on next page)

EXCEPTIONAL STUDENT EDUCATION (ESE)	(continued)
Additional Notes, Comments Extremely organized and utilized a lot of the District materials.	
Recommendations	

9 indicators out of 9 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School of Arts and Sciences

Reviewer: Debra Estes

Date of Visit: December 15, 2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

ENGLISH as a SECOND LANGUAGE (ESOL) STUDENTS			
Indicators	**Y**	**N**	**N/A**
a. The ESOL program meets all requirements to ensure compliance with the META Consent Decree.	X		
b. All ESOL documentation will be filed electronically in Project ELL.	X		
c. Documentation of all testing for eligible students is available in the electronic student file in Project ELL.	X		
d. ESOL strategies and accommodations are being provided as indicated on the student's ELL Plan and documented on teacher lesson plans.	X		
e. ESOL staff is appropriately endorsed. Out-of-field staff information is documented and shared with parents/families.	X		
f. ESOL students are receiving instruction at a level of rigor and relevance commensurate with the Florida Standards and at their level of English language proficiency as measured by ACCESS 2.0 for ELLs.	X		
g. Classroom environment supports language development (classroom labels, use of dictionaries and/or glossaries, visuals/anchor charts).	X		
Additional Notes, Comments MSAS has done a good great job working with their ELLs and families. Lesson plans included accommodations for their ELLs and the use of WIDA can-do descriptors.			
Recommendations			

7 indicators out of 7 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School of Arts and Sciences

Reviewer: Sally Porter

Date of Visit: 12/12/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

FACILITIES			
Indicators	**Y**	**N**	**N/A**
a. A copy of the initial Certificate of Occupancy issued by the Code Enforcement Department of jurisdiction is on file at the school and has been submitted to the district, including a copy to cover any renovations.	X		
b. A copy of each annual Fire Safety Inspection performed by the Fire Marshall of jurisdiction is on file at the school and submitted to the district.	X		
c. A copy of the semi-annual County Health Department sanitation inspection is on file at the school and submitted to the district, including standards for serving food and drinking water.	X		
d. A copy of the annual Elevator Inspection (if applicable) is on file at the school and has been submitted to the district.			X
e. A copy of the schedule for Evacuation and Fire Drills for each school year as required by the Fire Marshall of jurisdiction including the dates and comments of actual drills performed. Unannounced drills shall be performed a minimum of every other month. This documentation is on file at the school and has been submitted to the district. Any time remodeling or renovation occurs, an updated copy of the floor plans shall be available at the school and submitted to the district.	X		
f. A copy of the current building floor plans to scale indicating all rooms, corridors, doors, windows, and fire exits. All rooms shall be labeled with square footage noted and a fire exiting path shall be indicated for each occupied space. Any time remodeling or renovation occurs, an updated copy of the plan shall be available at the school.	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

FACILITIES			
Indicators	**Y**	**N**	**N/A**
g. Evidence provided to the district that the facility is properly insured by the charter school entity.	X		
h. Evidence provided to the district that procedures are in place to manage and regulate hazardous materials.	X		
i. Evidence provided to the district that procedures are in place to ensure the compliance with the Globally Harmonized System (GHS) labeling requirements for hazardous product used in the maintenance activities of each charter facility to be sure that products are properly labeled.	X		
j. Evidence provided to the district that provisions have been made for the proper maintenance and upkeep of school plants, so that students and staff may attend school without sanitary or physical hazards, and provide for the necessary heat, lights, water, power, and other supplies and utilities necessary for the operation of the school.	X		
k. Evidence provided to the district that records are kept showing that Resource Conservation and Recovery Act (40 CFR Part 243-Guidelines for the Storage and collection of Residential, Commercial and Institutional solid Waste) requirements for storage, transport, emergency contingency plans, employee training, and proper disposal are met.	X		
l. Evidence provided to the district that fire sprinklers, fire alarms, fire extinguishers, and other safety equipment have been inspected and tested annually. (Copy of dated records)	X		
m. F.S. 1013.35 School District Educational Facilities Plan is due annually to DOE. Provide evidence that the following information must be reported to the district to complete the report: 1. Location of charter: **3700 32nd Street West, Bradenton, FL 34205** 2. Number of relocatables: **0** 3. Owner: **Manatee School Arts and Science** 4. Year started/scheduled: **2001** 5. Total number of student stations: **160** 6. Current student enrollment: **130** 7. Years in contract: **Since 1997** 8. Charter school projections	X		
Additional Notes, Comments			
Recommendations			

13 indicators out of 13 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School of Arts and Sciences

Reviewer: Jennifer Davis

Date of Visit: December 12,2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

FOOD SERVICE			
Indicators	**Y**	**N**	**N/A**
a. Evidence of procedures and policies covering the administration and operation of the school food service program.	X		
b. Evidence that the Governing Board has adopted policies to provide for an appropriate food and nutrition program for students consistent with Federal and State law.	X		
c. Evidence that free and reduced meals are available for eligible students.	X		
d. Free and reduced lunch applications are current and on file. The students have been appropriately coded in the district data management system.	X		
e. The charter school has a current Wellness Policy approved by the Florida Department of Agriculture.	X		
f. The charter school is using menus approved by the Florida Department of Agriculture.	X		
g. Meals served meet guidelines for meal components and portions as defined by age/grade and comply with applicable USDA regulations.	X		
h. Procedures are in place to ensure that storage and handling of foods are appropriate to sanitation standards.	X		
i. Current operating permit from the Health Department is posted.	X		
j. Production records documenting menu items. Portion sizes, amount prepared and served are kept on a daily basis.	X		
k. Evidence that the charter school's non-profit Food Service account is account is in good standing	X		

(continued on next page)

FOOD SERVICE	(continued)
Additional Notes, Comments Food Service program is in compliance.	
Recommendations	

11 indicators out of 11 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School of Arts and Sciences

Reviewer: Dr. Valerie Hyer and Denise Brigg

Date of Visit: 12/12/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

GOVERNANCE			
Indicators	**Y**	**N**	**N/A**
1. The following essential documents are available, up-to-date, signed, dated, appropriately organized, readily accessible, and professionally presented in a notebook or file.			
a. Charter School application, contract, and any amendments.	X		
b. Incorporation papers with bylaws (Include renewals).	X		
c. Evidence that the Governing Board has completed the required Governance Training	X		
d. Evidence that the Governing Board has undergone background screening.	X		
e. Evidence of documentation informing parents how to register a complaint or place an item on the Governing Board Agenda.	X		
f. Evidence that parents are aware of how to contact the Governing Board.	X		
g. A set of documents organized chronologically containing Governing Board meeting announcements, meeting agendas (including citizen input) and meeting minutes (dated and signed). These items should be available upon request.	X		
h. Evidence of policies that have been adopted by the Governing Board. Each policy is dated, signed and adoption dates are included in minutes.	X		
i. Provide an organization chart for the school, including the relationship of the Board to the school's leadership.	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

GOVERNANCE			
Indicators	**Y**	**N**	**N/A**
j. Provide a list of current Board members. Provide a brief description of the person's background.	X		
2. Parents are informed about the procedures by which the charter school resolves disputes.	X		
3. Evidence of timely submission of the state required Annual Report indicating compliance in all areas or a corrective action plan for areas out of compliance.	X		
4. Description of the required qualifications of teachers and the strategies used to recruit, hire, train and retain qualified staff to achieve the best teaching and learning results.		X	
5. Evidence that the school's mission/vision is reflected in the school's climate.		X	

Additional Notes, Comments

4- No evidence in the folder on strategies to recruit, hire, train and retain staff. The staff handbook was provided, but the submission lacked evidence.

5- A copy of the mission/vision was placed in the folder along with parent surveys, but there was no evidence that the school's mission/vision is reflected in the school's climate.

The school's website is very user friendly, and it is very organized and easy to find information.

Recommendations

Save pamphlets and or flyers that advertise recruiting. Take photos of the mission in action to include in the binders for the next renewal period.

12 indicators out of 14 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School of Arts and Sciences

Reviewer: Dr. Silvana Ianinska

Date of Visit: December 12, 2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

HUMAN RESOURCES			
Indicators	**Y**	**N**	**N/A**
a. Policies and procedures for the appointment, compensation, promotion, suspension and dismissal of employees are documented and approved by the Governing Board. (Evidenced in minutes.)	X		
b. All employees and Governing Board members have been fingerprinted and have Florida Department of Law Enforcement background screenings on file at the school. (1012.32, 1002.33 (12) (g))	X		
c. School policy for a drug-free workplace is kept on file.	X		
d. Evidence that job descriptions are on file for all employees, including the principal.	X		
e. Evidence of an employee agreement/contract is on file for each employee including the principal. The agreement should include salary, duties, and dates of employment.	X		
f. Evidence of teacher certification document kept in files.	X		
g. Evidence for licenses of professional staff: Speech/Language Pathologist, Physical Therapist, Occupational Therapist on file.	X		
h. Personnel files are maintained appropriately including copies or the following documents: social security card, driver's license, employment application, employment contract, references, official transcript, teaching certificate, license, evaluation, medical records, I-9 forms, W-4 payroll form, current year evaluation	X		

HUMAN RESOURCES			
Indicators	**Y**	**N**	**N/A**
i. Evidence of staff development opportunities including topic, date and list of participants.	X		
j. A complete list of charter school employees is on file, including name, address and phone number.	X		
k. Evidence of policies and procedures for sick leave/personal leave.	X		
l. Evidence that a policies and procedures manual is made available to personnel.	X		
Additional Notes, Comments			
Recommendations:			

12 indicators out of 12 met with compliance.

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School of Arts and Sciences

Reviewer: Bill Kelley, Risk Management

Date of Visit: Desk Review

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

INSURANCE			
Indicators	**Y**	**N**	**N/A**
a. Insurance policies are on file documenting active coverage with minimum limits as set forth in the charter contract.		X	
b. School Leaders-Errors & Omissions	X		
c. Commercial General Liability	X		
d. Workers' Compensation/Employers Liability		X	
e. Property Insurance (*including boiler and machinery coverage)*	X		
f. Benefits Administration Coverage (to provide employee benefits i.e. health, life)	X		
g. Automobile Liability Insurance	X		
h. Evidence that the certificates of insurance have been provided to the district office indicating the district as an additional insured.		X	
i. Liability limits of one million per occurrence and two million aggregate.	X		
Additional Notes, Comments If district owns property, we need to be loss payable. Add SDMC as additional insured under E&O, Umbrella.			
Recommendations Workman's Comp file is umbrella policy. Auto Liability Policy (limited to hired and non-owned vehicles only). NO CERTIFICATES PROVIDED.			

6 indicators out of 9 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School for Arts and Sciences

Reviewer: Dr. Valerie Hyer and Denise Brigg

Date of Visit: 12/12/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

SCHOOL-PARENT COMMUNICATION			
Indicators	**Y**	**N**	**N/A**
a. Evidence that the charter school provide parents with sufficient information related to student achievement.	X		
b. Describe method used to share accountability plan with parents.		X	
c. Evidence that qualifications of teachers have been communicated to parents. (Out-of-field letters)	X		
d. Evidence that school has a policy to keep parents informed of student progress, student programs, student attendance and the availability of academic assistance.		X	
e. Provide evidence that the charter school student has been provided an opportunity to participate in interscholastic extracurricular activity. (1002.33 (11))	X		
f. Provide a copy of the school's daily schedule, annual calendar, including number of days and hours of instruction.	X		
Additional Notes, Comments b.-The submission was lacking evidence that accountability plan is shared. d.-The handbook was provided, but no evidence that the information is being disseminated. Information was provided, but how can you ensure parents received the email or read the email? What is the procedure for excessive absences? No policy evidence was placed in the folder.			
Recommendations			

4 indicators out of 6 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School of Arts and Sciences

Reviewer: Bennett, Volkhardt-Rossnagle, Heffner, Kennedy, Miller

Date of Visit: 12/12/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

STUDENT SUPPORT SERVICES			
Indicators	**Y**	**N**	**N/A**
a. Clinic area is managed appropriately.	X		
b. Health services are managed appropriately, including the administering of medication. (Copy of Policy and Procedures)	X		
c. School has a Code of Student Conduct in use. (Copy of Code of Conduct and any Behavioral Contracts)	X		
d. Description of procedure for the dismissal of students. (Copy of procedures)	X		
e. Student records are appropriately managed, including an access log.	X		
f. Student cumulative records are stored appropriately.	X		
g. A copy of the semi-annual county Health Inspection is on file.	X		
h. Evidence of any community partnerships.	X		
i. Abuse Reporting (mandated) and documentation	X		
j. Documentation of Suicide Prevention training for staff (required)	X		
k. Evidence Manatee County Student Progression Plan is being followed.	X		
l. Evidence that Middle and High School courses meet NCAA requirements			X
m. Evidence of Course Acceleration opportunities for students (FLVS, Dual Enrollment)			X

STUDENT SUPPORT SERVICES (continued)			
Indicators	**Y**	**N**	**N/A**
n. Course Recovery options for Middle and High School students (required)			X
o. Evidence of Character Education (required) and bullying prevention.		X	
p. Appropriate teachers/staff are aware of Section 504 plan accommodations for students.	X		
q. The school's annual Mental Health Plan (per SB7030) is available and being followed.	X		
r. In accordance with SB7030 MH reporting requirements related to mental health services are transferred at the time of student initial registration or transfer of student records.	X		
s. In accordance with SB 7030, the use of a behavioral threat assessment instrument developed by the OSS is in place.	X		
t. Upon student transfer to a different school, verification of any interventions services provided remain in place until the threat assessment team of the receiving school determines the need for intervention services.	X		

Additional Notes, Comments

a-b. No traditional clinic area. Duties are handled by registrar and all teachers are trained to administer meds. Suggest they chart on the back of the health card.

o. While it seems that they are including bully prevention, there is no direct evidence of instruction. Character education is delivered through morning meetings and was evidenced by lesson plans. They are in the process of purchasing a character ed program.

r. Yes, although no current students require services.

s. Yes, the school indicated that they will follow the threat assessment instrument should it be needed.

t. Yes, but they have not had students who required this.

Recommendations

<u>19</u> indicators out of <u>20</u> met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School of Arts and Sciences

Reviewer: BLACK, SAUER, SCHRIER, SANDELIS, SLAFF

Date of Visit: 12/14/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

TECHNOLOGY AND INFORMATION SERVICES (TIS) PLANNING AND ACCOUNTABILITY			
Indicators	**Y**	**N**	**N/A**
a. Attendance records are on file to verify students in attendance during the October and February DOE FTE survey weeks.	X		
b. Signed original documentation for DOE FTE is submitted to the Student Information Systems Department.	X		
c. School has sufficient equipment and trained personnel sufficient to fulfill data management requirements.	X		
d. Evidence that an active FTE team is functioning to monitor the FTE process.	X		
e. Daily automated student system is maintained such that new data, missing data, and data requiring updates are handled in a prompt and timely manner.	X		
f. Staff responsible for data management attends the regularly scheduled district training to ensure accuracy of data.	X		
g. Technology and Internet Safety Policy for SDMC is followed, ensuring that student technology educational experiences are consistent with the goals of SDMC.	X		
h. Technology equipment is compatible with district equipment.	X		
i. Evidence that staffing information is appropriately reported in the student data system.	X		
j. Evidence that students have access to technology.	X		

(continued on next page)

TECHNOLOGY AND INFORMATION SERVICES (TIS) PLANNING AND ACCOUNTABILITY	(continued)
Additional Notes, Comments Indicator A – Missing signature dates in attendance. Corrected while on site. Indicator G – Sample of Technology Acceptable usage missing for staff and students. Corrected while on site.	
Recommendations	

10 indicators out of 10 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School of Arts and Sciences

Reviewer: Erin Buckley

Date of Visit: 12/15/22

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.
NO – Necessary information and/or evidence of documentation incomplete or is not in place.
N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

TITLE I COMPLIANCE			
Indicators	**YES**	**NO**	**N/A**
a. Evidence of the completion, implementation, and monitoring of the Title I Schoolwide school component assurances including the Comprehensive Needs Assessment and Title I Plan/SIP.	X		
b. Documentation of instructional strategies that strengthen the academic program and address the needs of all students, including those failing or at risk of failing.	X		
c. Evidence the Title I Parent and Family Engagement Plan is jointly developed with stakeholders and implemented as written.	X		
d. Evidence the school involves the parents and families in planning, reviewing, and improvement of Title I programs, including involvement in decision making on how Title I funds will be used.	X		
e. Evidence that instructional staff meets the state certification requirements.	X		
f. Documentation of labeled inventory and a tracking process for the any equipment or other desirable items purchased with Title I dollars.	X		
g. Timely and regular completion of the DOE399 process for reimbursement (monthly).		X	
h. Retention of Title I documentation for monitoring and auditing purposes (must be kept on site for a period of five (5) years).	X		
Additional Notes, Comments **A.** The SIP is uploaded in the crate and is focused and detailed. Evidence of action steps in the Plan are evident in documentation provided during the review visit. All Title I			

documentation is submitted and up to date.

B. Examples of student work was provided. MSAS has developed school-wide foci to move student achievement. Once example is the fact fluency initiative in math. Students set goals for math fact fluency and are assessed on a regular basis. Parents are provided strategies and materials to work at home when students struggle to meet their goals after two attempts.

C. Evidence of the joint development and input into Title I budget, and Parent and Family Engagement Plan was provided during the review.

D. Evidence of the joint development and input into Title I budget, and Parent and Family Engagement Plan was provided during the review.

E. Teaching Certificates for staff were provided during the review

F. Inventory was provided during the review.

G. MSAS is 2 months behind on DOE399s but has kept up with them during last school year and most of this year. Apparently the most recent DOE399s were drafted, but not submitted in error. The most recent DOE399s have been submitted and are in process in the Federal Programs office currently.

H. We discussed what documents should be kept in addition to those that are in the Title I Crate. MSAS keeps documents in a binder and has a shared drive with all of its Title I documents as well. They are focused on improving the retention of their Title I documentation and have improved their processes for the past two year. They are aware of the monitoring and auditing perspective; "If it's not on paper, it didn't happen," and attend to that when collecting documentation of activities.

Recommendations

C. Upload documentation from the input meetings for the 22-23 Title I Plan and Parent and Family Engagement Plan into the 21-22 crate in folder G.

D. Upload documentation from the input meetings for the 22-23 Title I Plan and Parent and Family Engagement Plan into the 21-22 crate in folder G.

G. Double check that DOE 399s are submitted monthly.

7 indicators out of 8 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School of Arts and Sciences

Reviewer: J. Warrington & L. Ottinger

Date of Visit: 12-15-2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.
NO – Necessary information and/or evidence of documentation incomplete or is not in place.
N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

TRANSPORTATION			
Indicators	**Y**	**N**	**N/A or Monitored by SDMC**
1) Evidence that transportation is provided consistent with Florida Statute 1006, 1012.45, and Florida Administrative Code 6A-3.			X
a) For Each Driver:			
i) CDL with P & S endorsements and no air brake restrictions			X
ii) Driving Record Reviews found in State System (Auto)			X
(1) Annually, before the first day of the fall semester			X
(2) Weekly Updates			X
iii) Annual Dexterity on file (with District)			X
iv) Current Medical Card on File			X
v) Random Drug testing is occurring quarterly (by District)			X
vi) 40-hour Training Certification on file (FDOE Curriculum)			X
vii) Annual 8 hours in-service on file			X
viii) Current CPR/First Aid Card (by 11.1.2020 for existing drivers/assistants)			X
b) Daily Pre-trip inspections on file for all buses used			X
i) All buses used were in service			X

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

TRANSPORTATION			
Indicators	**Y**	**N**	**N/A or Monitored by SDMC**
c) Required 30-day bus safety inspections			X
d) Bus evacuation drills (first 6 weeks of semester 1 & 2)			X
e) Safe operator plan			X
f) Policy prohibiting the use of cell phones/wireless devices while operating a school bus			X
g) Instruction about safe practices for all riders during the first 6 weeks of school			X
h) Parents notified in writing of their responsibilities and related school policies	X		
2) Route information for all students transported by school bus on file.			X
3) Evidence of contract information relevant to any situation where a parent or other driver is providing transportation services.	X		
4) Evidence that any vehicle owned or leased by the school and used to transport students is certified and properly insured.			X
5) Copy of contract for student transportation is on file.	X		
6) Evidence of policy and procedures to enforce high standards for student conduct on school buses.			X
7) Spare bus(es) back-up plan in the event a bus is out of service.			X
8) Accident procedures are on file.			X
9) Evidence that transportation is not a barrier to equal access to the charter program.	X		
Additional Notes, Comments MSAS currently doesn't offer transportation. The administration at the school stated that they are considering providing transportation within the next 2-3 years. We offered any assistance that might be needed.			
Recommendations			

4 indicators out of 4 met with compliance

Manatee School of Arts and Sciences

3700 32nd Street West, Bradenton, FL 34205 | (941) 755-5012 | https://www.msasgeckos.org/
Grades K-5 | Enrollment 128 ' School Specialty Program – Arts and Sciences | Principal – Clinton Jones

School Information			
Management Company	No	**High Performing Status**	No
Title I	Yes	**Accredited**	No
Board Chair	Jim Brand	**Contract Term**	Extended 2020-2023
Year Open	1997	**Grades Served**	K-5

Enrollment			
Demographics	**2019-20**	**2020-21**	**2021-22**
Total Enrollment	147	142	114
% Free and Reduced Lunch Program (FRLP)	59%	62%	68%
% Students with Disabilities (SWD)	5%	11%	12%
% English Language Learners (ELL)	16%	9%	11%
% Black	9%	12%	13%
% White	54%	55%	52%
% Hispanic	29%	24%	28%
% Other	8%	9%	0%

Academic Performance			
Indicators	**2019-20**	**2020-21**	**2021-22**
FLDOE School Accountability Grade	C	C	C
English Language Arts: % Proficiency		54%	49%
English Language Arts: % Learning Gains		56%	60%
Mathematics: % Proficiency		33%	33%
Mathematics: % Learning Gains		46%	46%
Middle School Acceleration and College/Career Readiness	N/A	N/A	N/A
Graduation Rate	N/A	N/A	N/A
Corrective Action (Yes/No)	No	No	No
Has Met Contract Performance Goals (Yes/No)	Yes	Yes	Yes

Operational Compliance and Governance			
Compliance Monitoring	**2019-20**	**2020-21**	**2021-22**
Charters.Link	95%	94%	93%
The Compliance Rating is based on the timeliness and completeness of the school's compliance with the charter contract, certain local, state and federal legal requirements, and directives/regulations issued by the FLDOE or similar jurisdictional agencies as calculated by the District's online charter school compliance system.			

Financial Performance			
Financial Performance Indicators	**2019-20**	**2020-21**	**2021-22**
Annual Revenue* (General Fund Only)	$1,407,002	$1,627,542	$1,185,941
Expenditures	$1,449,833	$1,713,283	$1,381,145
Fund Balance	$442,502	$ (81,741)	$161,557
Financial Deteriorating Condition (Yes/No)	No	No	No
Financial Corrective Action (Yes/No)	No	No	No

This document is a tool intended to inform stakeholders of a charter school's overall profile and not as a scored performance framework. A performance framework is a group of scored metrics that result in overall ratings. A school profile is a collection of critical but unscored information and/or metrics about a school that can be widely shared alongside the rating of a school's performance and quality.

ELA FAST PM1 and PM2 Charter Schools

Grade 3

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	53%	24%	15%	6%	1%	40%	25%	21%	11%	3%	-13%	1%	6%	5%	2%
District	56%	23%	14%	6%	1%	45%	24%	19%	9%	3%	-11%	1%	5%	3%	2%
2101-Manatee School of Arts and Sciences	82%	5%	14%	0%	0%	74%	9%	9%	9%	0%	-8%	4%	-5%	9%	0%

Grade 4

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	44%	23%	20%	10%	3%	34%	22%	22%	16%	6%	-10%	-1%	2%	6%	3%
District	47%	24%	18%	9%	2%	38%	22%	20%	15%	6%	-9%	-2%	2%	6%	4%
2101-Manatee School of Arts and Sciences	58%	33%	8%	0%	0%	58%	17%	17%	8%	0%	0%	-16%	9%	8%	0%

Grade 5

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	40%	26%	10%	11%	3%	33%	26%	22%	14%	6%	-7%	0%	12%	3%	3%
District	40%	27%	20%	11%	3%	35%	26%	21%	13%	5%	-5%	-1%	1%	2%	2%
2101-Manatee School of Arts and Sciences	55%	24%	14%	7%	0%	69%	21%	3%	7%	0%	14%	-3%	-11%	0%	0%

MATH FAST PM1 and PM2 Charter Schools

Grade 3

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	72%	19%	8%	1%	0%	46%	24%	22%	7%	1%	-26%	5%	14%	6%	1%
District	64%	21%	12%	2%	0%	41%	21%	24%	11%	3%	-23%	0%	12%	9%	3%
2101-Manatee School of Arts and Sciences	86%	14%	0%	0%	0%	65%	22%	13%	0%	0%	-21%	8%	13%	0%	0%

Grade 4

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	74%	16%	8%	2%	0%	49%	22%	19%	7%	2%	-25%	6%	11%	5%	2%
District	62%	19%	13%	5%	1%	42%	21%	21%	11%	5%	-20%	2%	8%	6%	4%
2101-Manatee School of Arts and Sciences	100%	0%	0%	0%	0%	67%	17%	17%	0%	0%	-33%	17%	17%	0%	0%

Grade 5

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	65%	20%	10%	4%	1%	46%	23%	18%	10%	3%	-19%	3%	8%	6%	2%
District	56%	23%	14%	6%	1%	40%	21%	20%	13%	6%	-16%	-2%	6%	7%	5%
2101-Manatee School of Arts and Sciences	86%	11%	4%	0%	0%	66%	24%	7%	3%	0%	-20%	13%	3%	3%	0%

Compliance Report As Of 01/27/2023

Manatee School Of Arts And Sciences



Compliance Score

Compliance Score		
Category	All History	This Year
How many items were due up until today:	288	81
How many items are currently over due:	2	2
How many items which are currently done were handed in late:	54	17
What is the average number of times an item was submitted before being approved:	1.19	1.18
Total Score		92
Compliance Grade		A

Compliance Score Calculation

Calculations					
Category	District Weight	History		Current Year	
		Calc	Weight	Calc	Weight
Up To Date	100	286 / 288 = 0.99	99.31	79 / 81 = 0.98	97.53
Past On Time	35	234 / 288 = 0.81	28.44	64 / 81 = 0.79	27.65
Repeated Submissions	15	1 / 1.1860 = 0.84	12.65	1 / 1.1772 = 0.85	12.74
Total	150		140.39		137.93
Percentage of Possible			93.59		91.95
District Weighting of Current / Past			25%		75%
Weighted Annual Score			22.99		68.96
Final Score			92.36		

Assigned Submission Items

Manatee School Of Arts And Sciences

Due Date	Title	Submitted On	Submitted By	Completed On	# Submits	Handed In
07/10/2022	Monthly Bus Inspections	12/06/2021	C. Jones	12/20/2021	1	216 days early
07/20/2022	Monthly Financial Statements	07/20/2022	C. Jones	07/28/2022	1	0 days late
07/30/2022	Governing Board Meeting Minutes and Agendas	08/01/2022	C. Jones	10/04/2022	1	2 days late
08/01/2022	Alyssa's Law Compliance	08/01/2022	C. Jones	09/07/2022	1	0 days late
08/01/2022	Annual Cost Accounting Report	08/01/2022	C. Jones	08/12/2022	1	0 days late
08/01/2022	Annual Unaudited Financial Report	07/20/2022	C. Jones	08/12/2022	1	12 days early
08/01/2022	Automotive Insurance	08/01/2022	C. Jones	08/12/2022	1	0 days late
08/01/2022	Charter School Annual Assurances	08/01/2022	C. Jones	08/12/2022	1	0 days late
08/01/2022	Comprehensive Emergency Response Plan	09/26/2022	C. Jones		2	56 days late
08/01/2022	Comprehensive Reading Plan Agreement FORM	08/01/2022	C. Jones	08/31/2022	1	0 days late
08/01/2022	CPR Cards / First Aid Training Certificates	10/04/2022	C. Jones	10/04/2022	3	64 days late
08/01/2022	Emergency Drills Schedule TEMPLATE - PROPOSED Drills for the year	08/01/2022	C. Jones	08/15/2022	1	0 days late
08/01/2022	ESE, 504 and ELL Program Structures FORM	08/01/2022	C. Jones	09/19/2022	1	0 days late
08/01/2022	Fire Inspection	08/01/2022	C. Jones	08/12/2022	1	0 days late
08/01/2022	Food Service Plan / Contract	08/01/2022	C. Jones	08/12/2022	1	0 days late
08/01/2022	Fortify Florida Compliance	08/01/2022	C. Jones	09/07/2022	1	0 days late
08/01/2022	General Commercial Liability Insurance	08/01/2022	C. Jones	08/12/2022	1	0 days late
08/01/2022	Governing Board Meeting Schedule TEMPLATE	08/01/2022	C. Jones	08/17/2022	1	0 days late
08/01/2022	Governing Board Member Required Initial/Refresher Governance Training & Fingerprint Clearance Letters	08/01/2022	C. Jones	08/18/2022	1	0 days late
08/01/2022	Governing Board Members and Officers TEMPLATE	08/01/2022	C. Jones	08/18/2022	1	0 days late
08/01/2022	Health & Safety Inspection	08/01/2022	C. Jones	08/12/2022	1	0 days late
08/01/2022	Parent Contract	08/01/2022	C. Jones	08/15/2022	1	0 days late
08/01/2022	Professional Liability/Errors & Omissions/Directors & Officers Insurance	08/01/2022	C. Jones	08/12/2022	1	0 days late
08/01/2022	Property Insurance	08/01/2022	C. Jones	08/12/2022	1	0 days late
08/01/2022	Reading Remediation Plan	08/01/2022	C. Jones	09/19/2022	1	0 days late
08/01/2022	Record of Grants Received	08/01/2022	C. Jones	08/18/2022	1	0 days late
08/01/2022	Retained Services of Audit Firm	08/01/2022	C. Jones	09/07/2022	1	0 days late
08/01/2022	Safe School Officer Monthly Attendance Reporting	08/10/2022	C. Jones	08/15/2022	1	9 days late
08/01/2022	Safe Schools Policy and Safe Schools Funds FORM	08/01/2022	C. Jones	09/07/2022	1	0 days late
08/01/2022	Secondary Insurance for Student Athletes	08/01/2022	C. Jones	08/12/2022	1	0 days late
08/01/2022	Transportation Plan / Contract	08/01/2022	C. Jones	08/30/2022	1	0 days late
08/01/2022	Updated Budget	08/01/2022	C. Jones	09/07/2022	1	0 days late
08/01/2022	Website URLs TEMPLATE	08/01/2022	C. Jones	09/07/2022	1	0 days late
08/01/2022	Workers Comp and Employers Liability Insurance	08/01/2022	C. Jones	08/18/2022	1	0 days late
08/01/2022	Written Policies on the Care of Ill and Injured Students	08/01/2022	C. Jones	08/18/2022	1	0 days late
08/10/2022	Monthly Bus Inspections	08/12/2022	C. Jones	08/18/2022	1	2 days late
08/20/2022	Monthly Financial Statements	09/08/2022	C. Jones	09/19/2022	2	19 days late
08/30/2022	Monthly Active Assailant Drills	08/15/2022	C. Jones	09/07/2022	1	15 days early
08/30/2022	Monthly Threat Assessment Team Meetings	08/15/2022	C. Jones	09/07/2022	1	15 days early
09/01/2022	Current Personnel Roster (September)	09/01/2022	C. Jones	09/08/2022	1	0 days late
09/01/2022	Safe School Officer Monthly Attendance Reporting	09/01/2022	C. Jones	09/07/2022	1	0 days late
09/09/2022	Compliance to Class Size, Controlled Open Enrollment & Enrollment Processes	09/08/2022	C. Jones	09/19/2022	1	1 days early
09/10/2022	Charter Schools Student Code of Conduct (if different from SDMC)	09/08/2022	C. Jones	09/12/2022	1	2 days early
09/10/2022	Copy of Student / Parent Handbook (or School Policies for Students and Parents)	09/01/2022	C. Jones	09/07/2022	1	9 days early
09/10/2022	Monthly Bus Inspections	09/01/2022	C. Jones	10/12/2022	1	9 days early
09/10/2022	School Improvement Plan	09/09/2022	C. Jones	09/19/2022	1	1 days early
09/10/2022	Student Progression Plan	09/08/2022	C. Jones	09/12/2022	1	2 days early
09/20/2022	Fall Bus Evacuation Drills	09/12/2022	C. Jones	10/12/2022	1	8 days early
09/20/2022	Monthly Financial Statements	09/19/2022	C. Jones	09/19/2022	1	1 days early
09/23/2022	Annual Audited Financial Report	09/26/2022	C. Jones	10/04/2022	1	3 days late
09/30/2022	Florida Teachers Classroom Supply Assistance Program	09/26/2022	C. Jones	10/04/2022	1	4 days early
09/30/2022	Monthly Active Assailant Drills	09/08/2022	C. Jones	09/19/2022	1	22 days early
09/30/2022	Monthly Threat Assessment Team Meetings	09/08/2022	C. Jones	09/19/2022	1	22 days early
09/30/2022	Proposed Mental Health Initial & Refresher Training for Charter School Staff	10/04/2022	C. Jones	10/04/2022	1	4 days late
10/01/2022	Annual Active Assailant Staff Training - Alyssa's Alert	10/04/2022	C. Jones	10/04/2022	1	3 days late
10/01/2022	Completion of FSSAT	10/04/2022	C. Jones	10/04/2022	1	3 days late
10/01/2022	Out of Field Letters (October)	09/26/2022	C. Jones	10/04/2022	1	5 days early
10/01/2022	Safe School Officer Monthly Attendance Reporting	10/04/2022	C. Jones	10/04/2022	2	3 days late
10/01/2022	Teacher Salary Increase Allocation Distribution Plan - Board Approval	11/07/2022	C. Jones	11/07/2022	4	37 days late
10/10/2022	Monthly Bus Inspections	10/04/2022	C. Jones	10/12/2022	1	6 days early
10/15/2022	Annual Student Achievement Goals FORM	10/17/2022	C. Jones	12/15/2022	1	2 days late

Due Date	Title	Submitted On	Submitted By	Completed On	# Submits	Handed In
10/20/2022	Monthly Financial Statements	10/19/2022	C. Jones	10/24/2022	1	1 days early
10/30/2022	Governing Board Meeting Minutes and Agendas	11/30/2022	C. Jones	12/01/2022	3	31 days late
10/30/2022	Monthly Active Assailant Drills	10/17/2022	C. Jones	10/24/2022	2	13 days early
10/31/2022	Monthly Threat Assessment Team Meetings	10/17/2022	C. Jones	10/24/2022	2	14 days early
11/01/2022	Safe School Officer Monthly Attendance Reporting	11/04/2022	C. Jones	11/16/2022	1	3 days late
11/10/2022	Monthly Bus Inspections	11/14/2022	C. Jones	01/10/2023	1	4 days late
11/20/2022	Monthly Financial Statements	11/18/2022	C. Jones	11/30/2022	1	2 days early
11/30/2022	Monthly Active Assailant Drills	11/30/2022	C. Jones	11/30/2022	1	0 days late
11/30/2022	Monthly Threat Assessment Team Meetings	11/30/2022	C. Jones	11/30/2022	1	0 days late
12/01/2022	Health Services and Records FORM					PAST DUE
12/01/2022	Safe School Officer Monthly Attendance Reporting	12/07/2022	C. Jones	12/15/2022	2	6 days late
12/01/2022	Safe Schools Expenditures Survey (FDOE)			11/03/2022		PAST DUE
12/01/2022	Safe Schools Expenditures Survey (FDOE)	09/15/2021	C. Jones	11/03/2022	2	442 days early
12/10/2022	Monthly Bus Inspections	11/30/2022	C. Jones	12/09/2022	1	10 days early
12/20/2022	Monthly Financial Statements	12/19/2022	C. Jones	12/20/2022	1	1 days early
12/30/2022	Monthly Active Assailant Drills	12/01/2022	C. Jones	12/07/2022	1	29 days early
12/30/2022	Monthly Threat Assessment Team Meetings	12/01/2022	C. Jones	12/07/2022	1	29 days early
01/01/2023	Safe School Officer Monthly Attendance Reporting	12/22/2022	C. Jones	01/09/2023	1	10 days early
01/10/2023	Monthly Bus Inspections	01/10/2023	C. Jones	01/10/2023	1	0 days late
01/20/2023	Monthly Financial Statements	01/17/2023	C. Jones	01/17/2023	1	3 days early

Board Roster

Manatee School Of Arts And Sciences

No board meetings have been set up in the system for this time period.

Board Members

Jim Brand , FL jim.brand@msas-fl.com	Carole Atkins , FL carole.atkins@msas-fl.com	Linda Cinque , FL linda.cinque@msas-fl.com
Linda McAbee , FL linda.mcabee@msas-fl.com	Krysta Neilson Manatee School of Arts and Sciences 3700 32nd St West BRADENTON, FL 34205 Office: (941) 755-5012 krysta.neilson@msas-fl.com	

Manatee Schl Of Arts/sciences

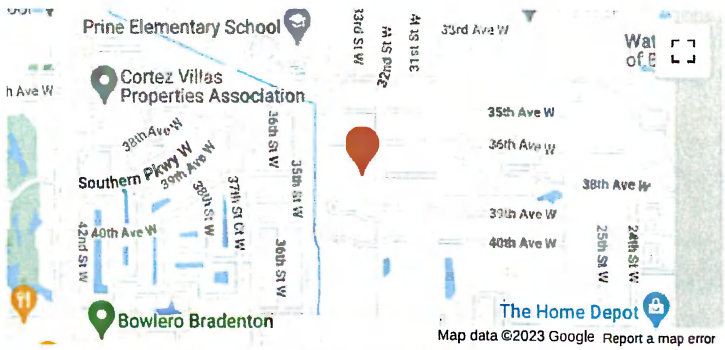
State Data

The following information is obtained from state data sources.
This data has not been uploaded by the school directly.

3700 32nd St W
Bradenton, Fl 34205-2708

Phone: (941) 755-5012
Fax: (941) 755-7934

Website: http://msasgeckos.org/

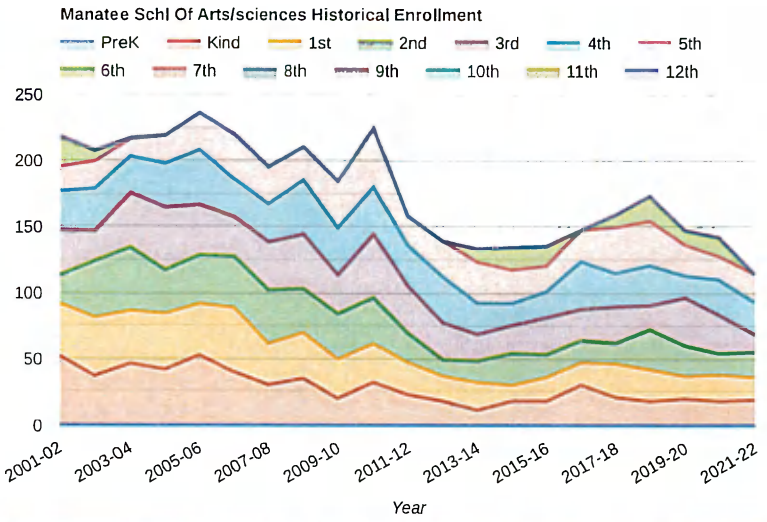


[redacted]	Clinton Jones
[redacted]	41-2101
Federal ID Number	3199
[redacted]	Regular charter school (under s. 1002.33, F.S.)
[redacted]	1997
Type of School	Elementary
[redacted]	Regular Education
Grade Levels Served	PK-6

School Grades

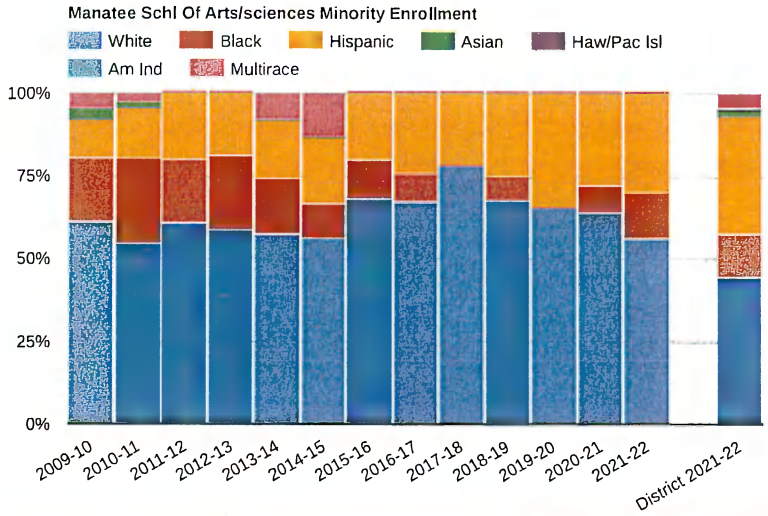
2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2020-21	2021-22
C	C	B	C	C	C	D	C	D	C	B	C	D	C	C	-	C

Enrollment Data



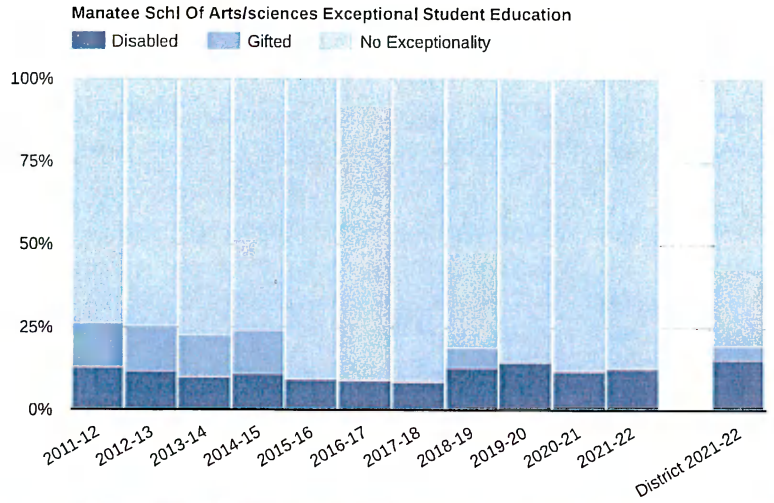
Year	Kind	1st	2nd	3rd	4th	5th	6th	Total
2001-02	51	40	22	34	30	18	23	**218**
2002-03	37	44	43	22	33	20	8	**207**
2003-04	46	40	48	41	28	13	1	**217**
2004-05	42	42	33	47	34	21		**219**
2005-06	52	39	37	38	42	28		**236**
2006-07	40	48	39	30	29	34		**220**
2007-08	30	31	41	36	29	28		**195**
2008-09	35	34	34	41	41	25		**210**
2009-10	20	29	35	29	36	35		**184**
2010-11	32	29	35	48	36	44		**224**
2011-12	23	24	22	36	31	22		**158**
2012-13	18	19	12	28	35	27		**139**
2013-14	11	21	16	20	24	31	10	**133**
2014-15	18	12	24	21	17	25	17	**134**
2015-16	18	18	17	28	20	19	15	**135**
2016-17	30	17	17	23	37	23		**154**
2017-18	21	25	16	27	26	34	10	**159**
2018-19	18	24	30	18	31	33	19	**173**
2019-20	20	17	23	36	17	23	11	**147**
2020-21	18	20	16	29	27	17	15	**142**
2021-22	19	17	19	13	25	21		**114**

Minority Enrollment



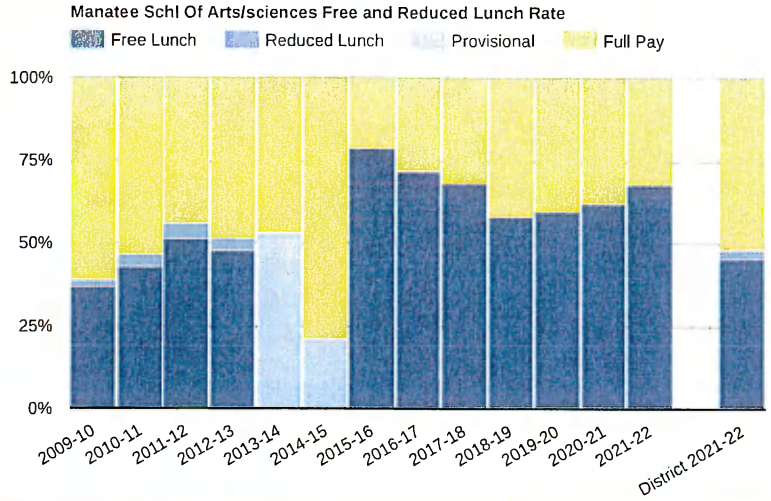
Year	White	Black	Hispanic	Asian	Haw/Pac Isl	Am Ind	Multirace	Percent Minority	District Minority
2009-10	112	35	22	6	0	0	9	39.1%	46.1%
2010-11	122	57	35	4	0	0	6	45.5%	47.2%
2011-12	84	27	28	0	0	0	0	39.6%	47.9%
2012-13	76	29	25	0	0	0	0	41.5%	49.1%
2013-14	77	22	24	0	0	0	11	32.5%	49.1%
2014-15	75	14	27	0	0	0	18	29.3%	50.4%
2015-16	86	15	26	0	0	0	0	30.7%	52.1%
2016-17	93	12	34	0	0	0	0	39.6%	
2017-18	99	0	28	0	0	0	0	37.7%	53.5%
2018-19	104	11	39	0	0	0	0	39.9%	54.3%
2019-20	80	0	42	0	0	0	0	45.6%	55.2%
2020-21	78	10	34	0	0	0	0	45.1%	55.6%
2021-22	60	15	32	0	0	0	0	43.9%	55.5%

Exceptional Student Education



Year	Disabled Students	Percent Disabled	Gifted Students	Percent Gifted	District % Disabled	District % Gifted
2011-12	20	12.7%	21	13.3%	21.2%	6.3%
2012-13	16	11.5%	19	13.7%	20.5%	7.0%
2013-14	13	9.7%	17	12.7%	15.7%	6.0%
2014-15	14	10.5%	18	13.4%	15.4%	5.6%
2015-16	12	8.9%	0	0.0%	15.5%	5.6%
2016-17	13	8.4%	0	0.0%	16.3%	5.7%
2017-18	13	8.2%	0	0.0%	15.5%	5.4%
2018-19	22	12.7%	10	5.8%	15.4%	5.3%
2019-20	21	14.3%	0	0.0%	15.6%	5.1%
2020-21	16	11.3%	0	0.0%	15.6%	4.8%
2021-22	14	12.3%	0	0.0%	15.2%	4.5%

Free and Reduced Lunch Status

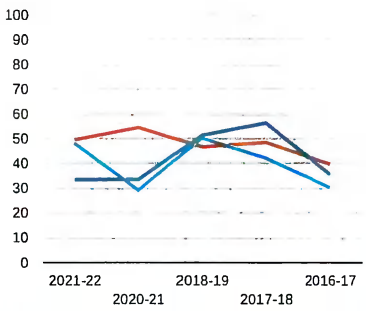


Year	Free Lunch	Reduced Lunch	Percent FRL	District Percent FRL
2009-10	67	4	38.59	51.81
2010-11	96	8	46.43	53.79
2011-12	81	7	55.70	54.57
2012-13	66	5	51.08	
2013-14	0	0	0.00	5.53
2014-15	0	0	0.00	31.65
2015-16	106	0	78.52	54.65
2016-17	110	0	71.43	56.04
2017-18	108	0	67.92	56.70
2018-19	100	0	57.80	53.08
2019-20	87	0	59.18	51.13
2020-21	88	0	61.97	54.61
2021-22	77	0	67.54	48.00

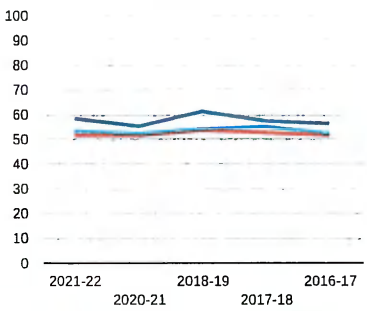
State Assessment Data

Reading Proficiency | Math Proficiency | Writing Proficiency | Science Proficiency

School State Proficiency Scores



District State Proficiency Scores



	School Results					District Results				
Category	2016-17	2017-18	2018-19	2020-21	2021-22	2016-17	2017-18	2018-19	2020-21	2021-22
School Grade	D	C	C	-	C	B	B	B	-	B
Adjusted Points Earned	269	351	317	218	352	613	641	671	605	650
Percent Tested	100%	100%	99%	99%	100%	98%	99%	98%	96%	98%
Reading										
Reading % Satisfactory or Higher	39%	48%	46%	54%	49%	51%	52%	53%	51%	51%
Reading Points for Gains	43%	53%	47%	56%	60%	52%	52%	54%	49%	50%
Reading Gains for Lowest 25%	29%	36%	47%		45%	42%	43%	47%	39%	40%
Math										
Math % Satisfactory or Higher	35%	56%	51%	33%	33%	56%	57%	61%	55%	58%
Math Points for Gains	43%	63%	45%	46%	53%	56%	57%	61%	46%	57%
Math Gains for Lowest 25%	50%	53%	31%		64%	45%	46%	51%	40%	48%
Other										
Writing % Satisfactory or Higher										
Science % Satisfactory or Higher	30%	42%	50%	29%	48%	52%	55%	54%	52%	53%

The data included on this page were derived from state data sources such as the DOE's Education Information & Accountability Services

School District of Manatee County
Charter Renewal Application Form
2022-2023

Charter School Name: Manatee School of Arts & Sciences

School Address: 3700 32nd Street West, Bradenton, FL 34205

I hereby certify that the information submitted for renewal is true to the best of my knowledge and belief; that this application has been approved by the school's Governing Board; and that, if awarded a renewed charter, the school shall continue to be open to all students on a space available basis using the lottery system, and shall not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need or proficiency in English language, and academic achievement.

_____ _____
Signature of Governing Board Chair (or designated signatory authority) Date

_____ _____
Printed Name of Governing Board Chair (or designated signatory authority) Date

_____ _____
Signature of Principal Date

_____ _____
Printed Name of Principal Date

Year School Opened	**1997**
Current Enrollment	**130**
Charter Maximum Enrollment	**200**
Current Grades Served	**K-5**

The Manatee County School Board is committed to continued sponsorship with charter schools that demonstrate academic success, fiscal accountability, and appropriate governance. To demonstrate a successful charter school program, the completion of the charter renewal process must present evidence of success in all areas. This updated application, the classroom walkthroughs, and the checklist indicators represent elements of program review. These items ensure that the criteria outlined in 1002.33(8)(a) have been considered in addition to attainment of the student performance requirements that are stated in the charter.

I. Educational Plan

Section 1: Mission, Guiding Principles and Purpose

A. Provide the mission and vision statements for the proposed charter school. The mission is a statement of the fundamental purpose of the school, describing why it exists. The vision statement outlines how the school will operate and what it will achieve in the long term. The mission and vision statement provide the foundation for the entire proposal, and taken together, should illustrate what success looks like.

Mission

We believe through the arts and sciences our school will create an atmosphere in which all students will be intrinsically motivated.

Low child to teacher ratio, family contracts and community interaction facilitates the students' ability to construct their own knowledge.

We maintain high expectations for all students to grow academically, physically, emotionally, and socially in order to continue their growth as citizens and their love of Manatee County.

Guiding Principles

In accordance with the law, charter schools shall be guided by the following principles:

1. *Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state's public school system.*
2. *Promote enhanced academic success and financial efficiency by aligning responsibility and accountability.*
3. *Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school.*

We will meet high standards of student achievement, promote academic success, and provide parents with sufficient information by:

- Having rigorous and state-of-the-art curriculum that empowers each student to achieve their own academic success, which will be shown using the current BEST Standards selected by the Florida Department of Education.
- Giving opportunities for all students, families, staff, and the Manatee County community to be actively involved in education K-Grade 6 students
- Embracing our school community's whose climate respects and values our diverse population
- Use differentiated instruction to recognize that all students are at different social, developmental, and academic levels
- Have assessments and their results drive instruction and professional development. The required current state testing data will be used at the beginning of each year to determine if a child is making sufficient gains
- Use regularly scheduled reading, math, writing, and science assessments to monitor progress. Added help will be provided thru the MTSS process if a student is not progressing
- Regular parent communication via Class Dojo from Administrative team, and regular teacher and administrator communication will be made via ClassDojo, the school Facebook page, and the school website
- Regularly scheduled parent conference times, and greeting all students and families at the door each morning enables them to stay better informed
- Regular reports to the governance board help keep everyone informed on decisions for the school, in compliance with state statutes

Values of Manatee School of Arts and Sciences, Inc.

- MSAS values the power of high academic standards and the teaching strategies that help all students realize their potential.
- MSAS values an educational environment that is emotionally and physically safe, intrinsically motivating, secure, clean, and positive.
- MSAS values a work and learning environment which is based on responsibility, collaboration, respect, and pride.
- MSAS values meaningful parent involvement in order to maximize student potential.
- MSAS values timely, effective, and honest communication throughout the organization and with students, parents, and the community.
- MSAS values a staff which is held to the highest standards, both professionally and ethically.

Purpose

- *In accordance with the law, charter schools shall fulfill the following purposes:*
- *Improve student learning and academic achievement.*
- *Increase learning opportunities for all students, with a special emphasis on low-performing students and reading.*
- *Encourage the use of innovative learning methods.*
- *Require the measurement of learning outcomes.*

MSAS' purpose will be to offer diverse students of Manatee County an innovative and high-quality education that will allow students to meet individual learning goals. MSAS will also follow the latest standards selected by the Florida Department of Education to steer all curriculum, learning methods, and student outcomes. MSAS will educate the whole student (academically, physically, emotionally, and socially) through the use of arts, sciences and hands-on learning integration. The essentials of our purpose include:

- To foster academic rigor in our learning environment
- To recognize behavior as part of creating the whole child
- To sustain a safe and nurturing environment built on respect and responsibility for self, others, and community
- To encourage motivational, creative, and innovative teaching and learning strategies based on research-based principles, and current best-practice examples from credible educational institutes such as the Association for Supervision and Curriculum Development (ASCD).
- To maintain high expectations of student citizenship and academic performance
- To engage families and the greater Manatee County community in the education experience with Showcase performances and other events
- To deliver learning opportunities for all ability levels
- To provide students with hands-on, problem solving, critical thinking, skill building learning experiences to shape the whole child

B. Provide the page number(s) of the material within this application that describes how the proposed school will utilize the guiding principles found in section 1002.33(2)(a), F.S.*In accordance with the law, charter schools shall be guided by the following principles:*

- *Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state's public school system.* PAGE(S) _____

- *Promote enhanced academic success and financial efficiency by aligning responsibility and accountability.* PAGE(S) _____

- *Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school.* PAGE(S) _____

C. Provide the page number(s) of the material within this application that describes how the proposed school will meet the prescribed purposes for charter schools found in section 1002.33(2)(b), F.S.*In accordance with the law, charter schools shall fulfill the following purposes:*

- *Improve student learning and academic achievement.* PAGE(S) _____

- *Increase learning opportunities for all students, with a special emphasis on low-performing students and reading.* PAGE(S) _____

- *Encourage the use of innovative learning methods.* PAGE(S) _____

- *Require the measurement of learning outcomes.* PAGE(S)_____

Section 2: Target Population and Student Body

A. Describe the anticipated student population to be served and how that aligns with the school's mission. Applicants should state if they will give enrollment preference or limit the enrollment process, as allowed by law, to certain student populations defined in section 1002.33(10)(d) & (e), F.S.[1] If the applicant intends to have enrollment preferences they should be described in Section 14 of the application.

- We are a full inclusion school. Race, gender, and other subgroups are not considered for enrollment. We are open to anyone who wishes to attend. Eligible students - Any Kindergarten to Fifth grade student that applies (as long as space is available in grade level as per class size amendment and the school can meet the needs of the student).
- Each prospective student's enrolling parent/guardian will complete an application for admission. If the number of applications exceeds the school's capacity to serve, a lottery system will provide all applicants an equal chance of being admitted through a random selection process. Each application will be assigned a number. Numbers will be randomly selected until the student capacity of the school is reached.
- Anticipated annual enrollment (based on current state class size amendment regulations): 150
- Grades served: K-5 (VPK/Pre-K is an option if wanted)
- Students served in each classroom, based on current class size amendment: an average of 18 students in grades K-3, 22 students in grades 4-6
- Students currently enrolled (October 2022): 130

[1] For operators intending to apply and be eligible for federal funding under the US Department of Education's Charter Schools Program, recruitment and admissions policies and practices must meet all federal requirements. *See* Charter Schools Program, Title V, Part B of the ESEA, Non-regulatory Guidance, Section E. (Lottery, Recruitment and Admissions).

B. If a facility has not been identified in Section 16 of this application, state the geographic area which the applicant intends to serve.

- N/A MSAS is established in Bradenton FL, est. 1997.

C. Provide enrollment projections in the table below for each year of proposed operation. These projections are not enrollment caps. Annual capacity determination will be made by the governing board in conjunction with the sponsor per section 1002.33(10)F.S.

Grade Level	Number of Students				
	Year 1	Year 2	Year 3	Year 4	Year 5
K	36	36	36	36	36
1	36	36	36	36	36
2	18	36	36	36	36
3	18	18	18	18	18
4	22	22	22	22	22
5*	22	22	22	22	22
TOTAL	152	170	170	170	170

D. Provide a brief explanation of how the enrollment projections were developed.

- Current student population is calculated based on classroom size amendment and annual budgetary plans.

E. Briefly explain the rationale for the number of students and grade levels served in year one and the basis for the growth plan in subsequent years as illustrated in the table above.

- Projections are determined based on having 2x Kinder class, 2x 1st Grade Class, developing 2x 2nd Grade Class, and a single class each of 3rd-5th Grade. This allows the school to maintain out small and family orientated feel which utilizing available space and staffing.

Section 3: Educational Program Design

A. Describe the proposed charter school's educational program.

- The Mission Statement that MSAS began with in 1997 is the guiding force behind our Education Plan which focuses on the whole child.
  - *"We believe through the arts and sciences our school will create an atmosphere in which all students will be intrinsically motivated. Low child to teacher ratio, family contracts, and community interaction facilitates the students' ability to construct their own knowledge. We maintain high expectations for all students to grow academically, physically, emotionally, and socially in order to continue their growth as citizens and their love of Manatee County."*
  - *Our vision is to provide a clear and shared focus on student education with students, families, staff, and administration. MSAS will maintain an atmosphere of high expectations so students will grow to be leaders academically, socially, and emotionally in their communities. Staff members will effectively collaborate in order to provide an environment of learning that will foster internal motivation on the part of the students in order to strive for success. School leadership will provide a workplace culture which fosters respect, collaboration, and professional development. MSAS will maintain an*

environment where staff and students feel safe and secure; an environment conducive to learning and family involvement to produce student academic and personal growth as citizens of Manatee County.

- It is important to note that all of our instruction aligns with the new BEST Standards. Using curriculum and supplementary sources our teachers develop lesson plans for the week regarding homework, assessments, special events, etc. Personal responsibility is stressed for our students to complete their work in a timely manner and to use good study skills. All students receive ninety minutes of math, 150 minutes of ELA, thirty minutes of science, one hour of art or STEM, thirty minutes of writing, and thirty minutes of PE instruction daily.
- Use of technology is an important part of instruction at MSAS. The reading curriculum, Reading Wonders (K-5th Grade), and our math curriculum,STEMScopes Math (K-5th Grade) and STEMScopes Science (K-5th Grade), are available both online and in textbook format. Each student is issued a laptop or tablet for use at school. They are encouraged to use technology for research and for presentations as well as for general academics. Our students show a great deal of creativity in their uses of technology. Much of our emphasis on technology was inspired by the research based methods outlined in Curriculum 21:Essential Education for a Changing World, edited by Heidi Hayes Jacobs so that we can help prepare our students for the advanced technological world they are and will be living in rather than using outdated tools.
- Classroom teachers teach both whole group and small group lessons. There is a continuous monitoring of progress as students take regularly scheduled assessments, the results of which are used to identify student having academic difficulties. When a student is having academic difficulties, the data is easily accessible for planning interventions for Tier 2, Tier 3, and for progress monitoring.
- We stress keeping our students on task at all times. They transition quickly and easily from one subject to the next and from one location to the next for each class. Our K-5 classes are set up in the traditional self-contained classroom format, with the classes rotating to Art and STEM on alternating days. Teachers are assigned based on their grade level strengths. The Art teacher co-teaches PE with the STEM teacher, who is certified in K-12 PE. Together they facilitate Physical Education daily with their own classes so they are familiar with the dynamics of knowing each student's strengths and weaknesses in the physical realm. Our teachers are well versed in ages and stages of development and keep the lessons and activities academically appropriate. As the need for occasional movement is recognized for both children and adults there are opportunities to move around in the classroom as students stretch, sit in alternate seating,Brain Breaks, use of the restroom, etc.
- Academics are stressed at all times. We also include the other areas for students to grow as we give them opportunities to develop initiative, leadership, social skills, creativity, collaboration, and risk-taking skills. We use "The Essential 55" by Ron Clark to encourage good citizenship. Students may write a proposal for an event they would like to develop and coordinate, gain approval for the idea from the principal with whom they meet to further develop their thinking, and then implement their plan. Examples of events students have coordinated are a talent show, school-wide spelling bee, a "kindness day", Talent Shows, a field day, doing science experiments for younger classes, upperclassmen reading to lower classes, a point-based school store and a Valentine dance.
- In many schools, field trips are available on a limited basis or not at all. At MSAS we plan a field trip each Semester to supplement academics or the arts. Field trips are open to all students in all grade levels, parents may sign their child up to attend and take care of the fees to cover entry and bus fees. Parents are encouraged to attend and experience the educational trip with their child. Destinations for field trips include art or science museums, environmental or local historical sites, and places such as The Bishop Museum, SeaWorld, The Glazer Children's Museum, Universal, Mote Marine, The Ringling Museum, and Lego Land where excellent educational programs are arranged with the staff. Students who do not go on these field trips engage in related activities to the field trip.

- Low child to teacher ratios prevail in our school. Based on the school's needs, we employ extra teachers, tutors, teacher aides, and ESE specialists in our inclusion model school. Our school currently has a 13:1 student to teacher ratio.
- On our student handbook pages (Attachment 1) you can see our parent and student contracts. These contracts help all families understand what they need to do to be educational partners in our educational plan. Students and parents know what is expected of them.
- The Florida standards are often strengthened by community interaction. We use community volunteers to enhance our reading, math, and science curriculums. Our school-wide Showcases show our community the standards that each grade level is learning. In the past, we have invited guests (The Mayor, Congressmen & women, professors, artists, writers, law enforcement, first responders local businesses, and more) to work with children and help teach standards.
- Our Education Plan involves developing the whole child as outlined in our mission statement. Many of our former students have visited us to give thanks as they've continued on their journey towards higher educational levels and are maturing into responsible adults. ***This is what MSAS is all about!***

B. Describe the basic learning environment (e.g., classroom-based, independent study, blended learning), including rationale for class size and structure and how the learning environment supports and is consistent with the mission.

- MSAS is a traditional, self-contained classroom-based school with Art and STEM specials. Current class size is calculated based on enrollment, classroom size amendment, facility capacity, and keeping with our goals of offering a low student to teacher ratio.The learning environment is one that fosters respect, independence, responsibility and rigor as the Florida Standards are taught and assessed. Our small school size and tight-knit community help create a quiet and safe environment in which all students know all staff. This community helps everyone feel comfortable and safe to explore, learn and create together.

C. Describe the research base for the educational program.

- Each year our staff receives copies of at least one book to use as a resource for improving teaching and to keep up with the newest information. These innovative ideas are discussed at our bi-weekly staff meetings so that teachers can dialogue with one another and use the new strategies. Some of the research-based resources we are currently using are:

Johnston, Peter H. Choice Words: How Our Language Affects Children's Learning*, Portland, Me: Stenhouse Publishers, 2004.*

❖ This book draws on the author's experience as an elementary school teacher and university professor researching links among classroom talk, reading engagement, and children's social, emotional and literate development. This book explores how teachers create intellectual environments that produce not only technically competent students, but also caring, secure, actively literate human beings, through their most powerful teaching tool: language. Johnston provides examples of apparently ordinary words, phrases, and uses of language that are pivotal in the orchestration of the classroom. The purpose of the book is for the reader to understand that through language, children learn how to become strategic thinkers, not merely learning the literacy strategies.

Willis, Judy, MD. Research-Based Strategies to Ignite Student Learning, *Association for Supervision and Curriculum Development, Alexandria, VA. 2006.*

❖ This book draws on the author's neurology experience in which she has examined learning-centered brain research to find the most valid information for educators. She uses her neuroscience background to provide instructional strategies to support students' learning, including how to captivate and hold students' attention, how to promote memory and test-testing strategies, and how to assess when

students are ready for learning as well as when their brains need a rest. She also covers the effect of stress and emotion on learning. This book has been a very valuable tool in assisting the teachers as they help our students reach their full academic potential.

Vaughn, Sharon and Linan-Thompson, Sylvia. Research-Based Methods of Reading Instruction. *Association for Supervision and Curriculum Development, Alexandria, VA. 2004.*

- This book explores research on reading, giving an overview of the five core instructional areas (phonemic awareness, phonics and word study, fluency, vocabulary, and comprehension) in teaching reading. It also examines how each of these areas affects student achievement. This book has been an excellent resource for all students, including those with special needs.

Wolfe, Patricia. Brain Matters: translating Research into Classroom Practice. *Association for Supervision and Curriculum Development, Alexandria, VA. 2001.*

- Using research on how the brain learns is the focus of this book which explains our newest understandings of the learning process. This information can be used in making educational decisions and helps teachers to match teaching and learning styles to students. It contains some background information on brain anatomy and physiology and demonstrates how the brain encodes, manipulates, and stores information. The implications of this research are to help teachers realize that meaning is essential for attention, that emotions have the power to either help or hinder the learning process, and how learning needs to have opportunities to experience different types of rehearsal or practice. This book provides practical applications to help implement these strategies.

Sullo, Bob. Activating the Desire to Learn. Association for Supervision and Curriculum Development, Alexandria, V.A. 2007

- Bob Sullo, the author, explains how to apply research-based studies on how to motivate students in the classroom. Students (as well as everyone else) need to fulfill five essential needs: to connect, to be competent, to make choices, to have fun, and to be safe. When all of these areas are met learning happens! This book shows how to change the dynamics of learning in a classroom by giving an overview of the research on internal motivation, by illustrating through case studies which strategies work, giving suggestions on how to assess the effectiveness of student motivation, and giving guidelines for incorporating these strategies. The basic premise of his book is that all students are motivated to learn, but that schools have traditionally used the reward-punishment model which is not the most effective way to promote a culture of achievement in our classrooms.

Marzano, Robert J. The Art and Science of Teaching. Association for Supervision and Curriculum Development, Alexandria, V.A. 2007.

- The author presents a model for teachers to find a balance between the research-based data with the most important need to understanding the specific strengths and weaknesses of each student. Marzano poses ten questions to use for a logical planning sequence to be used in planning instruction. Educators need to examine all components of the teaching process. Included in his book are charts, rubrics, and organizers with the intention of helping teachers develop their teaching skills. These techniques dynamically fuse art and science for excellence in teaching and results in high, energized academics for the students.

D. Describe the school's daily schedule and annual calendar, including number of days and hours of instructional time.

- MSAS currently has the operating hours of 6:30 a.m. until 6:00 p.m. daily.
- 6:30 a.m. - 7:45 a.m. for morning care
- 7:45 a.m. - 8:00 a.m. for breakfast
- 8:00 a.m. - 3:17 p.m. class is in session
- 3:30 p.m. - 6:00 p.m. for aftercare
- MSAS follows the annual 180 school-day calendar given by the Manatee County School Board (MCSB). We generally have 390 minutes of instructional time each day, and 1,170 hours per year.
- See **Attachment B** for the following:
  - School calendar
  Master schedule

E. Explain how the services the school provides to the target population support attainment of the state-adopted standards, as required by section 1002.33, F.S. As Florida is constantly changing and updating the current educational landscape, MSAS will work diligently to keep students and families up to date on the latest Florida Standards. As of this writing (October 2023) MSAS is and will continue utilizing the NGSS/B.E.S.T for the Florida Standards. We will use these new standards to guide all upcoming curriculum choices, and will strive to have each student learn the Florida Standards for their grade level. MSAS will continue to adapt and change to whatever standards are currently in place as decided by the Florida Department of Education (FDOE).

- MSAS works with each student to try and achieve a specific gain to help them on their standardized testing. Teachers work together to keep students informed and educated to the newest testing procedures and training for how the test will operate.

Section 4: Curriculum and Instructional Design

A. Describe the school's curriculum in the core academic areas, illustrating how it will prepare students to achieve Florida standards. Describe the primary instructional strategies that the school will expect teachers to use and why they are appropriate for the anticipated student population. Describe the methods and systems teachers will have for providing differentiated instruction to meet the needs of all students, including how students who enter the school below grade level will be engaged in and benefit from the curriculum and the formalized multi-tiered level of supports that will be provided to students who are performing below grade level.

Reading-

Manatee School of Arts and Sciences has been successfully implementing the McGraw-Hill Reading Wonders program for five years now. Reading Wonders is built on the Florida Standards and scientifically-based research of reading instruction , and recommended by the Florida Department of Education. Whole group, small group, and individual tasks are provided to offer an assortment of instructional formats for all types of learners. Focus on students' needs are recognized and expanded upon to open the doors of achievement and understanding. Students are placed into cooperative learning groups based on their individual reading levels. Students are given regularly scheduled assessments to constantly keep track of every individual's learning progress. Students are able to assess this curriculum at home to enjoy and use with their families. E-books have audio functions which allow stories and words to be read to pupils who need term assistance. Not only does this program assist every level of student, but it incorporates science and social studies, and writing into each of the units, so pupils can learn more about these subjects as they read. Wonders is a comprehensive K-5 ELA/ELD program built on Florida state standards. Through its intentional

instruction, inspiring content, and purposeful technology, Wonders prepares all students for college and career in the 21st century.

Our school has integrated **iReady** into our reading curriculum. **i-Ready** provides the data-driven insights needed to determine exactly where to focus instructional time to ensure all students are on track to meet these more rigorous expectations and to succeed on the accompanying assessments. Not only does this program offer a personalized learning path for every student, but it also integrates teacher, instructional technology, and independent reading.

Ernest Hemingway once said, "There is no friend as loyal as a book". Even with all of the technological advances our school has over the years, our classrooms are still filled with large assortments of books for each of our students to enjoy on a daily basis. One can walk into any of our rooms and see displays of the wonderful literature that various authors have written over time. Reading is valued by our school. Having access to a piece of writing that one can adore is truly an artistic gift we can all appreciate.

All of the reading we do at Manatee School of Arts and Sciences prepares every one of our students to achieve and focus on the Florida Standards. Reading Wonders and **iReady** combine to create a highly sustainable curriculum for each of our students!

Math-

Manatee School of Arts and Sciences has been successfully implementing the STEMScopes Math program for one year now in Kindergarten thru 5th grade. STEMScopes Math is built on the Florida Standards and scientifically-based research of reading instruction, and recommended by the Florida Department of Education STEMScopes Math provides teachers with a variety of differentiated instruction resources to ensure the depth of instruction required for student success. STEMScopes combines 21st-century educational technology with modern content, dynamic interactivities, interactive STEM activities and a variety of instructional videos to engage today's digital natives. Every student is supported through the universal access features of the program as they learn to think critically and apply their math knowledge. Students have access to both the Online Student Edition and the Write-in Student Edition workbooks, ensuring they have all the resources they need to succeed.

Our school has integrated iReady into our math curriculum. **i-Ready** provides the data-driven insights needed to determine exactly where to focus instructional time to ensure all students are on track to meet these more rigorous expectations and to succeed on the accompanying assessments. Not only does this program offer a personalized learning path for every student, but it also integrates teacher, instructional technology, and independent practice math.

Benjamin Franklin said, "Tell me and I forget. Teach me and I remember. Involve me and I learn." At our school we are firm believers in hands-on learning and the use of manipulatives. As Mr. Franklin stated, involvement really helps with learning. Our teachers get our students involved with each assignment so that not only do they have fun learning, but they also comprehend the material. Walk into any classroom at our educational establishment and you will find large varieties of these materials.

Tammie Jacobs M.Ed., from BJU Press, states, "Manipulatives need to be an integral part of every math class. A builder does not wait and use his nails after the boards of his house are collapsing. Instead, he carefully hammers each nail in a strategic place to give the house stability and strength. If manipulatives are used correctly and frequently, students will have a strong conceptual math foundation". All of our learning is tied to the standards and is successfully implemented into each of the classrooms.

Science-

Our school offers a fabulous science curriculum, recommended by the Florida Dept. of Education, in STEMScopes Science, We also have an extremely well-run STEM lab right in our school! Our students receive 30 minutes of Science each day in their classroom, then they proceed to expand on their learning when they transition to our STEM lab. Our students attend this exciting class for sixty minutes every other day and are educated using hands-on, researched-based activities. According to Dr. Eric Albone, director of the Clifton Scientific Trust, "Science is an intensely human, intensely creative, enterprise. Science dominates our lives and presents society with tremendous opportunities and tremendous challenges." Since that is a proven statement, our school has gone above and beyond to educate our pupils in this field. Our science lab teacher creates highly informative STREAM projects for our students to complete on a monthly basis. These assignments further expand pupil knowledge on the subject matter. The goal of STREAM is to increase student achievement in science, reading, and writing through the use of science literacy integration and student-centered technology. Our STREAM research projects offer all learners a chance to show their strengths through hands-on science and literacy integration. The most astounding fact about STREAM Education is that enrichment is greatly focused upon. Challenging, yet engaging, environments provide learning opportunities for student investigation within a scientific context.

Additionally, our students are educated thru hands-on activities in our student-built vegetable garden. Currently, each of our nine classes utilizes three raised garden beds to cultivate plant, tend, measure, and harvest a variety of vegetables. This provides the students to see the various aspects of science up close and personal, while also teaching them responsibility, the importance of data collection and the value of hard work.

We go on many remarkable trips that provide our students with educational and memorable experiences to offer the extra supplemental moments that truly make a difference in their lives. Jay P. Greene, Professor of Education Reform at the University of Arkansas, states "Enriching field trips contribute to the development of students into civilized young men and women who possess more knowledge about art, have stronger critical thinking skills, exhibit increased historical empathy, display higher levels of tolerance, and have a greater taste for consuming art and culture." Our school is a firm believer in that statement.

Writing-

William Shakespeare said,

"And as imagination bodies forth
The forms of things unknown, the poet's pen
Turns them to shapes and gives to airy nothing
A local habitation and a name."

Writing is an essential part of education. Our school has been greatly focusing on the writing standards so we can all write like Shakespeare! The Top Score Writing curriculum provides a solid structure of essay writing for students in all genres. Students will learn how to write a well-developed organized essay that uses text-based evidence and a wide variety of elaborative techniques to support their ideas as they respond with purpose to a prompt. It provides teachers with step- by-step, point-of-use professional development to teach the standards most effectively so they can properly prepare their students. Reading Wonders also incorporates Writing into its curriculum daily.

B. If the curriculum is fully developed, summarize curricular choices by core subject and rationale for each. Include as attachment C, a sample course scope and sequence for each core subject for each division the school would serve. Provide evidence that reading is a primary focus of the school and that there is a curriculum and set of strategies for students who are reading at grade level or higher and a separate curriculum and strategy for students reading below grade level. Include the school's reading curriculum as Attachment D.

- Based on the extensive research our school has done (as stated above), we have adopted Reading Wonders as our primary reading curriculum. Since a Placement Test is administered at the beginning of every year (or when a student enters), pupils are properly placed into reading groups based on their level of performance. Since Reading Wonders is available both online and paper-based, the curriculum can be accessed everywhere, which is a huge bonus for our students. Not only can they practice their reading skills at home, but they can also do the same at home with a parent, or other individual.
- Reading Wonders is broken into student levels: Approaching Level, On Level, Beyond Level, and English Language Learners (ELL). Based on their placement scores, students will be entered into special small groups during reading block and assessments.

- Benefits of Reading Wonders for advanced students:
  - Can access stories at a high level, even beyond their specified grade level.
  - Paperback and Online versions of the Leveled Readers are available at higher reading levels.
  - Assessments with advanced vocabulary are given so challenges and needs can be met.
  - Online practice portions keep advancing with positive performance.
  - Benefits of Reading Wonders for ELL students and students performing below grade level:
  - Can access stories at a remedial level to promote extra assistance in reading.
  - Paperback and Online versions of the Leveled Readers are available at their performance reading levels.
  - Assessments with performance vocabulary are given so students can build upon their word knowledge and begin learning the skills they need to become more powerful readers.
  - Online practice portions keep advancing with positive performance, so students feel encouraged.
  - The book "Learning in the Fast Lane" by Suzy Rollins says that we need to accelerate our students. Reading Wonders focuses not only on the basics of reading skills, but it also brings our advanced and benchmark students well beyond their expectations.
- Additionally, our school has integrated **iReady** into our reading curriculum. **i-Ready** provides the data-driven insights needed to determine exactly where to focus instructional time to ensure all students are on track to meet these more rigorous expectations and to succeed on the accompanying assessments. **i-Ready** utilizes the students' diagnostic information to construct individualized lessons based on the students' ability level in the various domains.
- Furthermore, both reading and writing are incorporated throughout the school. The students work on informational and non-fiction comprehension in science and social studies on a daily basis. The students work on various styles of essays in reading, science, social studies, and art.Our curriculum is created with all levels of students in mind. Pupils who enter the school below grade level will be engaged in and benefit greatly from our programs. Reading Wonders, STEMScopes Math, i-Ready, and STEMScopes Science not only give enrichment activities for those who excel beyond the standard level, and provides for those who need extra assistance. All of our programs have supplemental materials which enhance the learning experience and even assist individuals who learn in different ways. Each curriculum includes research-based tools to help assess, identify and then help those struggling students bridge their individual learning gaps. Our school offers many hands-on, team building strategies in our curriculum, so no one is ever left behind!

C. MSAS does not plan to adopt an additional academic standards beyond those mandated by the state.

D. Describe the research base and foundation materials that were used or will be used to develop the curriculum.

- At Manatee School of Arts and Sciences we use research and foundational materials to develop our curriculum, as well as using many of the curriculum approved or recommended by the Florida Dept. of Education. Below you will find a list some of the influential texts we have used.
- "Research-Based Strategies to Ignite Student Learning- Insights from a Neurologist and Classroom Teacher" by Judy Willis, M.D. - In this text Ms. Willis used her research to determine what information was most valid and relevant for educators. With this book, teachers can discover how to captivate and hold the attention of their students as well as how to improve student engagement.
- "Brain Matters- Translating Research into Classroom Practice" by Patricia Wolfe - An intriguing text that speaks about brain functioning and the understanding of the learning process based on educational decisions.
- "Activating the DESIRE to Learn" by Bob Sub - This book gives a comprehensive overview of internal motivation as well as creating a driven classroom.
- "The Art and Science of Teaching" by Robert J. Marzano - A wonderful text based on instructional strategies that are based on science and research. In this book, we used the model for ensuring quality teaching that balances the necessity of research-based data with the equally vital need to understand the strengths and weaknesses of each student.
- "Research-Based Methods of Reading Instruction" by Sharon Vaughn- A book that provides a comprehensive overview of the five core instructional areas and how each affects student achievement.
- "Research-Based Strategies to Ignite Student Learning- Insights from a Neurologist and Classroom Teacher" by Judy Willis, M.D. - This text discusses crucial information which build-upon helpful strategies our school can successfully use. The most essential elements discussed are: 'Memory, Learning, and Test-Taking Success 'Strategies to Captivate Students' Attention How Stress and Emotion Affect Learning and Assessment that Builds Dendrites'.
  "Learning in the Fast Lane" by Suzy Rollins. This book emphasizes the importance of building academic success with students at a risk of failure. Throughout the text, Ms. Rollins notes that we need to do the opposite of what we have always done and deploy exciting hands-on tasks. It is said by Ms. Rollins that struggling students need not work alone, but instead work collaboratively with successful students who understand the content and demonstrate perseverance, determination, and academic optimism. She points toward accelerating students and keeping them in the fast lane where progress can easily be seen. Exciting assignments which provide rich feedback should be established.

E. Describe proposed curriculum areas to be included other than the core academic areas.

- At MSAS we consider reading, math, science, and writing to be "core" academic areas. We also include "specials" that reflect the school's mission statement and guiding principles. These "specials" include Art and STEM.
- Students at MSAS also attend a thirty minute, highly structured P.E./Physical Education period on a daily basis.

F. Discuss the system and structures the school will implement for students at risk of not meeting academic requirements or of dropping out.

- MSAS has a rigorous MTSS system in place with a dedicated team of teachers who meet regularly to identify and forumate remediation plans for all students in each grade that are not meeting academic requirements as evidenced by diagnostic testing, classroom performance, assessment data and teacher expertise.

- Using various tools include: iReady, Dibels, and STEMScopes assessments, those students that are falling behind can be quickly identified in real-time and supports can be put into place.
- The MTSS team then meets regularly with each teacher to further support them in their remediation. Data is collected, compiled and assesses during each meeting to provide data-driven instructional goals.
- Parents are communicated with regularly and notified of their students levels, progress and provided with resources to further assist their students at home.

Section 5. Student Performance

Performance Goals

A. Describe the expected incoming baseline of student academic achievement of students who will enroll in the school. Based upon the expected incoming baseline performance, describe the school's goals for academic growth and improvement that students are expected to show each year and the rationale for those goals. Describe how the school's academic goals and objectives for improving student learning will be revised if the actual incoming baseline is substantially different than the expected baseline. Describe how success will be evaluated, and the desired overall results to be attained through instruction.

As our mission statement reflects, we will be looking for students' to improve not just academically, but physically, emotionally, and socially. This goal of reaching the "whole child" entails not only helping students gain a year's worth of education per school year in academics. We want our P.E. program to help each student learn to stay active and make healthier decisions. The school's size is intentional so that each student has individual attention is not just "another number: in the system, and is a unique emotionally-supported pupil. Our classroom rosters are created to help students grow socially within a given peer group which may aid them in learning how to interact with a diverse group of students and staff members.

- Students entering MSAS come from all levels of academic achievement. From accelerated learners, to on-level, to multi-year deficits, MSAS has students of all academic levels. During the first few weeks of school, we establish academic baseline data per each student, and from that data we establish short term and long term academic goals. The ultimate goal is sustained growth with an end result of on-level. Each student's growth goals are specific to them. iReady is a valuable tool in helping to identify those levels and set growth goals and checks. Growth monitoring is recorded on several levels, including monthly growth monitoring in iReady. This consistent monitoring helps identify students who are falling behind the projected growth goals and allows the team to put further supports into place. Success is monitored in growth of the student throughout the year, with a goal of at least one year's worth of growth per school year. For those student's further below-level, the goal increases as we strive to scaffold the student toward grade level with additional supports.
- Academically, we want each student to show growth from one year to the next. On mandated standardized tests we have different goals for subsections of our student population based on the Florida DOE's standards on the FSA exams from years past and from FAST testing going forward. Growth is the key.
- Due to the fact that we are an intentionally smaller school we have a sample size for standardized test scores that are outside the usual distribution for the central limit theorem. Simply put, the bigger the sample size, the more accurate the data will be. Another aspect of our small school size is that each student counts at a significantly higher rate towards our school grade than students at larger schools. For example, during the 2016-17 one particular student (a retained 3rd grader who missed over 20% of the school year) understandably failed to make gains on his FSA ELA exam and alone counted for 7% of our school grade.

- Specific goals for the 2022-23 school year are as follows:
- **Reading Goal(s):**
  - In 2022-23, Manatee School of Arts and Sciences (MSAS) will aim for 54% of our 3rd thru 5th grade students to achieve a level 3 on the FSA ELA exam.
  - In 202022-23, Manatee School of Arts and Sciences (MSAS) will aim for 65% of our 3rd thru 5th grade students to achieve learning gains on the FSA ELA exam.
  - In 2022-23, Manatee School of Arts and Sciences (MSAS) will aim for 50% of the lowest 25% of our 3rd thru 5th grade students to achieve learning gains on the FSA ELA exam.
- **Mathematics Goal(s):**
  - In 2022-23, Manatee School of Arts and Sciences (MSAS) will aim for 45% of our 3rd thru 5th grade students to achieve a level 3 on the FSA Math exam.
  - In 2022-23 Manatee School of Arts and Sciences (MSAS) will aim for 58% of our 3rd thru 5th grade students to achieve learning gains on the FSA Math exam.
  - In 2022-23, Manatee School of Arts and Sciences (MSAS) will aim for 69% of the lowest 25% of our 3rd thru 5th grade students to achieve learning gains on the FSA Math exam.
- **Science Goal(s):**
  - In 2022-23, Manatee School of Arts and Sciences (MSAS) will aim for 53% of our 5th grade students to achieve a level 3 on the Statewide Science Assessment.

Placement and Progression

C. Describe the school's student grade level and course placement procedures.

- MSAS follows the Pupil Progression Plan as given by Manatee County School Board (MCSB) and FDOE

D. MSAS currently uses the District Progression Plan

E. If the school will serve high school students, *describe the methods used to determine if a student has satisfied the requirements specified in section 1003.428, F.S., and any proposed additional requirements.*

- Not applicable

F. Discuss how and when promotion and graduation criteria will be communicated to parents and students.

- Parents are provided with the Student Progression plan upon enrollment at MSAS. Requirements for promotion are communicated at multiple points along a student's journey at MSAS. Requirements are communicated at enrollment, parent teacher meetings, Title I meetings, Parent/Teacher Conferences, End of Year Conferences, Diagnostic Benchmark I, II, and III, 3rd grade Promotion meetings, and 5th grade graduation meetings.

Assessment and Evaluation

G. In addition to all mandatory assessments, identify the primary interim assessments the school will use to assess student learning needs and progress throughout the year (including baseline assessments) including a proposed assessment schedule as Attachment F. Provide the rationale for selecting these assessments, including an explanation of how these assessments align with the school's curriculum, performance goals, and state standards

Grade Level	Test
K - 5	diagnostic (Pri. Interim monthly Assessment)
3-5	FAST

- The i-Ready assessment is a research-based and scientifically proven assessment that can provide valid and useful data on individual students and their progress throughout the diagnostic windows to help student achieve the greatest possible gains. Based on NCII ratings, i-Ready scored extremely high in Academic Screening for rigor and MTSS/RTI support. iReady aligns with state curriuculum standards and goals. iReady data from approx.. 276,000 students across 17 districts in Florida showed a strong correlation between iReady scores and FSA scores during the 20-21 school year.

Reading-

Test Name (Reading Wonders)	**Description**	**Frequency**
Reading Wonders Placement Test	Taken by every student at the beginning of the year to place them in the appropriate Reading Wonders groups.	Annually
Reading Wonders Weekly Assessments	Assessments will be administered in an online or paper format and will address topics covered during the week which will include: vocabulary, reading fluency, writing and comprehension. In the process of testing comprehension student's understanding of the week's topic (eg. theme) will also be assessed. Results will provide the teacher with targeted intervention based on curriculum recommendations.	Weekly
Spelling Test	Completed by every student on a weekly basis. Measures how well each student has learned the most recent spelling words in the given unit of study.	Weekly
Reading Wonders Differentiated Unit Assessment	An examination that tests each student on their overall understanding of a complete unit in LEAD 21. Tests word vocabulary, comprehension, reading, word study, reading terms. Categorized by level of student.	Class pacing - Given as soon as chapter is completed.
Mid-Year Examination	Half way through the school year, test to see how well students comprehend the	Mid-point in the year

	material learned to this point in time.	
End-of-the-Year Examination	Shows how well a student has comprehended the material taught throughout the ENTIRE year. Determines strengths and needed areas of review.	End of the school year
Test Name (i-ready)	**Description**	**Frequency**
i-ready Fall Diagnostic	Taken by every student at the beginning of the year to place them in the appropriate i-ready reading lessons.	Annually, in the Fall within the District assigned testing window
i-ready Winter Diagnostic	Taken by every student during the middle of the year to determine their progress toward the i-ready reading goals.	Annually, in the Winter within the District assigned testing window
i-ready Spring Diagnostic	Taken by every student at the end of the year to determine their progress toward the i-ready reading goals.	Annually, in the Spring within the District assigned testing window
i-ready Growth Monitoring	Assess as students progress toward the i-ready reading goals	Every 4 weeks for all students.

Math-

Test Name STEMScopes Math	**Description**	**Frequency**
Chapter Quizzes	During chapter study, focuses on students' knowledge of material to place into groups and assist in areas of need.	Class pacing - Given during the chapters.

Chapter Tests	After chapter study, shows areas of strengths and needed areas of review.	Class pacing - Given as soon as chapter is completed.
Mid-Year Examination	Half way through the school year, test to see how well students comprehend the material learned to this point in time.	Mid-point in the year
End-of-the-Year Examination	Shows how well a student has comprehended the material taught throughout the ENTIRE year. Determines strengths and needed areas of review.	End of the school year
Test Name (i-ready)	**Description**	**Frequency**
i-ready Fall Diagnostic	Taken by every student at the beginning of the year to place them in the appropriate i-ready math lessons.	Annually, in the Fall within the District assigned testing window
i-ready Winter Diagnostic	Taken by every student during the middle of the year to determine their progress toward the i-ready math goals.	Annually, in the Winter within the District assigned testing window
i-ready Spring Diagnostic	Taken by every student at the end of the year to determine their progress toward the i-ready math goals.	Annually, in the Spring within the District assigned testing window
i-ready Growth Monitoring	Assess as students progress toward the i-ready math goals	Every 4 weeks for all students.

Science-

Test Name STEMScopes	Description	Frequency
Chapter Quizzes	Covers information learned in chapter. Can be given online or on paper.	Class pacing – Given as soon as chapter is completed.
Unit Assessments	Students will take once unit is thoroughly discussed/taught. Can be given online or on paper.	Class pacing – Given as soon as all chapters in the unit are completed.
Hands-on Experiments, Investigations, Inquiry Projects	Completed throughout each chapter/unit. Assessed thru student journals and reports.	Class pacing - Hands-on experiments and investigations will be completed during each chapter/unit study.

Information STEMScopes Assessments:

* The digital Teacher Edition can be accessed through the Online Teacher Digital Management System at the Lesson Level.
Teacher Edition - Lesson Level Resources > Lesson Teacher Support > Teacher Edition

- Online Assessments can be assigned to students through the Online Teacher Digital Management System. After you have assigned a Quiz or Test, the assignment will appear on your student's account in the "Assigned Section".

Chapter Quiz:

- Lesson Level Resources > Lesson Assessment > Lesson Quiz (Online Assessment)

Unit Assessment:

- Unit Level Resources > Unit Assessment > Unit Test (Online Assessment)
- PDF versions of assessments and answer keys can be accessed through the Online Teacher Digital Management System.

Lesson Quiz:

- Lesson Level Resources > Lesson Assessment > Lesson Quiz (Assessment Guide)

Writing –

Test Name (Top Score Writing)	Description	Frequency

Weekly Writing Assessments	Students read various texts in the given book and form their writing pieces using assigned writing prompts and write for 30 minutes once a week.	Weekly
In-class writing assignments from Top Score Writing	Daily writing lessons instructing students on the proper methods of constructing an essay.	Daily

H. Describe how student assessment and performance data will be used to evaluate and inform instruction. Who will be responsible for managing the data, interpreting it for classroom teachers, and leading or coordinating professional development to improve student achievement?

- The school's Kindergarten, 1st, and 2nd grade students will take the i-ready diagnostic in May during the District scheduled testing window. The students will test in their classrooms under FSA-style conditions.
- The school's K-5th grade students will take all applicable state assessments (including FAST, and the Statewide Science Assessment) following the schedule that Manatee District Schools provides. Our test coordinator will attend all pertinent District meetings to obtain the appropriate training, testing information, and scheduling information. The Principal and the test coordinator will work together to handle all of the particulars of the examination.

I. Explain the training and support that school leadership and teachers will receive in analyzing, interpreting, and using performance data to improve student learning.

- Once examinations are completed, test scores will arrive back at our school. Our Data Team will start by making charts of the results. These will be the start of as many staff meetings as necessary to build a plan to help the low, middle, and high groups. Class lists for next year will be made using this data. We use the research-based books to help make our future plans. We are currently using a text known as, "Researched-Based Strategies to Ignite Student Learning - Insights from Neurologist and Classroom Teacher", by Judy Willis, M.D., to assist us with this data. In her writings she discusses crucial information which build upon helpful strategies our school can successfully use. Her most essential pieces are: 'Memory, Learning, and Test-Taking Success', "Strategies to Captivate Students' Attention', 'How Stress and Emotion Affect Learning', and 'Assessment that Builds Dendrites'. Another wonderful book we are using is called, "Learning in the Fast Lane- 8 Ways to Put ALL Students on the Road to Academic Success", authored by Suzy Pepper Rollins. Ms. Rollins is a lifelong educator whose mission is to create academic success for all learners. She focuses on instilling instructional practices that provide widespread accessibility to the curriculum. She believes "every child, every day" which is a strong motto our school holds! In Ms. Rollins text, "Learning in the Fast Lane", she emphasizes the importance of building academic success with students at a risk of failure. She notes that we need to do the opposite of what we have always done and deploy exciting hands-on tasks. It is said by Ms. Rollins that struggling students need not work alone, but instead work collaboratively with successful students who understand the content and demonstrates perseverance, determination, and academic optimism. She points toward accelerating students and keeping them in the fast lane where progress can easily be seen. Exciting assignments which provide rich feedback should be established.

J. Describe the corrective actions the school would take if it falls short of student academic achievement expectations or goals at the school-wide, classroom, sub-group, or individual student level. Explain what would trigger such corrective actions and who would be responsible for implementing it.

- Together, the MTSS team, Principal and classroom teachers will examine the results after each benchmark. The team will chart the data and develop plans to drive instruction that focus on improving student learning. The team will then meet monthly to monitor the progress of the students and make changes to the plan as needed to adapt to the student's needs. The MTSS will, during these meetings, teach back useful progress monitoring strategies that will be used by the classroom teachers to continually assess and monitor student progress. The MTSS team will take advantage of District offered training opportunities to educate themselves on the latest in data analysis, interpretation and implementation in data driven instruction. These trainings are often help online or in person throughout the year and are tracked through MYPGS. During the process both parents and students are involved in the educational process and are updated regularly by the MTSS team and teachers.

K. Describe how student assessment and performance information will be shared with students and with parents.

Assessment and performance data is mailed directly to parents at the end of each school year. During the school year, interim diagnostic data and regular assessment data is shared with the parents on a monthly and weekly basis respectively. This data is shared both in paper copy with interpretive instructions, digitally through our parent communication tools, and via semester parent teacher conferences. In the case of T2 or T3 students, those conferences occur quarterly.

L. Describe the plan for protecting the privacy of individual student academic performance data and other student-related information.

- Performance data is received by the testing coordinator and only shared by those authorized under FERPA to have such information. When not in use, the data is stored in locked file cabinets or securely online. Only those directly involved in the process have access to the data.

- All of the student assessment and performance data will be used to evaluate and inform instruction. The information will then be shared with students and parents. Below shows the following:

- **Reading –**

Test Name (Reading Wonders)	Evaluation	Student/Parent Sharing of Information
Reading Wonders Placement Test	Taken by every student at the beginning of the year to place them in the appropriate Reading Wonders groups.	Data print outs show percentiles of student success. Pinpoints strengths and areas of needed improvement.
Reading Wonders Weekly Assessments	Assessments will be administered in an online or paper format and will address topics covered during the week which will	Form that shows students and parents answers missed and material the questions covered. Keep track of each week's

	include: vocabulary, reading fluency, writing and comprehension. In the process of testing comprehension student's understanding of the week's topic (eg. theme) will also be assessed. Results will provide the teacher with targeted intervention based on curriculum recommendations.	scores.
Spelling Test	Completed by every student on a weekly basis. Measures how well each student has learned the most recent spelling words in the given unit of study.	Form that shows students and parents words spelled correctly and incorrectly.
Reading Wonders Differentiated Unit Assessment	An examination that tests each student on their overall understanding of a complete unit in LEAD 21. Tests word vocabulary, comprehension, reading, word study, reading terms. Categorized by level of student.	Can be viewed online, if assessments are given there. Print outs of actual examinations.
Mid-Year Examination	Half way through the school year, test to see how well students comprehend the material learned to this point in time.	Can be viewed online, if assessments are given there. Print outs of actual examinations.
End-of-the-Year Examination	Shows how well a student has comprehended the material taught throughout the ENTIRE year.	Can be viewed online, if assessments are given there. Print outs of actual examinations.

	Determines strengths and needed areas of review.	
Test Name (i-ready)	**Evaluation**	**Student/Parent Sharing of Information**
i-ready Fall Diagnostic	Taken by every student at the beginning of the year to place them in the appropriate i-ready reading lessons.	Data print outs show percentiles of student success. Pinpoints strengths and areas of needed improvement.
i-ready Winter Diagnostic	Taken by every student during the middle of the year to determine their progress toward the i-ready reading goals.	Data print outs show percentiles of student success. Pinpoints strengths and areas of needed improvement.
i-ready Spring Diagnostic	Taken by every student at the end of the year to determine their progress toward the i-ready reading goals.	Data print outs show percentiles of student success. Pinpoints strengths and areas of needed improvement.
i-ready Growth Monitoring	Assess as students progress toward the i-ready reading goals	Data print outs show percentiles of student success. Pinpoints strengths and areas of needed improvement.

- **Math-**

Test name STEMScopes Math	**Evaluation**	**Student/Parent Sharing of Information**
Placement Test	Taken by every student at the beginning of the year to place them in the appropriate math groups.	Data print outs show percentiles of student success. Pinpoints strengths and areas of needed improvement.
Chapter Quizzes	During chapter study, focuses on students' knowledge of material to place into groups and assist in areas of	Form that shows students and parents answers missed and material the questions

	need.	covered. Keep track of each week's scores.
Chapter Tests	After chapter study, shows areas of strengths and needed areas of review.	Form that shows students and parents answers missed and material the questions covered.
Mid-Year Examination	Half way through the school year, test to see how well students comprehend the material learned to this point in time.	Form that shows students and parents answers missed and material the questions covered.
End-of-the-Year Examination	Shows how well a student has comprehended the material taught throughout the ENTIRE year. Determines strengths and needed areas of review.	Form that shows students and parents answers missed and material the questions covered.
Test Name (i-ready)	**Evaluation**	**Student/Parent Sharing of Information**
i-ready Fall Diagnostic	Taken by every student at the beginning of the year to place them in the appropriate i-ready math lessons.	Data print outs show percentiles of student success. Pinpoints strengths and areas of needed improvement.
i-ready Winter Diagnostic	Taken by every student during the middle of the year to determine their progress toward the i-ready math goals.	Data print outs show percentiles of student success. Pinpoints strengths and areas of needed improvement.
i-ready Spring Diagnostic	Taken by every student at the end of the year to determine their progress toward the i-ready math goals.	Data print outs show percentiles of student success. Pinpoints strengths and areas of needed improvement.
i-ready Growth	Assess as students progress toward the i-	Data print outs show percentiles of

Monitoring	ready math goals	student success. Pinpoints strengths and areas of needed improvement.

- **Science-**

Test Name STEMScopes Science	Evaluation	Student/Parent Sharing of Information
Chapter Quizzes	Covers information learned in chapter. Can be given online or on paper.	Form that shows students and parents answers missed and material the questions covered.
Unit Assessments	Students will take once unit is thoroughly discussed/taught. Can be given online or on paper.	Form that shows students and parents answers missed and material the questions covered.
Hands-on Experiments, Investigations, Inquiry Projects	Completed throughout each chapter/unit. Assessed thru student journals and reports.	Student data and projects will be completed in-school and at-home. Parental involvement is requested to determine maximum success.

- **Writing-**

Test Name (Top Score Writing/Reading Wonders)	Evaluation	Student/Parent Sharing of Information
Weekly Writing Assessments integrated into Reading Wonders	Students read various texts in the given book and form their writing pieces using assigned writing prompts and write for 30 minutes once a week.	Rubric will be sent home along with the assessment so students and parents will be able to review the writings and discuss them together. Valued projects will be hung on bulletin boards to show recognition at school.

In-class writing assignments from Top Score Writing	Daily writing lessons instructing students on the proper methods of constructing an essay.	Rubric will be sent home along with the assessment so students and parents will be able to review the writing lessons and discuss them together.

Section 6: Exceptional Students

a. Provide the school's projected population of students with disabilities and describe how the projection was made.

- As of the October 2022 FTE count, MSAS has twenty ESE students.
- As we complete the response to intervention process and/or speech/language screenings for some of our students, we may be completing evaluations and could be adding another 3-5 students from within our currently enrolled students. Additionally, patterns have shown that after the regular public schools' first semester report cards are released, we usually increase our enrollment of ESE and non-ESE students as parents are looking for alternate settings for their child. This could increase our enrollment of ESE students by 3-5 students and could bring us up to 25-30 ESE students.
- In projecting for the 2023-24 school year, we currently have five 5th grade ESE students who will be moving on to middle school. This could bring our ESE numbers back down to a projected 15 for 2023-24.

b. Describe how the school will ensure that students with disabilities will have an equal opportunity of being selected for enrollment in the charter school.

- Parents of students with disabilities come to the school for a tour, meeting with the principal, at which time they complete an application. Students with disabilities are fully welcome at MSAS if there are spots available and MSAS is able to provide the services needed. MSAS Administration will review the student's IEP to determine whether or not the school is able to provide the required ESE services and meet the child's ESE specific needs. If enrollment is full, their name would be placed in the lottery (same as any general education student.

c. Describe how the school will work with the sponsor and through the Individual Education Plan (IEP) process when necessary to ensure students with disabilities receive a free appropriate education (FAPE) in the least restrictive environment (LRE).

- We consult with our ESE Specialist provided by Manatee County Schools to assist with ensuring that MSAS is the appropriate placement for each student with a disability. Currently we meet with the District ESE Specialist on a need-to-meet basis.
- A copy of the student's IEP is procured as soon as possible if they are transferring to MSAS so that ESE services can be continued and then IEP may be revised if "pull out" for speech/language and occupational therapy. ~~only.~~ ESE services are within the regular classroom in an inclusion setting. If a student needs more complex services than MSAS has the ability to provide, it is explained to the parents so that they can look at placemen in a full-service school.

d. Describe the methods the school will use to identify students with disabilities that have not yet been identified.

- Together, the MSAS ESE director, Principal, District ESE Specialist, OT and Speech will conduct initial testing, interviews and parental meetings to determine appropriate placement for those students with

suspected disabilities that have not yet been identified. CUME folder records, testing data, diagnostic data, parent feedback teacher assessments and observations will be used alongside ESE data collection to determine appropriate placement.

e. Describe the programs, strategies, and supports the school will provide, including supplemental supports and services and modifications and accommodations to ensure the academic success of students with disabilities whose education needs can be met in a regular classroom environment with at least 80% of instruction occurring in a class with non-disabled peers.The school will serve students with disabilities whose needs can be met in a regular classroom environment (at least 80% of instruction occurring in a class with non-disabled peers) with provision of reasonable supplementary supports and services and/or modifications and accommodations.

- Our ESE students receive services in the regular classroom with the exception of Speech/Language Therapy and Occupational Therapy. In this way our ESE students are expected to meet the same challenges as the regular education students, given the appropriate classroom and/or assessment accommodations.

f. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a regular classroom and resource room combination (between 40-80% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

- We consult with our ESE Specialist provided by Manatee County Schools to assist with ensuring that MSAS is the appropriate placement for each student with a disability. Currently we meet with the District ESE Specialist on a need-to-meet basis.
- A copy of the student's IEP is procured as soon as possible if they are transferring to MSAS so that ESE services can be continued and then IEP may be revised if "pull out" for speech/language and occupational therapy. ~~only.~~ ESE services are within the regular classroom in an inclusion setting. If a student needs more complex services than MSAS has the ability to provide, it is explained to the parents so that they can look at placemen in a full-service school.

g. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a separate classroom (less than 40% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

- We consult with our ESE Specialist provided by Manatee County Schools to assist with ensuring that MSAS is the appropriate placement for each student with a disability. Currently we meet with the District ESE Specialist on a need-to-meet basis.
- A copy of the student's IEP is procured as soon as possible if they are transferring to MSAS so that ESE services can be continued and then IEP may be revised if "pull out" for speech/language and occupational therapy. ~~only.~~ ESE services are within the regular classroom in an inclusion setting. If a student needs more complex services than MSAS has the ability to provide, it is explained to the parents so that they can look at placemen in a full-service school.

h. Describe the plans for monitoring and evaluating the progress and success of students with disabilities to ensure the attainment of each student's goals as set forth in the IEP or 504 plan, including plans for promoting graduation for students with disabilities (high schools only).

- When a student enters and is working below grade level in reading, the Reading Wonders curriculum places them in one of the two lower groups according to their beginning of the year placement test.

While working at the beginning level of the student covers the same material as the more advanced groups, but in a simpler form with somewhat shorter selections and simpler vocabulary. Practice in the skills they are being taught is provided in the software to assist with phonics skills, for example, which may be the reason the student is underperforming. The teacher in coordination with the ESE teacher works with these students in a small group with other students with similar difficulties. Other groupings within Reading Wonders place these students in multi-level groups so that stronger readers work with weaker ones on projects as they pool together the readings and knowledge they have gained on the reading selections.

- If a student is in need of interventions, these are put in place as students receive Tier 2 and Tier 3 interventions within the classroom. Progress is monitored weekly. Some of our classrooms have more students in need of assistance and these classrooms may have an aid assigned to work with the students as well.

i. Identify the staffing plan, based on the above projection, for the school's special education program, including the number and qualifications of staff.

- Our ESE staff consists of one ESE inclusion teacher for the students with Learning Disabilities and Other Health Impaired who works with the students in the general education classroom for two 45 minute sessions weekly in both reading and math for a total of 180 minutes of weekly assistance for some learning activities. Additionally, the ESE teacher provides the required services for students needing assistance and/or training in the areas of independent functioning and social skills.
- Speech/Language Therapy and Occupational Therapy is provided by Children's Therapy who send a therapist twice weekly to work with students needing speech and/or language therapy and once weekly to work with students needing occupational therapy. This schedule may change dependent upon the services needed by the students.

j. Describe how the school's effectiveness in serving exceptional education students will be evaluated.

- The progress of our ESE students is documented weekly for reading and math as well as speech/language and occupational therapy. Each ~~semester~~ quarter the parent receives a progress report showing "mastery, making progress, or needs more time" for each goal on their IEP.
- Performance on the standardized testing along performance on curriculum based assessments is used as an indicator as to whether each student is making with peers.

k. Describe how the school will serve gifted and talented students.

- MSAS currently does not have a gifted teacher or program.

Section 7: English Language Learners

A. Describe how the school will meet the needs of English Language Learners as required by state and federal law, including the procedures that will be utilized for identifying such students and providing support services.

- When students enroll at MSAS the parents complete the English Language Survey. If one of the three questions is answered yes, the IPT Oral is administered for kindergarten - 2nd grades, and the IPT Oral, IPT Reading and IPT Writing is administered for 3rd - 6th grade. Eligibility for ESOL placement is based on the recommendations provided by the county. If a student is eligible an ELL Plan is written and the parent receives a letter in either English or the language spoken at home. The classroom teacher utilizes ELL materials and strategies for the student in everyday lessons as indicated on the ELL Plan.
- As required, all ELL students take the Access ELL 2.0 test each year during the Spring, which give an excellent indicator of the students' progress.
- Parents are invited to an ELL meeting, particularly if a student is recommended for retention or if extension of ESOL services is indicated.

- Dismissal from ESOL is based on data from testing as well as parent/teacher input. When a student is dismissed from ESOL, we provide follow up for two years to ensure that they are maintaining strong academics.

B. Describe specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the core academic program for these students, including those below, at, or above grade level.

- When an ELL student enters and is working below grade level in reading the ~~Lead 21~~ Reading Wonders Curriculum places them in one of the two lower groups according to the beginning of the year placement test. While working at the beginning level the student covers the same material as the more advanced groups, but in a simpler form with somewhat shorter selections and simpler vocabulary. Practice in the skills they are being taught is provided in the software to assist with weaker skills such as vocabulary, for example, which is generally a weak area for ELL students. Use of visuals and illustrations is a large part in the Reading Wonders Curriculum which uses the computer and the student is allowed to use "view images" when looking up a word on the computer. Exposure to general knowledge about our community is important for these students which is also a large part of the Reading Wonders Curriculum as it incorporates both social studies and science in the text of nonfiction selections.
- Extra support is given by the aide in the classroom if one is assigned to that room.
- If a student is in need of interventions these are put in place as students receive Tier 2 and Tier 3 interventions within the classroom. Progress is monitored as required by the MTSS/RTI process and if needed the student will be referred for an evaluation to see if they need addition services within Exceptional Students Education.

C. Provide plans for monitoring and evaluating the progress and success of ELL students, including exiting students from ELL services

- Monitoring and evaluation of success if conducted using Access 2.0 data each year. Test histories are compared each year against Listening, Speaking, Reading, and Writing. Exiting a student from ELL services in K-2, a score of 4 or higher on the Reading section and their Overall score needs to be 4 or higher. Grades 3-5 need 4 or higher in Reading, 4 or higher Overall, and a level 3 or higher on FAST.

D. Identify the staffing plan for the school's English language learner program, including the number and qualifications of staff.

- The staff ESE teacher works with ESOL students ~~once a week~~ in the classroom in small groups in collaboration with the classroom teacher, on a schedule similar to the ESE Inclusion schedule. All classroom teachers are also ESOL certified or working toward their required ESOL hours mandated by the Florida DOE. Strategies and accommodations as per their ELL Plan are used as well as other resources.

Section 8: School Climate and Discipline

A. Describe the culture or ethos of the proposed school. Explain how it will promote a positive academic environment and reinforce student intellectual and social development.

- MSAS uses the "Essential 55" by Educator Ron Clark as a backbone for all classroom management and discipline procedures. The book and its procedures clearly outlines 55 items that will help all students succeed and learn to be respectful and responsible citizens. All other discipline procedures are listed in the student handbook See Attachments

B. State whether the applicant intends to use the local school district's code of conduct policy. If the applicant does not intend to use the local school district's code of conduct policy, describe in detail the school's approach to student discipline. If already developed, provide the proposed discipline

policy or student code of conduct as Attachment G. Taken together, the narrative and code of conduct (if provided) should:

MSAS follows Manage County's Code of Conduct and policies for all suspensions, dismissals, and any bullying/reporting of bulling polices. Portions of the Code of Conduct are reprinted in the student handbook (**See Attachment G)**

Section 9: Supplemental Programming

A. Describe any extra- and co-curricular activities or programming the school will offer, if applicable; how often they will occur; and how they will be funded.

- MSAS does not offer any extra-curricular activities at this time.

II. Organizational Plan

Section 10: Governance

a. Describe the school's existing or planned legal status, including non-profit status and federal tax-exempt status.

We are a non-profit incorporation, and have been operating in this capacity for twenty five years.

b. Provide the following documents, if available, as attachments:

- The articles of incorporation for the applicant organization (or copies of the filing form) – Attachment H
- 501(c)(3) tax exempt status determination letter (or copy of the filing form) –Attachment I
- Governing board by-laws – Attachment J
- Governing board code of ethics and conflict of interest policy – Attachment K

c. Describe the governance structure of the proposed school, including the primary roles, powers, and duties of the governing board; committee structure (if applicable); and how the board will interact with the principal/head of school and any advisory bodies.

- Organizational chart is provided in Staff Handbook (**See _____)**
  Narrative description of chart: The school's Governance Board reports to the (Sponsor). The Governance Board oversees and approves all school handlings. The Principal reports to the board (monthly within the school year). The Principal oversees the administrative team, lead teachers, aides, tutors, and office staff.
- Anyone can speak to the board during a predetermined time at their monthly meeting.
- The principal offers the board a monthly report on all pertinent school information.
- Adoption of annual budget - MSAS board approves annual budget and selects new members/roles during their monthly May meeting.
- Continuing oversight over charter school operations - Each month (on the last Tuesday of the month, unless otherwise agreed upon by the Board of Directors) the Board has a monthly meeting that includes a detailed financial report, a Principal's update provided by the Administration Team about current operations as well as other pertinent issues, a Teacher Liaison report, a Parent Liaison report, a discussion of Old Business from previous meetings, a discussion New Business, and an Open Floor for Discussion/Questions and Public Comments/Concerns.
- The President presides over the meetings and keeps the board directed towards its goals and delegates responsibility for tasks to other members or committees. The Vice President will act in the place of the president in the latter's absence. The Treasure has the general responsibility for the school's funds and

accounts. The Secretary is responsible for the written records of the board of directors, including the minutes of the meeting.

- All directors are committed to the education of all children and in assuring Manatee School of Arts and Sciences, Inc. is run effectively and efficiently, according to the by-laws. Each director will carry out their duties as written in the By-Laws. Every attempt is made to hold a Board meeting each month during the school year; however, there are times where a quorum of the Board is not available to meet during a given month. A minimum of eight Board meetings will be held during the school year. Board meetings are where the direct operation of the school and financial accountability are reviewed.
- The Principal is responsible for all monies of the corporation. Personnel records and human resources will be handled by the Principal and Registrar.
- The board of Directors of Manatee School of Arts and Sciences shall have control and jurisdiction over the affairs and property of the Corporation, subject to the Articles of Incorporation and the by-laws of Manatee School of Arts and Sciences. The Administrator will communicate with the board of directors. The assistant administrator, teachers, specialists, support staff, and consultants will work under the supervision of the Administrator.
- The Board is educated on and adheres to the Sunshine Law.

d. State the frequency of board meetings and describe how the board will comply with open meetings and records laws.

- The board meets on the last Tuesday of the month.
- The board will comply with all statues and Sunshine Laws.

e. Describe the current and desired size and composition of the governing board. Identify key skills, areas of expertise, and constituencies that are or will be represented on the governing board.

- The current MSAS board has 6 persons of varied gender and background. The board strives to have 5-7 members each year from the community. The boards aims to have members with expertise in governing, finances, community outreach, education, and business.

f. Describe how board members have been and will be selected including term limits and selection of officers.

Board Members are recruited from leaders in our community; they range from businessmen, educators, Certified Public Accountants (CPA's), to retired professionals. Each potential member meets with the principal/CEO of the school where they are given an opportunity to review the mission statement and policies of the school. Each is given an in depth review of school from the inception in 1997 to date which includes all operational, financial, and legal aspects of the school. All future elections of the Directors Board shall be as follows; Directors shall be elected annually for a term of 3 years at the annual meeting by the Board of Directors. Any person who has held the office of Director shall be eligible for re-election two additional terms of office. Subsequent to serving two consecutive terms, a person may not be eligible for re-election for at least one year after the expiration of such a second term of office.

g. Explain how this structure and composition will ensure that the school will be an academic, operational, and financial success.

- There are four essential qualities in performing Board Governance duties: Vision, Structure, Accountability, and Advocacy.

- **Vision:** The Board oversees the educational future of MSAS that has been described in the charter. It supports the goals and helped define the school's outcome. Members work in an atmosphere of trust and are encouraged to openly express ideas, opinions disagreements, and feelings. Directors recognize their interdependence and understand both personal and team goals are accomplished through mutual support. Ground rules are adopted with the education of children being first and foremost.
- **Structure**: The board establishes a structured environment that provides a sound organizational framework. This ensures that all students can attain their maximum potential.
- **Accountability:** The Board is accountable to the parents. Students, the School District of Manatee County and the tax payers. Our monthly financial accountability is a vital part of our monthly Board meetings as well as our student achievement.
- **Advocacy:** The board speaks for our students, parents, staff, and MSAS in the community. Their commitment to our school in the community helps promote progress. The needs of our students and their families are always addressed.

h. Complete the table below (add lines as necessary) and for each individual identified here provide 1) a completed and signed Board Member Information Sheet (template provided), and 2) resume

Name	Current or Prospective Governing Board Member?	Role on Board (e.g. Member, President, etc.)	Submission Requirements
Jim Brand	*Current*	*President*	___ Information Sheet ____Resume
Linda McAbee	Current	Vice President	____ Information Sheet ____ Resume
Liz Brisset	Current	Director	____ Information Sheet ____ Resume
Linda Cinque	Current	Treasurer	____ Information Sheet ____ Resume
Carole Atkins	Current	Director	____ Information Sheet ____ Resume
Krysta Neilson	Current	Parent Liason	____ Information Sheet ____ Resume

i. Describe the plans for board member recruitment and development, including the orientation process for new members and ongoing professional development.

- Board Members are recruited from leaders in our community; they range from businessmen, educators, Certified Public Accountants (CPA's), to retired professionals. Each potential member meets with the principal/CEO of the school where they are given an opportunity to review the mission statement and policies of the school. Each is given an in depth review of school from the inception in 1997 to date which includes all

operational, financial, and legal aspects of the school. All future elections of the Directors Board shall be as follows; Directors shall be elected annually for a term of 3 years at the annual meeting by the Board of Directors. Any person who has held the office of Director shall be eligible for re-election two additional terms of office. Subsequent to serving two consecutive terms, a person may not be eligible for re-election for at least one year after the expiration of such a second term of office. Directors must complete, the four hour Charter School Governance Training and are required to up-date the training with a two hour refresher course after two years. Each director is issued a certificate of completion.

j. Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest.

- MSAS has a robust policy concerning Conflicts of Interest (MSASOP 1-10) The policy covers, Purpose, Scope, Authority, Procedures, Duty to Disclose, Determination, Addressing the Conflict of Interest, Violations, Records, Compensation, Statements and Use of Outside Experts.

k. Describe, if applicable, any school advisory bodies or councils that are in place or will be formed, including the roles and duties of each and the reporting structure of such entity relative to the school's governing board and leadership.

- MSAS does not have and further advisory boards in place.

l. Briefly explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school. The entire process or policy does not have to be developed; however, applicants should be able to articulate the primary steps.

- MSAS believes that problems and concerns can most quickly be resolved if the matter is brought to the immediate attention of the proper authority; as such, we have developed a detailed Parent Problem Solving Policy. (**See Attachment R)**
- Parents are encouraged to contact the Board of Directors in writing of praises, complaints, conflicts and disputes. Parents are provided a form in the family handbook on which they may confidentially send their concerns to the Board of Directors
- Each Director and Parent Liaison, as well as their email addresses, are provided on the school website, and each dispute is looked at individually and handled through the Board of Directors.

Section 11: Management and Staffing

A. Submit as Attachment M organization charts that show the school governance, management, and staffing structure in

- **The pre-operational year; N/A School established 1997**
- **The first year of school operations; N/A School established 1997**
- **At the end of the charter term; and**
- **When the school reaches full capacity, if in a year beyond the first charter term.**

Each organization chart should clearly delineate the roles and responsibilities of and lines of authority and reporting among the governing board, staff, and any related bodies (such as advisory bodies or parent or teacher councils), and any external organizations that will play a role in

managing the school. The organization charts should also specifically document lines of authority and reporting within the school.

- Manatee School of Arts and Sciences, Inc. has held a contract with the School Board of Manatee County for twenty five years. The organizational chart is listed in the staff handbook on page 10, **Attachment M.** Job descriptions for teachers and each Administrator can be found in the Manatee School of Arts and Sciences staff handbook pages 11-24 **Attachment M-Q.**

B. Identify the principal or head of school candidate and explain why this individual is well-qualified to lead the proposed school in achieving its mission. Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high-performing charter school. If the proposed leader has never run a school, describe any leadership training programs that (s)he has completed or is currently participating in. Discuss the evidence of the leader's ability to effectively serve the anticipated population. Also provide, as Attachment N, the proposed job description and resume for this individual.

- Manatee School of Arts and Sciences, Inc. has been in operation for 25 years and has an established leadership team, with the current principal (Clinton Jones) in his 4th year as the school leader. His prior experience includes 12+ years as a High School and Middle School teacher, administrative roles under his last three Principals with a focus on school administration. He worked under MSAS' previous Principal for 2 years training for an Administrative Position. After a series of interviews, he was selected by the MSAS board to take over after the previous Admin left. During his first year as Principal, COVID impacted all school around the world greatly. During this time and the following several years, MSAS maintained their overall grade and is currently seeing a rise in both student enrollment and performance.
- In the event a new principal must be hired, MSAS will advertise the position on the website Teachers-Teachers.com
- Any person applying for the must meet the following criteria:

- A minimum of a Master's Degree in administration from an accredited University or College
- Work well with other people / maintain a high level of activity
- Express ideas and self clearly when written or talking with individuals and groups
- Able to perform a multitude of tasks, often changing assignments on short notice
- Able to monitor the progress and coordination of delegated assignments
- Able to work summer hours as the position demands.
- Able to travel to conventions, meetings and community events

- The MSAS Board of Directors will select no less than three candidates who possess the educational requirements needed for the job and will conduct interviews with the candidates. The top candidate will be chosen after the interviews are conducted and the Board of Directors will determine the hiring and the starting salary of the new Principal through vote during the next Board meeting.

C. Describe the management structure of the school. As Attachment P, provide job descriptions for each administrative or leadership position that identifies key roles, responsibilities and accountability.

- The organizational structure of MSAS is fairly straight forward. The MSAS Board oversees operations. The Principal is responsible for day-to-day operations of the school. The Registrar and Assistant Registrar assist with the operations and functions of the school. Please see Staff Handbook **(Attachments M-Q)** for job descriptions and structure.
- Job descriptions for each Administrator can be found in the Manatee School of Arts and Sciences staff handbook pages 11-24 **Attachment P.**

D. Provide a staffing plan for each year of the charter term that includes all anticipated personnel and is aligned with the school's projected enrollment and with all other sections of the application. Provide as Attachment Q the proposed job description and qualification requirements for the school's teachers.

- Considering the MSAS School Improvement Plan, current research in best practices, input from staff members and the MSAS Board of Directors, and other variables, the primary objectives in the development of the Staffing Plan are to equitably distribute available human resources and to provide the most effective and efficient instructional setting possible. Once this is achieved in the Staffing Plan, it is the Principal's responsibility to allocate these human resources efficiently and effectively while meeting identified Class Size Law and other State, District and school improvement goals. More importantly, the Principal, as instructional leader of the school, designs a school staffing plan that meets student academic, social, emotional, and vocational needs.
- It is understood that the School will allocate a sufficient number of units to meet the requirements of the Class Size Law; however, as a Charter school, MSAS meets the criteria of the modified Class Size Law will be staffed to meet class size by school-wide average. The modified Class Size Law, which allows a school or program that is a public school of choice under s. 1002.31 to meet class size at the school level. Classes will be staffed with Core classes and Non-Core classes. Core classes are classes that have an enrollment determined to have an average of 18 or below for Kindergarten thru 3rd Grades and an average of 22 or below for 4th thru 6th Grades according to the Class Size Law that have core course codes attached. These include classes within the subjects of Language Arts, Reading, Mathematics, Science, and Social Studies. Non-Core classes are all other classes that do not have course codes determined to be part of the Class Size Law.
- As an established school Manatee School of Arts and Sciences, Inc. currently has teachers in place for up to 135students.
- 2022-23 Staffing Plan:

- Administration:
  - Principal (1)
  - Registrar (1)
- Core Units: (7)
- Non-Core Units: (2)
- Food Service / Receptionist: (1)
- Title I Attendance Clerk: (1)

E. Explain the school's plan for recruitment, selection, and development of a highly qualified and appropriately certified instructional staff that is aligned with applicable federal laws and state requirements as well as the school's design.

- If new teachers are needed or should we go over 135 students our administrator recruits new staff through Teachers-Teachers.com. We make every effort to select no less than three candidates who go through an interview process with the administrator/principal; however, in the instance there is a shortage of sufficient candidates, the school will the best of the available candidates. If the candidate has the educational requirements needed for the job they are set up for a second interview. They will be asked to set up a lesson plan for the grade level in which they are being considered and in which they will implement in the classroom. During the second part of the interview process the candidates teach the class for 30-60 minutes while being observed by the administration/principal, with other teachers and a board member. The candidate will then meet with administration again to review their lesson plan and process for implementing the plan. The administrator/principal, teacher and board member meet to discuss and rate each candidate to make their recommendation for selection. New hires are giving an introductory period of 90 work days, after which, new employees will meet with the administrator for a 90 day review.

Section 12. Human Resources and Employment

a. Explain the relationship that will exist between the school and its employees, including whether the employees will be at-will. Discuss the school's tentative plan regarding use of employment contracts. If the school will use contracts, explain the nature and purpose of the contracts. Use and nature of employment contracts may be finalized after application approval.

- MSAS is an employment-at-will employer that does not utilize contracts.

b. Provide the performance evaluation or a general outline of the performance evaluation plan, consistent with the substantive requirements included in s. 1012.34, F.S. (the Student Success Act),

for administrators and instructional personnel including who will conduct the evaluations, what instrument will be used, and how the results will be used to guide performance and professional development. A final, detailed outline will be required after application approval.

- MSAS has a Policy and Procedure for conducting performance evaluations which are outlines in the Policies and Procedures Manual, MSASOP 2-5 (See Attachment R). Evaluations are conducted using the evaluation tools provided through the Florida Consortium of Public Charter Schools. Evaluations are conducted by the Principal.

c. Provide the compensation structure or a general outline of the compensation structure for all employees, including salary ranges and employment benefits as well as any incentives or reward structures, if applicable. How will compensation and other components factor into the staff retention plan?

- Every position at Manatee School of Arts & Sciences is privately held. Each position is defined as exempt or nonexempt based on the duties and responsibilities of that position as stated in the Fair Labor Standards Act (FLSA). Each position is classified and assigned a specific pay range approved by the governing board & principal. Human Resources review the position specifics to ensure that positions are correctly classified and that the job descriptions properly reflect any changes in the duties and responsibilities of the position.
- MSAS' outline of compensation and benefits is provided in the Staff Handbook, pages 25,31,32-34.

d. Outline the school's procedures for hiring and dismissing school personnel, including conducting criminal background checks.

- MSAS Hiring and Dismissal procedures are outlined in the Staff Handbook, pages 3-9,25, and 27-29. MSAS uses Florida Fieldprint for all employee fingerprints, which are then processed and cleared with the Manatee County School District. MSAS then receives the results from MCSD.

e. If personnel policies have been developed, include as attachment R.

- Please see Staff Handbook and Policies. **(Attachment R)**

f. Explain how the governing board and school leadership would handle unsatisfactory leadership, teacher, or staff performance, as well as leadership or teacher turnover.

- Teacher evaluations are conducted several times throughout the year by the Principal. Administrative evaluations are conducted at the end of each year by the Board. In the event of documented deficiencies, actions plans will be put into place to resolve the areas on concern. Four steps generally encompass the procedure. Step 1 Record of Conversation, Step 2 Written Notice, Step Three Final Written Notice, Step Four Termination. After re-evaluation and corrective counseling, MSAS reserves the right to discharge "at-will." Performance Improvement is detailed in the Staff Handbook on pages 27-28.

Section 13: Professional Development

a. Describe the school's professional development expectation and opportunities for administrators and instructional personnel, including the following:

1. MSAS' Professional Development Coordinator is responsible for creating and implementation of PD for instructional personnel.
2. MSAS takes advantage of in-house PD presented by educational professionals in their respective areas of expertise, MCSD provided PD as provided through MYPGS, 3rd party PD training provided by professionals in various fields of education focus. After each PD, administrative walkthroughs and team meetings are used to evaluate the effectiveness of the PD and its implementation. If

effectiveness is an issue, re-training or co-teaching with another teacher who has a successful grasp of the PD concepts will be scheduled.

3. Prior to the year beginning, MSAS has 1-2 weeks of Planning and Development. Topics covered include, Classroom Management, Curriculum Implementation, IEP and Accomodation Implementation, New Curriculum or Program Introductions, Online Learning and Teaching, Safety, Security and Health Training, CPR and Medical, Lesson Planning, and Student Engagement. Content is delivered by the PD Coordinator or a designated expert in the content area. In the event of new Curriculum or Programs, training will be conducted by representatives of the programs when able.
4. MSAS follows the Manatee County School District calendar. PD is conducted during beginning of the year prep 1-2 weeks before students arrive, during bi-weekly staff meetings of 1 hour, During County ½ day PD days, one Record Days as needed, during monthly MTSS/RTI teacher meetings, and occasionally after school hours if needed. Teachers can use their extended planning sessions to collaborate with their teammates on a daily basis. Whole staff PDs are reserved for PD/Record days or occasional after hours Professional Development. 10-12 days of PD are scheduled and available throughout the year. MSAS staff are considered 12mo employees and understand that some training may take place after hours or during school breaks as needed.

Section 14. Student Recruitment and Enrollment

a. Describe the plan for recruiting students that will result in the school meeting its projected enrollment. Include strategies for reaching the school's targeted populations and those that might otherwise not have easy access to information on available educational options including, but not limited to, families in poverty; academically low-achieving students; students with disabilities; and English Language Learners.

Our school recruits students on an on-going basis thru various forms of media, including, but not limited to: school webpage, Facebook, fundraisers, flyers, advertising with Pre-Schools and other Early Learning facilities, and word of mouth. Our best method of recruitment is word of mouth. The numbers of openings in each grade level is written in our parent memo in August and January. We keep our website current to have information about our school to the community and those from out of town that may move to be new residents of our community. Our website also includes the number of available openings per grade level. Former students and their families also refer students to our school. Advertising and promotional info is available in multiple languages.

b. Explain how the school will achieve a racial/ethnic balance reflective of the community it serves or with the racial/ethnic range of other local public schools in accordance with section 1002.33(7)(a).,F.S..

- Our school has a good racial/ethnic balance. We recruit all races, colors and creeds.
- As of the October 2022 FTE Count, approximately 48% of the students at MSAS listed their ethnicity as Black, Hispanic, or Multi-Racial.

c. Describe the school's proposed enrollment policies and procedures, including an explanation of the enrollment timeline, criteria and/or any preferences for enrollment, and lottery process. Provide proposed enrollment application as Attachment S.

- At this time we have an enrollment of 130 students and are staffed for up to 174 students. If our enrollment were to reach 135 students, we would have to hire another teacher or place prospective students in the lottery envelope for when/if an opening became available. Throughout the year if we are at our enrollment limit for the number of teachers on staff and a student leaves our school, a new student will be pulled from the lottery envelope for the same grade level. Students and families have contracts to sign within the Student Handbook (see Appendix B) given out to students at the beginning of each school year.

- If the contract is broken the family is given a conference time to meet with the teacher and the principal. If the student needs to be removed after continued violation of the contract, the student will be remanded to his/her zoned school. In the event the parent wish to argue this decision, our Board of Directors and school attorney will be notified.

Section 15: Parent and Community Involvement

a. Briefly explain the general plan to engage parents in the life of the school (in addition to any proposed governance roles described in previous sections of this application, if applicable) as well as plans for regular communication with parents about school matters. This *could* include building family-school partnerships to strengthen support for learning, volunteer opportunities, or activities the school will seek from, or offer to parents. This *must* include the governing board's appointment of a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes, s. 1002.33(7)(d)1., F.S.

- The school features quarterly Masterpiece Showcase performances at the school in which families and community members are encouraged to attend.
- Throughout the year we provide daily/weekly communication via ClassDojo to communicate information about their students and school.
- At scheduled dates and times, MSAS holds a variety of family events on campus to promote student achievement, parent involvement, and community building. Events include but are not limited to Family Movie Night, Breakfast with Caregivers, Holiday productions, Talent Shows, Trunk or Treat, Title I events, Parent Conferences and more. The MSAS Board appoints a member as Parent Liaison to facilitate parental involvement and provide information and resolve concerns as per 1002.33(7)(d)1.F.S.
- Parents and community people volunteer in our school with required documentation and fingerprints. College students use our classes for observations and class assignments. Politicians visit our school. Business owners are called to donate time, products, and finances. We use community members as examples and resources for jobs our students wish to do in their future. We use professors, scientists and artists throughout Florida as resources this endeavor. We never stop thinking and communicating our needs to parents and community to help us.

b. Discuss any established community resources that will be available to students and parents, if applicable. Describe any partnerships the school will have with community organizations, businesses, or other educational institutions. Specify the nature , purpose, terms and scope of services of any such partnerships including any fee-based or in-kind commitments from community organizations or individuals that will enrish student learning.

- MSAS works with Project Heart and F.E.L.T. to provide food and resources to those parents and students in our community who are in need. These services are provided free of charge to our families.
- MSAS works with the Early Learning Coalition to provide reading materials to students across K-5. These services are provided free of charge to our families.
- MSAS works with the Dept of Health to provide free COVID tests to our families and student to encourage healthy and safe attendance in school.

c. Provide as Attachment T, any existing evidence of demand for the school or support from intended community partners, if available(eg letters of intent/commitment, memoranda or understanding or contracts.

III. BUSINESS PLAN

Section 16. Facilities

<u>If the site is acquired:</u>

a. Describe the proposed facility, including location, size and layout of space.

- The school is located on the former property of the Nicholson Schoolhouse at 3700 32nd Street West in Bradenton, Florida.
- The school has two buildings that house the administration/front office, classrooms, Learning Labs (Arts, Sciences, Technology/Computers), outside stage, and basketball court.

b. Describe the actions that will be taken to ensure the facility is in compliance with applicable laws, regulations and policies and is ready for the school's opening.

- All buildings were zoned, built, and are maintained following all laws and regulations of Manatee County and the State of Florida.

c. Describe how the facility aligns with the proposed educational program and other requirements as mandated class sizes.

- The buildings have a capacity level of 240 students, which exceeds our current class size amendment projections. Each classroom meets requirements for both size and function.

d. Explain the anticipated costs for the facility, including renovation, rent, utilities and maintenance. Identify, if applicable, any funding resources (other than state and local funding) that will be applied to facilities-related costs and include evidence of such as Attachment U..

- All expenses for our school buildings are in our budget. All utilities, maintenance, and repairs and funding sources are in our Board approved budget.

e. Describe the back-up facilities plan.

- If our building was seriously damaged in a storm, our insurance would cover rent in a nearby church.

Section 17. Transportation Service

Describe the school's plan for transportation to ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the school, s. 1002.33(20)c F.S.

- Parents are primarily responsible for transportation of our students. In special circumstances, students may be provided free transportation but it is our hope that most parents will support their children so that the staff will see parents daily. If the Manatee County School Board transportation system is unable to provide bus service to these living beyond the reasonable distance, or a student is unable to ride the bus, MSAS will contract with local taxi or public transportation services to assure that transportation is not a barrier to equal access. Over the last 25 years we have used taxi companies and MCAT transportation for families that have needed it. We have met with MCSB transportation services three times to discuss bussing of our students, and will continue to work with them and other services to ensure transportation is not a barrier to equal access for all students.

  The charter school and the sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the charter school as determined in its charter. (Section 1002.33(20)(c), Florida Statutes

Section 18. Food Service

Describe the school's plan for food services, including any plans for contracting services or plans to participate in the National School Lunch Program. Explain how the school's food service plan will ensure healthy, well-rounded meals for students.

- As a Title I school for the 23-24 school year, all food will be provided by the Manatee County School District for free for all students, for lunch, breakfast, and extended day program snacks.
- We have an industrial refrigerator to hold milk and juice, and containers used to transport the food. We will also purchase an ice machine to use in keeping milk and juice cold during the serving process.
- All food will be delivered and picked up by Ms. Leslie each and every day. She will pick up the next day's breakfast at this time as well. The county will sanitize the containers used to carry food.
- Free and reduced applications will be handed out with all registration packets and provided on our website as well.
- All free and reduced applications will be handled by Manatee County Schools. All free and reduced money will stay with the county and deducted from our total bill.
- Students will eat breakfast at the tables behind the front office.

- Lunch will be served behind the front office. Student lunches are delivered to their tables for each student who requested.
- MSAS staff and students may bring their own lunch, if so desired.

Section 19. School Safety and Security

A. Describe what steps the school would take to assure there is a safe-school officer present while school is in session, pursuant to section 1006.12, F.S.

- The Safe School officer reports to school every day and is on campus during school hours. In the event of sickness or other reason that prevents the officer from being present, MSAS will utilize the Manatee County Sheriff's Dept. to procure a police officer to maintain a presence at school for any days required. In the event that Sheriff's Dept is unable, private Security companies will be contracted.

B. Explain how the school will adopt an active assailant response plan and provide annual training on the plan, as required by section 1006.07(6), F.S.

- MSAS will adopt an active assailant response plan and provide annual training on the plan. MSAS will work in collaboration with the Sheriff's Dept and MCSD to ensure that an actionable and well-constructed plan in put into place and utilized.

C. Explain how the school will establish a threat assessment team as required by section 1006.07(7), F.S.

- The MSAS Threat assessment team is comprised of administration, teachers, social workers, safe school officers and police officers. The TAT will meet at least once a month to review any possible or active threats and develop plans to address them.

D. Explain how the school will accurately and timely report incidents related to school safety and discipline as required by section 1006.07(9), F.S.

- MSAS accurately and withing reasonable time, reports any safety incidents related to school safety to the appropriate authorities.

Section 20. Budget

a. Provide as Attachment X, an operating budget covering each year of the requested charter term that contains revenue projections, expenses and anticipated fund balances. The budget should be based on the projected student enrollment indicated in Section 2 of the application. A template for the operating budget may be available from the sponsor upon request.

- The annual budget for the upcoming school year is produced in the Spring and approved at the May Board of Directors meeting.
- The budget is then updated semiannually after FTE for appropriate counts and revenue expectations. This way adjustments are made as soon as possible to make sure the school's budget is in line with its current needs and resources.

b. Provide a start-up budget that contains a balance sheet, revenue projections, including source of revenues, expenses, and anticipated fund balance. The start-up budget must cover any period prior to the beginning of FTE payments in which the school will expend funds on activities necessary for the successful start-up of the school.

- Not applicable because MSAS has been in operation since July 1997.

c. If the budget is contingent upon sources of funding beyond those typically provided by local, state, and federal governments (such as funding from foundations, donors, grants), provide evidence of such funding (e.g. MOU, letters) as Attachment Z.

- The budget is not contingent upon outside funding sources.

d. Provide a detailed narrative description of the revenue and expenditure assumptions on which the operating and start-up budget are based. The budget narrative should provide sufficient information to fully understand how budgetary figures were determined.

- A start-up budget is not applicable because MSAS' startup was in July 1997.
- The revenue for the annual budget is determined by entering projected student numbers (K-3, K-3 ESE, K-3 ELL, 4-5, 4-5 ESE, and 4-5 ELL projections) into the FLDOE Revenue Estimate Worksheet.
- The expenditures are determined using the prior year's recurring payments, staff salary estimates, curriculum needs estimates, and estimates for various repairs and maintenance projects.
- The annual budgets will always be created to ensure that school expenditures will stay below the expected revenue. If the projected student numbers fall below the estimated count, then the budget expenditures will be adjusted accordingly.

e. Discuss the school's contingency approach and plan to meet financial needs if anticipated revenues are not received or are lower than estimated. This may include budgets for 75 and 50% of revenue projections or a budget for whatever percentage the applicant considers the minimum percentage at which they could operate the educational plan presented.

- The governing Board meets on a monthly basis, and at every Board meeting a current budget is prepared reflecting the budget margins that the school is operating in. In doing this, accurate & on time data is seen and understood if there are any issues that have arisen with regards to the monetary situation.
- At any time the board can vote or elect to modify the budget within certain given guidelines for reallocation of funds to another area. The bottom line of the budget in question cannot be modified.
- After the given budget period is over allocations and readjustments are made based on the environmental factors (both internal and external) to create a better, tighter modification. Currently, there is a separate reserve account established to accommodate for any shortfalls.

f. Explain in detail the year one cash flow contingency plan, in the event that revenue projections are not met (or not met on time.)

- Not applicable, first fiscal year was 1997-1998.

g. Provide monthly cash flow projections for the school's start-up period (i.e. from the date on which the application is approved to the beginning of the first fiscal year of operation) through the first year of operation.

- Not applicable, first fiscal year was 1997-1998.

Section 21. Financial Management and Oversight

a. Describe who will manage the school's finances and how the school will ensure strong controls over financial management and compliance with all financial reporting. The Business and Financial Director works with the rest of the Administrative Team works with the contracted accountant to ensure all resources are properly managed. The governance board reviews any finances, and reports are sent to the MCSB. An annual audit is completed each year for governmental compliance.

- To ensure proper management of said resources protocols and procedures for safe guards are put in place. Currently the only checks onsite are for the Fundraising Account, which has a limited balance available. Bills that must be paid on a regular basis are logged by the school and sent to the accountant for processing, after which the Principal and Registrar review the entries and approve them for payment. If any checks have to be issued from the Fundraising Account, they require 2 signers on the

account. All invoices paid have to be matched up directly with packing slips and or signed off approvals from the principal for purchase. All financial documents are locked up in a fire safe file cabinet with only 1 set of keys behind a closed steel door office that can only be opened by 2 individuals on staff. Any and all financials records are subject to audit review by the board, private accountants or our auditing firm at any given time.

- Additional policies and procedures have been put into place over the course of the previous years and can be found in the attached MSAS Policies and Procedures Manual. ***(See Appendix)***

b. Explain the mechanisms the governing board will use to monitor the school's financial health and compliance.

- **The board strives to have a member well-versed in accounting and business practices in the position of Treasurer. Together, the board, Principal and School Accountant review and go over each month's revenue and expenses as compared to anticipated costs and prior years reports. This review is conducted each month and the reports are available to all board members and are sent directly to MCSD.**

c. Describe the school's plans and procedures for conducting an annual audit of the financial operations of the school.

- The governance board oversees and approves all financial decisions and large expenditures at monthly meetings. An annual audit is done each year by Mauldin & Jenkins, LLC.
- On a monthly basis the board is furnished with a copy of the current budget, projections, prior month's trial balance, prior month's balance sheet, and any other further financial report that they can request at any given time. All financial records are able to be furnished to any of the required oversight individuals.

d. Describe the method by which accounting records will be maintained.

- All accounting records are in a locked filing cabinet in the Financial Administrative Office. Only the Administrator and Director of Finance have a key to the office and the fire proof file cabinet that holds all of the financial records. Once a year the previous year's financial data is boxed up and secured in a fire safe room for protection until the IRS standard retention period expires. At that time, the records are professionally destroyed.

e. Describe how the school will ensure financial transparency to the authorizer and the public, including its plans for public adoption of its budget and public dissemination of its annual audit and financial report.MSAS provides transparent documentation of its budget to Auditors, MCSD and public dissemination of annual audits on its website and available at the front office of the school.

f. Describe any key back-office services to be outsourced via contract, such as business services, payroll and auditing services. Include the anticipated costs of such services and criteria for selecting such services.

- Payroll is processed through ADP, a trusted payroll provider for an annual estimated and budgeted cost of 2,380.00
- Auditing Services are provided by Mauldins and Jenkins, a high recommended and competitive group, at an estimated annual budgeted cost of 30,249.00
- Accounting Services are provided by Cindy Jaskulski, a veteran and highly qualified accountant with an estimated annual budgeted cost of 10,535.00

g. Describe how the school will store financial records.

- Financial records are stores in a locked and fire-proof cabinet. All accounting records are in a locked filing cabinet in the Financial Administrative Office. Only the Administrator and Director of Finance

have a key to the office and the fireproof file cabinet that holds all of the financial records. Once a year the previous year's financial data is boxed up and secured in a fire safe room for protection until the IRS standard retention period expires. At that time, the records are professionally destroyed.

h. Describe the insurance coverage the school will obtain, including applicable health, workers, compensation, general liability, property insurance and directors and officer's liability coverage.

- All school insurance is provided by Boyd Insurance. No minimum coverage is held in any area, and all plans are in excess of minimum coverage to allocate for environmental factors that can occur in the current given year.

Section 22: Start-Up Plan

a. Present a projected timetable for the school's start-up.

Not applicable. School has been operation since 1997.

IV. STATEMENT OF ASSURANCES

Each year the school gets a set of Assurances from the Manatee School Board (MCSB). Our governance board and administration team work to finish these assurances each and every year, and comply with all mandatory statutes.

This form must be signed by a duly authorized representative of the applicant group and submitted with the renewal application/plan for a charter school.

As the authorized representative of the applicant group, I hereby certify that the information submitted in this renewal application/plan for a charter for MSAS is accurate and true to the best of my knowledge and belief; and further, I certify that, if awarded a recharter, the school:

- Will be nonsectarian in its programs, admission policies, employment practices and operations.
- Will enroll any eligible student who submits a timely application, unless the school receives a greater number of applications than there are spaces for students, in which case students will be admitted through a random selection process.
- Will adhere to the antidiscrimination provisions of sections 1000.05, F.S.
- Will adhere to all applicable provision of state and federal law relating the education of students with disabilities, including the Individuals with Disabilities Education Act; section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.
- Will adhere to all applicable provisions of federal law relating to students who are limited English proficient, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974.
- Will participate in the statewide assessment program created under section 1008.22, F.S.
- Will comply with Florida Statues relating to public records and public meetings, including Chapter 119, Florida Statutes, and section 286.011, F.S., which are applicable to applicants even prior to being granted a charter.
- Will obtain and keep current all necessary permits, licenses and certifications related to fire, health and safety within the building and on school property.
- Will provide for an annual financial audit in accordance with section 218.39, F.S.

The governing board, at its discretion, allows Clinton Jones(name), Principal (title) to sign as the legal correspondent for the school.

_____

Signature

Jim Brand (Governing Board President) Clinton Jones(Principal)

Printed Names

Chart of Attachments

Please tab or separate attachments as noted below

A. Evidence of teacher and parental support for conversion, if applicable.
B. Sample daily school schedule and annual school calendar
C. Sample curriculum scope and sequence
D. Reading curriculum
E. Pupil Progression plan, if applicable
F. Assessment Schedule
G. Proposed discipline policy or student code of conduct, if applicable
H. Articles of incorporation
I. 501(c)(3) tax-exempt status determination letter (or copy of the filing form)
J. Governing board by-laws
K. Governing board code of ethics and conflict of interest policy
L. For each board member, a Board Member Information Sheet, resume, and Statement of Assurances (templates provided)
M. Organization charts that show the school governance, management, and staffing structure in 1) the pre-operational year; 2) the first year of operation; 3) at the end of the charter term; and 4) when the school reaches full capacity, if in a year beyond the first charter term
N. Job description for the school leader and, if this person is already identified, his or her resume
O. If the school leader is not yet identified, the qualifications the school will look for in a school leader
P. Job description(s) and qualification requirements for each administrative or leadership position other than the school leader
Q. Job description(s) and qualification requirements for the school's teachers
R. Personnel policies, if developed
S. Student enrollment application
T. Evidence of demand for the school (e.g. petitions or intent to apply forms) or support from intended community partners (e.g. letters of intent/commitment, memoranda of understanding, or contracts), if applicable
U. Evidence of facility funding sources, if applicable
V. Draft rental agreement or lease for facility, if applicable
W. Florida Charter School Revenue Estimating Worksheet
X. Proposed Operating Budget
Y. Proposed Startup Budget
Z. Evidence of external funding (e.g. foundations, donors, grants), if applicable.

Addendum (as applicable)

AA. Commissioner's letter(s) of verification of high-performing status
BB. ESP's organization chart
CC. ESP's organization chart after any anticipated growth
DD. Applicant history worksheet (*Form IEPC-M1A,* found at: http://www.fldoe.org/schools/school-choice/charter-schools/charter-school-reference*)*
EE. Draft contract between school and ESP
FF. Applicant may attach up to an additional ten pages of supplemental material.

IV. ATTACHMENT TEMPLATES

IV. Statement of Assurances

This form must be signed by a duly authorized representative of the applicant group and submitted with the application for a charter school.

As the authorized representative of the applicant group, I hereby certify that the information submitted in this application for a charter for _____ is accurate and true to the best of my knowledge and belief; and further, I certify that, if awarded a charter, the school:

- Will be nonsectarian in its programs, admission policies, employment practices and operations.
- Will enroll any eligible student who submits a timely application, unless the school receives a greater number of applications than there are spaces for students, in which case students will be admitted through a random selection process.
- Will adhere to the antidiscrimination provisions of section 1000.05, F.S.
- Will adhere to all applicable provision of state and federal law relating to the education of students with disabilities, including the Individuals with Disabilities Education Act; section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.
- Will adhere to all applicable provisions of federal law relating to students who are limited English proficient, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974.
- Will participate in the statewide assessment program created under section 1008.22, F.S.
- Will comply with Florida statutes relating to public records and public meetings, including Chapter 119, Florida Statutes, and section 286.011, F.S., which are applicable to applicants even prior to being granted a charter.
- Will obtain and keep current all necessary permits, licenses, and certifications related to fire, health, and safety within the building and on school property.
- Will provide for an annual financial audit in accordance with section 218.39, F.S.

The governing board, at its discretion, allows _____ (name), _____(title) to sign as the legal correspondent for the school.

_____ _____

Signature *Date*

_____

Printed Name

IV. Board Member Information Form

This form must be signed by a duly authorized representative of the applicant group and submitted with the application for a charter school.

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter. The purposes of this questionnaire are: to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

Each board member should complete this form individually, print and sign. Along with the completed, signed form, each board member should provide a resume, and a signed copy of the Statement of Assurances.

Where narrative responses are required, brief responses are sufficient. You may delete these instructions.

Background and Contact Information

1. Name of charter school on whose Board of Directors you intend to serve _____

2. Full name _____
   Home Address _____
   Business Name and Address _____
   Phone Number _____
   E-mail address _____

☐ Resume and professional bio are attached here.

☐ Resume and professional bio are attached elsewhere in the application (specify). _____

3. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation. If yes, explain.
   ☐ Yes ☐ No

4. Indicate whether you currently or have previously served as the leader or on the leadership team of ANY school, regardless of type (charter/traditional/private, etc.). If you served at a charter school, include performance data on form IEPC-MI1. If you served in a position of leadership at a non-charter school, provide any relevant data related to academic performance of the school(s).

☐ Yes ☐ No

5. Why do you wish to serve on the board of the proposed charter school?

6. What is your understanding of the appropriate role of a public charter school board member?

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

8. Describe the specific knowledge and experience that you would bring to the board.

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?

2. What is your understanding of the school's proposed educational program?

3. What do you believe to be the characteristics of a successful school?

4. As a board member, how will you monitor progress toward annual academic and financial/operational goals and objectives?

5. What do you see as your role regarding the school leaders?

Governance

1. Describe the role that the board will play in the school's operation.

2. How will you know if the school is successful at the end of the first year of operation?

3. How will you know at the end of four years of the school is successful?

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?

6. If your school intends to contract with a third-party ESP:
   a. Summarize your involvement in the selection process;
   b. Explain your understanding of the legal relationship between yourself as a board member and the ESP; and
   c. Indicate whether you have been involved in the review/negotiation of the management agreement.

Disclosure

1. Indicate whether you or your spouse is an employee of a charter management organization.

   ☐ Yes ☐ Yes

If yes, please indicate when you (or your spouse) will end the relationship that poses this prohibited conflict.

Attestation

By signing this form, I hereby attest that I have read and understand the following provisions of Florida law relating to standards of conduct and financial disclosure and the restriction on the employment of relatives.

Standards of Conduct and Financial Disclosure (Section 1002.33(26), Florida Statutes)

(a) A member of a governing board of a charter school, including a charter school operated by a private entity, is subject to ss. 112.313(2), (3), (7), and (12) and 112.3143(3).

(b) A member of a governing board of a charter school operated by a municipality or other public entity is subject to s. 112.3145, which relates to the disclosure of financial interests.

(c) An employee of the charter school, or his or her spouse, or an employee of a charter management organization, or his or her spouse, may not be a member of the governing board of the charter school.

Restriction on Employment of Relatives (Section 1002.33(24), Florida Statutes)

(a) This subsection applies to charter school personnel in a charter school operated by a private entity. As used in this subsection, the term:

1. "Charter school personnel" means a charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decisionmaking authority and in whom is vested the authority, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.

2. "Relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

(b) Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member.

(c) The approval of budgets does not constitute "jurisdiction or control" for the purposes of this subsection.

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and that my service on the charter school governing board does not pose a prohibited conflict of interest. I certify that if the proposed

charter school is approved, I hereby agree to notify the chair of the board at the charter school at which I will serve of any change that may create a conflict of interest, and if the change results in a prohibited conflict of interest I will resign from the Board. I have attached all required documents.

Name: _____

_____ _____

Signature *Date*

AGENDA ITEM NO. 19.7

School Board of Manatee County
February 28, 2023 - Regular Board Meeting
Action Item

Title
Approval to Notify Manatee School for the Arts of Intent to Enter Contract Renewal Discussions for the 2023-2038 School Years

Executive Summary
Florida Statutes 1002.33 (7) 9 (b) provides that a charter may be renewed provided that a program review demonstrates that the criteria set forth in statue have been successfully accomplished and that none of the grounds for non-renewal has been documented. Manatee School for the Arts has been in operation in Manatee County since the 1998 school year, serving students in grades 6-12 with approximately 1896 students. The current contract for Manatee School for the Arts expires on June 30, 2023. The Charter Review Team conducted a review as required by statute. The Review Process includes a Renewal Application submitted by Manatee School for the Arts, documentation review, and on-site visit. Per statute, before a vote on any proposed action to renew or not renew the charter and at least 90 days before the end of the school year, the sponsor shall notify the governing board of the school in writing of the proposed action to renew. Manatee School for the Arts is recommended for a 15-year renewal as per statute based on consistent academic data and financial performance, 1002.33 (8)(a) (9)(n).

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

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

Recommendation
The Superintendent recommends approval to notify Manatee School for the Arts of intent to enter contract renewal discussions for the 2023-2038 School Years.

Financial Impact
The District will receive an administrative fee of five percent (5%) of the FTE on the first two hundred-fifty (250) students attending the charter school. The administrative fee provides charter management services, procession of teacher certification data, and information services including access to student information systems. Manatee School for the Arts will receive any remaining FTE and other appropriate funds for the 6-12 program.

Contact
Submitting Department: District Support
Initiated by: Dr. Valerie Hyer

Attachments:
MSA Charter Renewal Application FINAL 2022-2023
2104 MSA Renewal Package 1.2023



CHARTER RENEWAL APPLICATION

Established 1998

Clean Copy

TABLE OF CONTENTS

I. Educational Plan	**3**
Section 1. Mission Guiding Principles and Purpose	**3**
Section 2. Target Population and Student Body	**6**
Section 3. Educational Program Design	**8**
Section 4. Curriculum and Instructional Design	**11**
Section 5. Student Performance	**19**
Section 6. Exceptional Students	**24**
Section 7. English Language Learners	**30**
Section 8. School Culture and Discipline	**33**
Section 9. Supplemental Programming	**34**
II. Organizational Plan	**35**
Section 10. Governance	**35**
Section 11. Management and Staffing	**40**
Section 12. Human Resources and Employment	**42**
Section 13. Professional Development	**45**
Section 14. Student Recruitment and Enrollment	**47**
Section 15. Parent and Community Involvement	**49**
III. Business Plan	**50**
Section 16. Facilities	**50**
Section 17. Transportation Service	**51**
Section 18. Food Service	**52**
Section 19. School Safety and Security	**53**
Section 20. Budget	**55**
Section 21. Financial Management and Oversight	**57**

I. EDUCATIONAL PLAN

Section 1: Mission, Guiding Principles and Purpose

A. Provide the mission and vision statements for the proposed charter school. The mission is a statement of the fundamental purpose of the school, describing why it exists. The vision statement outlines how the school will operate and what it will achieve in the long term. The mission and vision statement provide the foundation for the entire proposal, and taken together, should illustrate what success looks like.

Mission
The Mission of the Manatee School For the Arts (MSA) is to provide an educational environment that will allow the most students to succeed and grow academically by acknowledging and accommodating different learning styles and multiple intelligences. We believe that is best achieved by a curriculum that infuses and integrates the visual and performing arts into the core academic curriculum and offers a broad range of visual and performing arts as electives.

The vision for Manatee School For the Arts (MSA) is to accelerate and enrich our students to achieve a high level of success as they exhibit academic excellence through artistic expression. This integration of academics and the Arts students will provide all students to find their voice as they are challenged with a rigorous curriculum. Manatee School of the Arts core beliefs:

- We believe all students will benefit from an arts-infused curriculum that is integrative, creative, and exploratory.
- We are committed to using varied teaching and learning approaches to foster imagination, creativity, and to develop needed life-skills.
- We foster a positive school climate with educators committed to all students, families, community partnerships, and an adult advocate for every student.
- We challenge our students with an academic program rich with technological learning opportunities.
- We nurture the emotional, physical, and intellectual well-being of each student in preparation for a lifetime of learning.

The Legislation authorizing the creation of charter schools in the State of Florida identified eight parts of the purpose for charter schools. Manatee School For the Arts is established to serve all eight parts.

1. **"Improve student learning."** The arts-based curriculum is not a new or original idea. It has been used by numerous schools throughout the US for many years. Philosophy and learning theory are important, but it is the apparent success of these schools that has encouraged us to create MSA. In our proposal, we have identified specific outcomes for increased standardized test scores as well as standards for reading and attendance.
2. **"Increase learning opportunities for all students, with special emphasis on expanded learning experiences for students who are identified as academically low achieving."** MSA is open to all students in Manatee County. The recognition of differences in learning styles and multiple intelligences as an institutional imperative will serve all learners well. We expect to serve the low achieving student by expanding pathways to learning and by offering programs that will

engage students in personally meaningful activities and create new opportunities for success. That paradigm will work for all other levels of achievers as well.

3. **"Encourage the use of different and innovative learning methods."** MSA not only encourages the use of different and innovative learning methods but has mandated the incorporation of various methods into the learning environment. Teachers will be trained to understand the differences in learning styles and how to use those differences to help students be more effective learners. We use the Myers-Briggs Personality Type Indicator to help teachers and students understand each other and themselves. Multiple intelligences will be recognized and used to create enhanced pathways to learning.
4. **"Increase choice of learning opportunities for students."** MSA ~~will be~~ is open to all students in Manatee County. There is not such 'studio-based' ~~a~~ program currently available to students in Manatee County.
5. **"Establish a new form of accountability for schools."** MSA expects students to perform at high levels of achievement. For many students that will require significant increases in performance. MSA has identified those increases in the proposal. The Sponsor will monitor reports of performance to ensure that those goals are met.
6. **"Require the measurement of learning outcomes and create innovative measurement tools."** MSA has identified outcomes and a system for measurement. Additionally, a general plan to create a new system to measure the use and application of multiple intelligences has been developed.
7. **"Make the school the unit for improvement."** The program at MSA is an institutional effort that includes all programs, courses, and personnel.
8. **"Create new professional opportunities for teachers, including the opportunity to own the learning program at the school site."** MSA has established the mission, philosophy, foundation, and guidelines for the educational program. However, development, implementation and refinement of the program will be done by the faculty working with administration, district staff and consultants.

We believe that the individuals who will have the greatest impact and who will compete most favorably in the future-will be those who are creative and imaginative and have the confidence and interpersonal skills to use that technology to bring about positive change in a technologically dominated society. Probably no other curriculum fosters imagination and creativity and develops needed life skills better than an arts-based curriculum. All students will benefit from the infusion and integration of arts into the curriculum while some will see the arts as a career path. It is clear that Manatee School For the Arts is designed to serve both these purposes since its inception, 25 years ago.

B. Provide the page number(s) of the material within this application that describes how the proposed school will utilize the guiding principles found in section 1002.33(2)(a), F.S.
In accordance with the law, charter schools shall be guided by the following principles:
   - *Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state's public school system.* PAGE(S) _____
   - *Promote enhanced academic success and financial efficiency by aligning responsibility and accountability.* PAGE(S) _____
   - *Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school.* PAGE(S) _____

C. Provide the page number(s) of the material within this application that describes how the proposed school will meet the prescribed purposes for charter schools found in section 1002.33(2)(b), F.S.

In accordance with the law, charter schools shall fulfill the following purposes:

- *Improve student learning and academic achievement.* PAGE(S) _____
- *Increase learning opportunities for all students, with a special emphasis on low-performing students and reading.* PAGE(S) _____
- *Encourage the use of innovative learning methods.* PAGE(S) _____
- *Require the measurement of learning outcomes.* PAGE(S)_____

D. Provide the page number(s) of the material within this application that describes how the proposed charter school will fulfill the optional purposes of charter schools found in section 1002.33(2)(c), F.S. If one or more of the optional purposes does not apply to the proposed school, please note "N/A". **This section is optional.**

In accordance with the law, charter schools may fulfill the following purposes:

- *Create innovative measurement tools.* PAGES(S) _____
- *Provide rigorous competition within the public school district to stimulate continual improvement in all public schools.* PAGE(S) _____
- *Expand the capacity of the public school system.* PAGE(S) _____
- *Mitigate the educational impact created by the development of new residential dwelling units.* PAGE(S) _____
- *Create new professional opportunities for teachers, including ownership of the learning program at the school site.* PAGE (S)_____

Section 2: Target Population and Student Body

A. Describe the anticipated student population to be served and how that aligns with the school's mission. Applicants should state if they will give enrollment preference or limit the enrollment process, as allowed by law, to certain student populations defined in section 1002.33(10)(d) & (e), F.S.[1] If the applicant intends to have enrollment preferences, they should be described in Section 14 of the application.

This year Manatee School For the Arts can serve up to 2500 sixth through twelfth grade students, ages 10 through 21, throughout Manatee County and surrounding areas. MSA's geographical location will make it readily accessible to a broad range of socio-economic, racial, and ethnic groups. MSA is committed to serving those populations. Our students will often have a strong desire to experience the broad array of the Arts and be part of a strong community of learners.

The enrollment process followed is within the legal parameters of Florida Charter School statutes. Enrollment time frames will follow those set forth in late Fall enrollment windows already in place. Furthermore, MSA follows the state enrollment statute which states:

"The charter school shall enroll an eligible student who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In such case, all applicants shall have an equal chance of being admitted through a random selection process" 1002.33 (10) (b), F.S.

Manatee School For the Arts serves all of Manatee County and three surrounding counties.

B. If a facility has not been identified in Section 16 of this application, state the geographic area which the applicant intends to serve.

Not Applicable - Manatee School For the Arts • (1998 – 2022) • 25 Years of Serving the Community

C. Provide enrollment projections in the table below for each year of proposed operation. These projections are not enrollment caps. Annual capacity determinations will be made by the governing board in conjunction with the sponsor per section 1002.33(10), F.S.

Grade Level	Number of Students				
	Year 25	Year 26	Year 27	Year 28	Year 29
6	300	350	400	425	450
7	362	375	400	425	450
8	291	375	400	425	425
9	301	325	375	400	412
10	295	290	290	290	290
11	234	250	250	250	250
12	188	225	250	250	250
TOTAL	1971	2190	2365	2465	2527

D. Provide a brief explanation of how the enrollment projections were developed.

Manatee School For the Arts has successfully served the students and families within our region since the fall of 1998. These enrollment projections were developed based on current enrollment, student population growth statistics, and actual/intended marketing efforts.

E. Briefly explain the rationale for the number of students and grade levels served in year one and the basis for the growth plan in subsequent years as illustrated in the table above.

Manatee School For the Arts has successfully served the students and families within our region since the fall of 1998. The number of students for our projected enrollment was based on current enrollment, the continued draw of our unique program, and the unprecedented growth in northern Manatee County creating a demand for high quality education.

Section 3: Educational Program Design

A. Describe the proposed charter school's educational program.

"The mission of Manatee School For the Arts is to provide an educational environment that will allow the most students to succeed and grow academically by acknowledging and accommodating different learning styles and multiple intelligences. We believe that is best achieved by a curriculum that infuses and integrates the visual and performing arts into the core academic curriculum and offers a broad range of visual and performing arts electives." (MSA Mission Statement)

Not all students learn the same way and MI Theory identifies eight specific pathways of learning and ways to differentiate teaching and learning, which include linguistic, logical-mathematical, spatial, musical, intrapersonal, interpersonal, bodily-kinesthetic, and naturalist intelligence. People possess all of the intelligences but to varying degrees.

MSA makes the Multiple Intelligences accessible to students and teachers through arts-integration. The arts provide opportunities for students to think in creative and divergent ways. The arts also naturally open up those eight specific pathways of learning. The arts become the function of MI Theory and how you activate those pathways of learning.

According to Harvard University's Project Zero, "artful thinking helps teachers use works of visual art and music in ways that strengthen student thinking and learning in the arts and beyond… teachers create connections between works of art and the curriculum, and to help teachers use art as a force for developing students' thinking dispositions."

Starting in 6th grade, students have the opportunity to experience all of the core art programs, which include music, theatre, dance, visual art and digital art. With a foundation into the various art programs, students can then decide the programs they would like to pursue and develop. Students may also choose more than one art program, depending on their interests. MSA is a school where we provide choices and opportunities for students so that they can explore and discover those talents. Our extensive and quality art programs go beyond art specials, and we strive to provide highly quality arts programs at all levels, depending on the needs of students.

Our academic program also provides many choices for students. MSA provides support for students at all levels, which include remedial and advanced academic programs. The academic classes also use the arts as a tool to help students learn and master the content/standards. Students are provided with opportunities to demonstrate learning of the content through the arts.

Whether students pursue careers in the arts or not, MSA uses the arts to teach students how to think and it is through these skills and learning processes that will prepare students for all walks of life, whether students pursue law, medicine, business, or Broadway. In a world that continues to cut the arts, MSA continues to expand these opportunities because we understand the value of an arts-integrated education in helping students to be creative thinkers and problem-solvers. Research has proven time and time again that the arts make a difference in academic performance.

Furthermore, Manatee School for the Arts has over two decades of expertise in the Arts and has been recognized nationwide for its excellence in the Arts. They have 'lived the arts' and have seen the research take hold and can affirm the following:

1. That dramatic experiences build stronger verbal skills, regardless of language ability and "build strong and more direct pathways from the decontextualized language on the page to comprehend what the words mean" (Greenfader & Brouillette, 2013).
2. The use of listening coupled with body movements helps students experience the story's meaning even if they don't initially comprehend the entire text (Mages, 2006).
3. That "the arts can expand opportunities for verbal interaction by promoting interactive and engaging learning environments, which allow English Language Learners to feel comfortable practicing oral language skills" (Castro et al. 2011).

The National Art Education Association (NAEA) cite the work of Eisner (2002) that notes the benefits of visual arts in engaging learners in cognitive experiences that "foster recognition, perception, sensitivity, and imagination." According to Harvard University's Project Zero (2006), "artful thinking helps teachers use works of visual art and music in ways that strengthen student thinking and learning in the arts and beyond." Arts-infusion allows for the metacognitive challenge and rigor in learning while harnessing the expressive potential of the multiple intelligences.

B. Describe the basic learning environment (e.g., classroom-based, independent study, blended learning), including rationale for class size and structure and how the learning environment supports and is consistent with the mission.

MSA's core learning environment reflects the mission of accommodating different learning styles and multiple intelligences. We believe that is best achieved by a curriculum that infuses and integrates the visual and performing arts into the core academic curriculum and offers a broad range of visual and performing arts electives. For twenty-five year's MSA's classroom has echoed with dances, artwork, and improv to portray the standards learned in the classroom. This is only further augmented by MSA's track record of digital design using computers, ballroom and modern dance, and theatrical design work which has inspired students with hands-on, brain-engaged learning.

C. Describe the research base used to design the educational program.

Cited in 3a.

D. Provide a sample daily schedule and school annual calendar, including the annual number of days and hours of instructional time as Attachment B. (Note: if approved, the Governing Board will formally adopt an annual calendar)

Manatee School For the Arts will be following the Manatee County School District calendar for the 2022-2023 school year for days in and days off. We do not follow the county's early out schedule.

Below is our Daily Schedule.

Period	Times	Day	High School	Middle School
1	8:10 - 9:40	A-Day	A-Day	
2	9:45 - 11:45		A-Day	A-Day
3	11:50 - 1:20		A-Day	A-Day
4	1:25 - 2:55		A-Day	A-Day
5	3:00 - 4:35			A-Day
6	8:10 - 9:40	B-Day	B-Day	
7	9:45 - 11:45		B-Day	B-Day
8	11:50 - 1:20		B-Day	B-Day
9	1:25 - 2:55		B-Day	B-Day
10	3:00 - 4:35			B-Day

E. Explain how the services the school will provide to the target population support attainment of the state-adopted standards, as required by section 1002.33, F.S.

Manatee School for the Arts has expressly provided instructional services for our target population to meet the state-adopted curriculum standards for 25 years. To this end, the Benchmarks for Excellent Student Thinking (BEST) Standards are currently being reflected in MSA's curriculum maps and they underpin the instruction throughout our core classrooms.

Furthermore, since 1998, Manatee School For the Arts has consistently outperformed the traditional public schools within Manatee County. MSA's purposeful use of the Arts as a vehicle for acquisition of the state-adopted standards has been reflected in the performance data over the past 25 years. Breathing life to the idea that the Arts are more than an added benefit to any educational context. The Arts are foundational literacies that engage participants in the process of observing, connecting, finding solutions, making meaning, and communicating (Project Zero, 2006; Kennedy Arts Center, 2015). Additionally, research in drama and theater-based practices approximate that student have six (6) times as many opportunities to speak more than one sentence within one lesson as they might in their regular English and Social Studies classrooms (Heath, 1998).

Section 4: Curriculum and Instructional Design

A. Describe the school's curriculum in the core academic areas, illustrating how it will prepare students to achieve Florida standards. Describe the primary instructional strategies that the school will expect teachers to use and why they are appropriate for the anticipated student population. Describe the methods and systems teachers will have for providing differentiated instruction to meet the needs of all students, including how students who enter the school below grade level will be engaged in and benefit from the curriculum and the formalized multi-tiered level of supports that will be provided to students who are performing below grade level.

Manatee School For the Arts curriculum is ~~also~~ designed to allow transitions from and to other institutions within and outside the District. Core subjects ~~will include~~ Language Arts, Mathematics, Science, Social Studies, and The Arts. In addition, our core art subjects include Instrumental Music, Vocal Music, Dance, Theater, Visual Art, Spanish, Computer Science, and Advanced Academics (subject to enrollment of qualified students).

The 2022-23 school year is the anticipated year for full implementation of the Benchmarks for Excellent Student Thinking (BEST) Standards for both ELA and Math. The BEST Standards are reflected in the MSA curriculum maps. Curriculum maps are defined as documents that outline an entire unit to be implemented across 4-6 weeks, with approximately 6 units per grade level. Each curriculum map aligns with specific strands from the new BEST standards, formative and summative assessments, and expressive arts-infused projects or presentations. These documents will provide a structure across classrooms to create a common language and common expectations while leaving intact teacher autonomy. These will also guide our collaborative efforts when planning out daily lessons and learning tasks. The scope and sequence of all content areas will reflect state standards and will outline a year's worth of learning.

MSA ensures that each student has access to our curriculum as reflected in the work of Marzano (2003) who states that the key factor of developing a "guaranteed, viable curriculum" is to "ensure that all students have an equal opportunity to learn," and that each student has "access to the same content standards, base knowledge, and skills & strategies in each grade level or class." Furthermore, as we implement the B.E.S.T. standards we have built our curriculum maps to reflect the key strands for English Language Arts to include Foundations, Reading, Communication, and Vocabulary. To help gird this work we are securing the texts aligned to the new standards so that our instruction is aligned to the outcome assessment. This is in addition to our progression of writing instruction to support argumentative and expository genres.

Additionally, MSA teachers have identified major themes which will allow each core discipline to develop activities to engage each of the seven intelligences alluded to in the core philosophy. This is the essence of integration. These units ~~will be~~ are coordinated over a defined period of time. Students ~~will~~ use multiple intelligences across a broad range of subjects to demonstrate competencies related to that theme. There are also blocks of time during which discipline specific material may be presented. There are various levels of competencies among grade levels in the various performing arts. These classes ~~may~~ require scheduling on a mixed grades basis.

Manatee School For the Arts has identified primary instructional strategies to ensure students attain the standards for our student population. Our primary evidence-based instructional strategies are aligned with Hattie's (2019) effect sizes. Teachers are trained in clear, explicit instruction to provide effective lessons focused on learning outcomes. School-wide instructional expectations that support the mission of educating students towards an Arts-infused integrated curriculum include but limited to:

1. **Arts Infusion:** the dynamic, expressive power of the arts domains will be integrated within each core class and be fully expressed in the Arts Core classes. These include Instrumental Music, Vocal Music, Dance, Theater, Visual Art, Spanish, Computer Science, and Advanced Academics and will celebrate a student's multiple intelligences (Project Zero, 2006; Gardner, 2011).
2. **Student/Teacher Relationships:** development of purposeful and authentic relationships to ensure students are connected to the teacher and the learning environment. [Effect size of .55 Hattie, 2019]
3. **Cooperative Learning:** structures that develop social skills, increase academic achievement, and enhance engagement as it provides the impetus for language development for all students (Kagan, 2015). [Effect size of .52 Hattie, 2019]
4. **Student Goal Setting:** weekly reflection within a data notebook will propel student ownership of learning and achievement.
5. **Structured Review:** the purposeful intensive review of vocabulary, concepts, and content which occurs across the year to reconstruct the progressive 'arc of learning' which lay the foundation for long term recall (Hattie, 2019). [Effect size of .60 Hattie, 2019]
6. **Activate background knowledge and scaffold new content:** relating new content and skills to student schema is critical for knowledge acquisition. [Effect size of .930 Hattie, 2019

These research-based primary instructional strategies will effectively deliver the curriculum to our student population and support the engagement of the learning.

Manatee School For the Arts proactively addresses students who require differentiated instruction to meet their needs. MSA utilizes a Multi-Tiered System of Support (MTSS) process for academic and behavior which follows all state requirements to address those students not meeting the standards.

In overview, the MTSS process dictates MSA's intervention approach for all students working below grade level. MTSS tiered levels of support are outlined below and increase with time and intensity driven by data and student rate of progress.

1. **Tier I** - Core high-quality instruction for all students, outlined above.
2. **Tier II** - Supplemental support given through reading and math intervention venues. In addition to Tier 1 instructional interventions which will be taught by a certified teacher. If the academic need is reading, a reading certified teacher will provide the intervention.
3. **Tier III** - Intensive intervention is given through smaller group (2-3 students) or individual one-on-one sessions - in addition to Tier 1 & 2 instructional interventions which will be taught by a certified teacher. If the academic need is Reading, a reading certified teacher will provide the intervention.

Students who are below grade level require increased instructional minutes and intensity of instruction. As noted above, "Tiers 2 and 3 are differentiated by the intensity of the intervention. An increase in the

number of minutes of exposure to quality instruction/intervention and/or the narrowing of the focus of instruction would be defined as "more intensive instruction." Tiers 2 and 3 interventions can be provided in the general education classroom by the general education teacher, in the general education classroom by a supplemental instruction teacher (such as an ESOL teacher, reading interventionist, ESE teacher, etc.) or outside of the general education classroom. Tier 3 instruction is characterized by the greatest number of minutes of instruction available in a building and the narrowest focus of that instruction. Tier 3 instruction is provided to individual students or to very small groups. Approximately 20% of the student population typically requires Tier 2 intervention and 5% or less requires Tier 3 intervention." (Manatee School For The Arts, MTSS Guide, 2022)

Our MTSS process will follow state guidelines when addressing the needs of our at-risk students or those who are not making academic progress.

B.

- If the curriculum is fully developed, summarize curricular choices (e.g. textbooks) by core subject and the rationale for each. Include as Attachment C, a sample course scope and sequence[2] for each core subject for each division (elementary, middle, and high school) the school would serve.

MSA's curriculum choices have been effectively educating students with proficiency rate equal to or greater than the district average for equivalent student demographics. Over the past 25 years, the curriculum has been reviewed and refined by all content area teachers. This development is reflected in our current curriculum maps. Content area teachers are reviewing these maps to ensure the effective implementation of BEST standards. Sample course scope and sequence documents will be provided during the instructional review.

- If the curriculum is not yet fully developed, describe any curricular choices made to date and proposed curricular choices (e.g. textbooks, etc.) and explain the plan for how the curriculum will be completed between approval of the application and the opening of the school. This should include a timeline, milestones, and individuals responsible for included tasks. Also, describe the focus of the curriculum plan and explain how the curriculum will be implemented. Include what core subject areas will be offered and provide evidence on how the curriculum will be aligned to Florida standards.

Not Applicable - Manatee School For the Arts • (1998 – 2022) • 25 Years of Serving the Community

- Provide evidence that reading is a primary focus of the school and that there is a research-based curriculum and set of strategies for students who are reading at grade level or higher and, independently, a curriculum and strategy for students reading below grade level. Include the school's reading curriculum as Attachment D.

Excerpt from Manatee School For the Arts Reading Remediation Plan submitted on 8/1/22 via Charters link.

Our core literacy program is based on a multifaceted approach which focuses on the experience and authenticity of the reader's process. Each child's process unfolds through responsive teaching that is

targeted and explicit. Confident readers and writers are provided with several instructional venues that offer ability and grade level text throughout literacy and content area courses. Consistent and predictable routines provide the infrastructure for the three main learning venues: whole group, small group, and one-to-one conferences to differentiate instruction. Metacognitive awareness provides the reader and writer a deeper level of understanding of how they learn and how to self-regulate around the main areas of reading (Oral Language, Phonics, Phonemic Awareness, Fluency, Comprehension, Vocabulary, and Reading Engagement) to support student efficacy.

Lesson plans are reviewed on a regular basis for instructional flow, pacing of standards and the teaching of specific reading skills and strategies. Academic department chairs will review and monitor lesson plans to ensure that BEST state standards and reading skills/strategies are taught and reinforced routinely throughout all academic areas. PlanbookEdu will be our lesson planning tool that will support our lesson plan criteria, which include:

- State Standards
- Objectives: Content and Language (article)
- Process/Procedures/ Structure of Lesson
- Arts Integration/MI • Materials/Resources
- Assessments - Formative/Summative
- Accommodations for 504/IEP/ESE/ELL/Gifted

In order to support the development of highly effective teachers of reading, MSA will look to provide high evidence-based reading materials and programs. Support for these materials will parallel quality professional development through book studies, attendance to local, state/national conferences, and ongoing self-selected communities of practice. Other professional conversations may include, but are not limited to, department and grade level meetings, one-on-one coaching sessions, and collaborative mini-inquiries on a specific teaching concept or topic.

Pacing guides will outline the standards by quarter, so students are readily prepared to take the FAST state assessment(s). Quarterly curriculum maps will outline state standards to be taught by unit or theme, respectfully. Teachers will incorporate test taking strategies to also help students prepare for the FAST state assessment(s).

The Administrative Team will ensure that time is allotted for analysis of literacy-based assessment data, collaborative planning, and support for focused discussions driven by leading data or academic need. There will also be continued support for evidenced-based reading materials, resources, and appropriate technology tools that impact student achievement, which may include reading programs, digital readers, and speech-to-text equipment, in order to support readers at all achievement levels.

Teachers will provide authentic, engaging, and appropriate reading experiences for students based on the Florida BEST Standards for reading and math and all state adopted content area standards.

All ELA and Reading classes will provide time for Independent Reading which is carefully monitored by the teacher. While students are reading independently, teachers will engage in in small group guided instruction or one-to-one conference sessions. It is important for teachers to guide students in the selection of books at their appropriate reading (Lexile) level. Reading accountability examples include written

responses to reading, reading logs, graphic organizers, reading critiques and reviews. This can also be monitored and assessed through our reading intervention program, Reading Plus.

Teachers will use quality core mentor texts while incorporating nonfiction and informational to achieve genre balance as reflected in the FAST English Language Arts: Test Design Summary and Blueprint.

Teachers will utilize purposeful read aloud to model the support the teaching of metacognitive strategies. Other instructional venues like shared and guided reading will be used to deepen comprehension and increase oral reading fluency. Close reading will also be a used to intentionally scaffold reading skills, strategies, and habits that help students become independent self-regulated learners. Writing is to be incorporated in ELA/Reading lessons by all content area classes in order to teach students how to process content information.

Instructional time should be maximized around solid structures and predictive routines which may include engaging experiences or hooks, direct, explicit teaching strategies, student collaboration, independent practice, peer to peer support, and student reflection, all around authentic reading processes.

Teachers will incorporate the Multiple Intelligences in order to differentiate their lessons based on a students' learning preference. This helps students to learn, think, create, write (creative writing), present, and perform (dramatic reading) content in a variety of ways. This instructional method also provides choice and opportunities for students to make connections and think creatively.

Reading teachers will partner and collaborate with ELA, Social Studies, and Science teachers in order to create consistency and to help support a Culture of Literacy.

Teachers will have access to FSA/FAST state assessment data and school-based formative and summative assessments to set instructional goals and guide instruction. The Reading coach/Department chair will plan out and oversee the administration of common assessments across grade levels in order to ensure that state standards are being taught and assessed. Assessment options include, but will not be limited to:

- Classroom assessments (formative, summative, pre- and post-tests)
- DRA assessment two times per year (for Middle School), John's Basic Reading Inventory (for High School).
- Regular anecdotal notes from weekly check-ins.
- Data chats regarding student progress at least twice a month (more frequent with Tier 2 & 3 students).
- FAST progress monitoring three (3) times a year as part of the FLDOE state accountability program.

Students in need of intensive reading support will be identified from their FSA/FAST proficiency level (Levels 1 and 2) assessment data. Below are the assessment and progress monitoring supports.

- Will be placed in an Intensive Reading course taught by a certified Reading teacher.
- Oral Reading Fluency checks: Two (2) – four (4) times per year.
- Reading Plus placement and/or benchmark assessment(s) will be given throughout the year to identify areas of need and update Lexile levels for accurate progress monitoring.

- Students whose proficiency trajectory is not aligned towards grade level performance will be recommended for the MTSS process for deeper review.

The Administrative Team will look to the MTSS Support Team to assess the needs of students who require supplemental or intensive reading instruction. The MTSS Support Team will consist of, but not limited to principal, assistant principals, Directors of Literacy and ESE, school counselors, ELA and Reading department chairs, and ELA coordinators.

The MTSS Support Team will review and analyze data sources in order to create an academic profile for struggling students, data sources include FSA/FAST ELA scores, prior Lexile levels, classroom assessments (formative and summative), and teacher surveys. The academic profile will guide the placement of students in the appropriate reading classes. Intensive Reading classes for Level 1 and 2 students will be a priority when creating the school master schedule.

MSA has invested in the Reading Plus intervention program that differentiates for individual students who receive Tier 2 or Tier 3 interventions.

Reading Remediation Plan: Class Structures For Middle School (Grades 6th - 8th)

1. Students will be placed into leveled classes based on FSA/FAST Reading Level to provide for more intensive reading instruction. Students entering with an FSA/FAST Reading Level 1-2 will be placed in a 90-minute intensive reading class every other day, along with their regular ELA class. FSA/FAST Reading Level 3-5 students will be placed in an advanced ELA course in order to promote higher level achievement.
2. Reading classes will use Reading Plus as their primary teaching tool and implement key instructional components to fidelity. Yet, other supplemental materials (Words Their Way, Comprehension Toolkit, Fluency passages, etc.) may be used in classes for Level 1-2 students. These materials will be made available at no charge to the students.
3. All social studies and science classes will have access to Reading Plus in order to provide support that relates to their subject/standards. All non-fiction articles selected by content area teachers will be differentiated based on individual student Lexile level.
4. Reading and ELA teachers will work partners as they coordinate lessons, have data chats, and create consistency.

For Grades 9th and 10th

1. Students will be placed into leveled classes based on FSA/FAST Reading Level to provide for more intensive reading instruction. Students entering with an FSA/FAST Reading Level 1-2 will be placed in a 90-minute intensive reading class every other day, along with their regular ELA class. FSA/FAST Reading Level 3-5 students will be placed in an advanced ELA course in order to promote higher level achievement.
2. Reading classes will use Reading Plus as their primary teaching tool and implement key instructional components to fidelity. Yet, other supplemental materials (Words Their Way, Comprehension Toolkit, Fluency passages, etc.) may be used in classes for Level 1-2 students. These materials will be made available at no charge to the students.

3. All social studies and science classes will have access to Reading Plus in order to provide support that relates to their subject/standards. All non-fiction articles selected by content area teachers will be differentiated based on individual student Lexile level.
4. Reading and ELA teachers will work partners as they coordinate lessons, have data chats, and create consistency.

For Grades 11th and 12th

1. All students who have not passed the ELA FSA in the 10th grade will take 90 minutes of intensive reading every other day using selected resources from ALBERT ACT/SAT support program. Students will be released from reading instruction upon passing or an equivalent ACT/SAT score.
2. Supplemental materials beyond ALBERT may be used in classes for FSA/FAST Level 1 and 2 students. These materials (Words Their Way, Comprehension Toolkit, Fluency passages, etc.) will be made available to students and teachers, respectfully.

C. If the school will adopt or develop additional academic standards beyond those mandated by the state, explain the types of standards (e.g., content areas, grade levels). Describe the adoption or development process. Select one grade level and subject area as an example and explain how these additional standards exceed required standards and contribute to meeting the mission of the school.

Not Applicable - Manatee School For the Arts • (1998 – 2022) • 25 Years of Serving the Community

D. Describe the research base and foundation materials that were used or will be used to develop the curriculum.

Manatee School For the Arts mission and vision is to implement the research of an Arts-infused curriculum and experience for our students. For 25 years MSA's curriculum and instruction has effectively educated students with proficiency rate equal to or greater than the district average for equivalent student demographics. The research base for our curriculum founded upon the Howard Gardner's work on multiple intelligences (2011) and the decades old archives of data for Arts integration as a vehicle for student achievement.

E. Describe proposed curriculum areas to be included other than the core academic areas.

Not Applicable - Manatee School For the Arts • (1998 – 2022) • 25 Years of Serving the Community

F. Discuss the system and structures the school will implement for students at risk of not meeting academic requirements or of dropping out.

MSA's systems and structures for supporting those at risk of not meeting academic standards or dropping out have been effectively implemented and results in a graduation rate equal to or higher than the district. Our cache of strategies for students who are not meeting academic requirements or of dropping out include, but not limited to:

- Rigorous monitoring of credit and promotion criteria acquisition

- Use of Student Information System
- Tutoring, mentoring and academic counseling
- Credit Recovery
- Additional minutes of academic instruction in Greatest Area of Need (GAN)

These approaches and our dedicated staff ensure our students are supported in meeting the standards for graduation and MSA has consistently exceeded the graduation rate for Manatee County Schools.

In addition to these efforts, the MTSS process dictates MSA's intervention approach for all students not meeting academic standards. As stated in 4(a), MTSS tiered levels of support are outlined below and increase with time and intensity driven by data and student rate of progress.

1. **Tier I** - Core high-quality instruction for all students, outlined above.
2. **Tier II** - Supplemental support given through reading and math intervention venues. In addition to Tier 1 instructional interventions which will be taught by a certified teacher. If the academic need is reading, a reading certified teacher will provide the intervention.
3. **Tier III** - Intensive intervention is given through smaller group (2-3 students) or individual one-on-one sessions - in addition to Tier 1 & 2 instructional interventions which will be taught by a certified teacher. If the academic need is Reading, a reading certified teacher will provide the intervention.

Students who are below grade level require increased instructional minutes and intensity of instruction. As noted above, "Tiers 2 and 3 are differentiated by the intensity of the intervention. An increase in the number of minutes of exposure to quality instruction/intervention and/or the narrowing of the focus of instruction would be defined as "more intensive instruction." Tiers 2 and 3 interventions can be provided in the general education classroom by the general education teacher, in the general education classroom by a supplemental instruction teacher (such as an ESOL teacher, reading interventionist, ESE teacher, etc.) or outside of the general education classroom. Tier 3 instruction is characterized by the greatest number of minutes of instruction available in a building and the narrowest focus of that instruction. Tier 3 instruction is provided to individual students or to very small groups. Approximately 20% of the student population typically requires Tier 2 intervention and 5% or less requires Tier 3 intervention." (Manatee School For The Arts, MTSS Guide, 2022)

Our MTSS process will follow state guidelines when addressing the needs of our at-risk students or those who are not making academic progress.

Section 5: Student Performance

Performance Goals

A. Describe the expected incoming baseline of student academic achievement of students who will enroll in the school. Based upon the expected incoming baseline performance, describe the school's goals for academic growth and improvement that students are expected to show each year and the rationale for those goals. Describe how the school's academic goals and objectives for improving student learning will be revised if the actual incoming baseline is substantially different than the expected baseline. Describe how success will be evaluated, and the desired overall results to be attained through instruction.

Manatee School For the Arts student achievement data reflect performance at or above the district level for each grade for each area. Considering our student population is made up of young people throughout the region, the rationale for such goals reflects a general approach to goal setting within this area. In reflection of our data, as with much of the nation, we have added a math performance goal.

In addition, progress towards educational goals and performance standards will be evaluated by several methods.

1. Student performance on standardized tests will be reviewed.
2. Faculty will meet regularly, usually every two weeks, to review individual student performance across the curriculum.
3. The Board of Directors will review reports of student performance, etc, and review expected outcomes to assess progress towards those outcomes.

Annual Achievement Goals for Charter Schools submitted on Charterslink on 10/24/22.

Charter School Name: Manatee School for the Arts
Academic Achievement Goals: Include both General goals (all subgroups using FSA Scores) and Targeted Support and Intervention (TS&I) goals for any subgroup less than 41st percentile by Federal Indicators. Goal 1 – Attendance is to be at or higher than that of the school district's attendance rates. Goal 2 – Grades 6 through 10th Reading proficiencies will be at or better than the district performance. Goal 3 – Grades 6 through 10th Math proficiencies will be at or better than the district performance. Goal 4 – School Middle School Acceleration rate will be at or above the district average. Goal 5 – Grade 8 Science Assessment we be at or better than the district average. Goal 6 – Our 6 through 10th ELL Reading proficiencies will be at or better than the district performance.
Rationale for above goals: Goals 1 through 4 are part of our contract. Our ELL Goal is required due to our students performing under the 41% level.
Specific Evidenced-based Strategies you will use to achieve above stated goals: MSA will ensure implementation of rigorous research-based instruction which is aligned to the B.E.S.T. Standards which the new F.A.S.T. Test assesses.
Rationale for Evidenced-based strategies to be implemented: MSA utilizes key instructional methods based on Hattie's Visible Learning (2019).

Measure(s) of progress towards goal(s): The new F.A.S.T. assessment provides reading progress monitoring data for the school and teachers to review and modify or maintain instructional approaches. Our ESE and ELL Departments review and monitor student data and report to our Instructional Leadership Team.
Data you will utilize to determine if goal(s) achieved: State testing data to include FAST, NGSSS, and EOC information.

B. Describe any mission-specific educational goals and targets for the school not captured by state accountability requirements. State goals clearly in terms of the measures or assessments the school plans to use.

Not Applicable - Manatee School For the Arts • (1998 – 2022) • 25 Years of Serving the Community

Placement and Progression

C. Describe the school's student grade level and course placement procedures.

Excerpts from MSA's Student Progression Plan

Middle school grades 6-8 basic education course offerings are selected from the Florida Department of Education's Course Code Directory and approved by the school.

The program of studies for middle school grades includes, but is not limited to, the following state and local offerings:

Language Arts	Art (Visual and Digital)
Mathematics	Music
Science	Physical Education
Social Studies	Dance
Reading	Foreign Language
Technology	Theatre

Other enrichment and exploratory courses may be offered.

Middle school students will have the opportunity to enroll in high school level courses based on their academic performance as well as their state test results.

In addition to research-based reading courses (for students who score a level 1 or 2 on the state test), reading application instruction is integrated throughout the entire curriculum. Teachers are prohibited from suspending a regular program of curricula to administer practice tests or engage in other test-preparation activities for a statewide assessment. However, activities including instruction on test-taking strategies are authorized.

Students are required to be enrolled on a full-time basis, which includes 8 courses. Modifications to this schedule can only be made with administrative approval.

An English Language Learner (ELL) with no prior school records shall be assigned to a grade level based on age-appropriate placement.

High school dual credit courses provide qualified middle school students ~~who have advanced skills~~ the opportunity to pursue a more rigorous education. The purpose of taking high school level courses at the middle school level is to help prepare students for the rigors of AP and Dual Enrollment when they officially enter high school. High school credit courses are not offered in middle school for the purpose of graduating early or experiencing an "easier" senior year. Failure to take rigorous academic courses during the senior year could prevent a student from being accepted into many colleges and universities.

High school basic education course offerings are selected from the Florida Department of Education's Course Code Directory. All students will receive instruction in Reading, English/Language Arts, Mathematics, Science, Social Studies, The Arts, Health, and Physical Education (HOPE). Additional support in reading and math will be provided to all students who need intensive instruction.

Students are required to be enrolled on a full-time basis (6-8 classes), unless approved for another activity (athletics, dual enrollment, regular employment).

D. State whether the applicant intends to use the local school district's pupil progression plan. If not, explain the policies and standards for promoting students from one grade level to the next or provide the pupil progression plan as Attachment E.

Manatee School For the Arts retains its own Student Progression Plan. See Attachment E.

E. If the school will serve high school students, describe the methods used to determine if a student has satisfied the requirements specified in section 1003.428, F.S., and any proposed additional requirements.

Manatee School For the Arts expects each graduate to have satisfied all requirements specificized in section 1003.428, F.S. To this end, administration and counselors rigorously monitor each student in comparison to these criteria. Each student is tracked using tracking sheets and digital tools within FOCUS to ensure that these are met. Furthermore, each student, and if appropriate parent, meets with a counselor to update and inform each of the student's progress and track toward graduation.

F. Discuss how and when promotion and graduation criteria will be communicated to parents and students.

MSA ensures that parents are well informed about promotion criteria by providing various venues for easy access. Initial parent information sessions, parent conferences, report cards, and our school website are key venues for promotion criteria to be housed. Information includes access to BEST standards, grade level expectations, grading scale, and grade specific promotion criteria. Teachers and counselors meet with the parents of at-risk students to review promotion criteria against a student's academic performance.

Assessment and Evaluation

G. In addition to all mandatory assessments, identify the primary interim assessments the school will use to assess student learning needs and progress throughout the year (including baseline assessments) including a **proposed** assessment schedule as Attachment F. Provide the rationale for selecting these assessments, including an explanation of how these assessments align with the school's curriculum, performance goals, and state standards.

Manatee School For the Arts is implementing the B.E.S.T. Standards which is monitored using the new Florida Assessment of Student Thinking test or FAST test. This assessment is administered in ELA and Math and provides baseline student data. This data is disaggregated by our teachers and provides a foundation for data chats, instructional modification, and progress monitoring. This assessment is perfectly aligned with our school goals, curriculum and the state standards as developed by the Florida Department of Education.

Additionally, school data streams include school-wide benchmark assessments which is administered three times in language arts, math, Civics, US History, 8th grade Science and Biology. These benchmark assessments provided twice a year (October and January) reflect the assessed standards and align to our school achievement goals.

H. Describe how student assessment and performance data will be used to evaluate and inform instruction. Who will be responsible for managing the data, interpreting it for classroom teachers, and leading or coordinating professional development to improve student achievement?

Student performance data is the foundation of course placement, instructional progression, and intervention/acceleration approaches. The teachers and student data streams which may include running records, conference notes, benchmark assessments, and end-of-unit assessments make up the front-line of data monitoring. Rubrics from the expressive arts-infused multicultural performances and projects may be included to find ramps into a student's learning modality.

School administration and school leadership have full access to student information systems that generate school-based and individual student data for data chats and/or data reviews. These two groups should be well versed in managing data to include how to review school grade, analyze data for instructional implications, review lesson plans for data alignment, and provide in classroom academic follow-up support. Professional development on data review and instructional implications will be guided by the school administrative team.

Instructional staff should be fully versed in reviewing and interpreting student data points in order to address the key questions of "What does the data tell us?" "What does it not tell us?" and "What are we missing?" in order to seek a full view of any student. Data conversations should be motivating and encourage teachers and students to be reflective and engage in the learning process.

I. Explain the training and support that school leadership and teachers will receive in analyzing, interpreting, and using performance data to improve student learning.

The School Leadership Team (SLT) and grade level team leaders should be trained in reviewing and interpreting all school and classroom data to include state assessment and school grade. These professional development sessions occur in pre-service and are supported after each assessment. Also,

these session support teachers in how to analyze and interpret data to inform instruction and impact student success.

J. Describe the corrective actions the school would take if it falls short of student academic achievement expectations or goals at the school-wide, classroom, sub-group, or individual student level. Explain what would trigger such corrective actions and who would be responsible for implementing it.

Not Applicable - Manatee School For the Arts • (1998 – 2022) • 25 Years of Serving the Community

K. Describe how student assessment and performance information will be shared with students and with parents.

Manatee School For the Arts shares assessment and performance information with students and parents via progress reports, report cards, and access to FOCUS which provides immediate access to this information. In addition, parents and students have access to the FAST Parent Portal which provides progress monitoring strengths and weaknesses for each student.

L. Describe the plan for protecting the privacy of individual student academic performance data and other student-related information.

Manatee School For the Arts utilizes the FOCUS management system provided by the School Board of Manatee County. It is utilized for registration and for housing of 6-12 student attendance and academic performance data. A Parent Portal system is also available to share ongoing student data with our parents.

All staff has received a review of FERPA (Federal Educational Rights and Privacy Act), and its guidelines are included in the staff handbook to be reviewed on a yearly basis. New teachers are taken through the specific training on FERPA guidelines. Cume folders are housed in a secure room and protocols will be followed to protect the privacy of individual information including all student information and academic data.

Section 6: Exceptional Students

A. Provide the school's projected population of students with disabilities and describe how the projection was made.

Currently, Manatee School For the Arts consists of 11% of students with disabilities (SWD).

B. Describe how the school will ensure that students with disabilities will have an equal opportunity of being selected for enrollment in the charter school.

Exceptional students ~~will be~~ are provided with programs implemented in accordance with federal, state, and local policies and procedures; and specifically, the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act of 1973. That includes but may not be limited to:

1. A non-discriminatory policy regarding identification, location, evaluation, and selection
2. Free appropriate public education (FAPE)
3. Individual education plans (IEPs), to include an IEP meeting with the student's family.

Procedural safeguards for parents of students with disabilities will be established and implemented in their native language. ~~That~~ These will include notice and consent, IEPs, independent educational evaluations, confidentiality of student records, due process hearings and other appropriate and related activities.

C. Describe how the school will work with the sponsor and through the Individual Education Plan (IEP) process when necessary to ensure students with disabilities receive a free appropriate education (FAPE) in the least restrictive environment (LRE).

Manatee School For the Arts adheres to all district guidelines for identification, IEP plan development, and support of students who require special education services or 504 plans. MSA provides a non-discriminatory environment where students who receive ESE services are provided with a Free and Appropriate Public Education (FAPE) in the Least Restrictive Environment (LRE). Manatee School For the Arts does this by following all guidelines with a child's Individual Education Plan (IEP) or 504 Plan which is accessible by the Florida Department of Education's Portal to Exceptional Educational Resources (PEER) System.

When a student is admitted at Manatee School For the Arts, whether from within Manatee County Schools or is an 'out of district' transfer, school leadership, including the school-based ESE Specialist, secure and review the student's IEP to ensure that all stated services can be provided.

In the event that the services required within the IEP or 504 Plan do not directly relate to the environments provided at Manatee School For the Arts, our Problem-Solving Team (PST), including the instructional staff, convenes to discuss the Least Restrictive Environment that would be most appropriate for the admitted student. The PST determines the special education services, supplemental aids, and support personnel in an effort to attain grade-level standards and meet the goals of the student's IEP. In all cases, Manatee School For the Arts seek support and guidance from our Sponsor, as needed, to ensure our students are provided a Free and Appropriate Public Education (FAPE) while considering the Least Restrictive Environment (LRE). Manatee School For the Arts follows district policy regarding special education services.

D. Describe the methods the school will use to identify students with disabilities that have not yet been identified.

See Addendum A - MULTI-TIERED SYSTEM OF SUPPORTS: The Complete MTSS Guide To ACADEMIC INTERVENTIONS & INSTRUCTION

E. Describe the programs, strategies, and supports the school will provide, including supplemental supports and services and modifications and accommodations to ensure the academic success of students with disabilities whose education needs can be met in a regular classroom environment with at least 80% of instruction occurring in a class with non-disabled peers.

Manatee School For the Arts provides instruction to support students with disabilities whose LRE is with at least 80% of instruction occurring with non-disabled peers. ESE services are provided by teachers and staff who are appropriately certified by the State of Florida. These students are provided services within the mainstream classroom using either consultation or the support facilitation model. Manatee School For the Arts provides direct and indirect services with 'inclusive' support by the following approaches:

1. *Consultation* - One general education teacher is providing instruction and an ESE teacher is providing consultation services in accordance with a student's IEP. The teachers meet face-to-face or virtually on a regular basis to plan, implement, and monitor instructional alternatives designed for SWDs to ensure success in the general education classroom (BCSB, 2017).
2. *Support Facilitation* - One general education teacher is providing instruction for non-disabled peers. The ESE teacher provides services to students with disabilities via support facilitation in collaboration with the general education teacher (BCSB, 2017). As needed, the ESE teacher will pull students with disabilities into small groups, in and out of the classroom, to provide extended time and further targeted instruction.

In addition to our Primary Instructional Strategies, the instructional methods (listed below), supplemental aids, and accommodations provide our students who receive special education support necessary access to the educational program. These specially designed instructional (SDI) methods are be based on the student's need and may include, but not limited to:

1. Instructional pacing (examples: chunking time, breaks)
2. Support staff (examples: stop-in support, instructional support, behavior specialist)
3. Environmental supports (examples: seating, room arrangement, lighting, etc.)
4. Subject matter presentation supports (examples: graphic organizers, planning guides, etc.)
5. Adaptation of Assignments (examples: shortened, chunking)
6. Social supports (examples: explicit instruction in social skills, paired partners, cooperative learning)
7. Follow through supports (examples: checklists, calendar)
8. Accommodations for classroom assessments (examples: extended time, flexible setting, flexible presentation, flexible responses)

Students whose IEPs reflect Assessment Accommodations for state testing will be provided additional supports. These include, but are not limited to:

1. Large Print and/or Paper-based accommodation

2. Flexible Presentation (example: verbal encouragement)
3. Flexible Representation (example: transfer of typed responses for written assessments)
4. Flexible Scheduling (example: double time for student completion of assessment)
5. Flexible Setting (example: smaller group for assessment setting) (FLDOE, 2017)

Teacher lesson plans will document any accommodations and modifications to assist ESE students in meeting grade-level standards. The PST and the MTSS process will be used to monitor and address any needs that may arise from these students during the school year.

F. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a regular classroom and resource room combination (between 40-80% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

Manatee School For the Arts collaborates with the sponsor to ensure that all students who receive services for special education and require between 40-80% of their instruction with non-disabled peers are provided a Free and Appropriate Public Education. These students are provided their required instructional minutes within a smaller student group with lessons that are accessible to all learners (Universal Design) within a Resource Room or Learning Strategies Lab. This "pullout" supports those students who require a higher intensity of specialized instruction as outlined by their IEP. ESE teachers and support personnel pull these students and provide.

Additionally, students whose IEP requires this level of support will be monitored to determine the success of the pullout instruction for the child. Manatee School For the Arts will strive to find the Least Restrictive Environment and believe in the success of our inclusion model for our students.

G. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a separate classroom (less than 40% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

Manatee School For the Arts strongly believes, supports, and implements the placement of students in their Least Restrictive Environment. As stated above, placement decisions are made by the ESE Specialist and PST based on a child's Individual Education Plan (IEP). If the ESE Specialist and PST determine that a student requires a separate environment to attain the Florida Standards and that the student's needs cannot be adequately met at Manatee School For the Arts, then we work with district representatives and parents to find the best placement to meet the child's needs. Manatee School For the Arts believes that working collaboratively with our sponsor, Manatee County Schools will help locate an appropriate placement for the student within the district.

H. Describe the plans for monitoring and evaluating the progress and success of students with disabilities to ensure the attainment of each student's goals as set forth in the IEP or 504 plan, including plans for promoting graduation for students with disabilities (high schools only).

The ESE Specialist, PST, teachers, and administrators of Manatee School For the Arts are responsible for monitoring and evaluating the progress and success of ESE and 504 students in the attainment of each student's goals. School-wide monitoring systems, interim assessments, bi-monthly MTSS meetings, teacher collaborative discussions, and student data chats will all be used to track the attainment of IEP goals for

students. Furthermore, Manatee School For the Arts administration will be critical in monitoring student performance through teacher walk-throughs, lesson plan reviews, and teacher team discussions. Formative and summative data, in conjunction with classroom artifacts, behavior referrals, and anecdotal notes will serve as data points to evaluate the progress and success of these students.

Furthermore, Manatee School For the Arts will work closely with the sponsor to monitor student success and ensure all eligibility, initial IEP creation, annual IEP review, and IEP reevaluations are conducted in compliance with state and federal guidelines. Classroom accommodations focusing on the area of need, assessment accommodations, data-driven goals and support services for ESE will be reflected in the IEP. Each year by the Initial IEP day and month, the IEP, in collaboration with the parent and the teacher, will be reviewed to ascertain the continued appropriateness of the document.

Upon the third year of the IEP, a Re-evaluation of the IEP is conducted to review the effectiveness of the IEP, review the service providers, and determine if the child needs a continuation of the accommodations and goals. For all meetings, the parent is notified within 10 days of the proposed meeting unless the 10-day notice has been waived by the parent. Additionally, at each meeting MSA ensures to provide the procedural safeguards to the parent or guardian along with documenting the meeting in the Portal to Exceptional Educational Resources (PEER). Throughout the process, Manatee School For the Arts monitors and evaluates the progress of students with disabilities to ensure their success and attainment their IEP goals.

In the event that a student is not meeting his or her IEP or 504 goals, the PST convenes, discusses, and identifies intervention options such as increased frequency and intensity of supports. Additionally, the Director of ESE meets with students who receive special education services to advocate and support the attainment of graduation requirements.

I. Identify the staffing plan, based on the above projection, for the school's special education program, including the number and qualifications of staff.

Manatee School For the Arts currently provides required ESE support with our staff of two interventionists and our Director of ESE. This is above the qualified staff who have met their required SWD professional development hours.

J. Describe how the school's overall effectiveness in serving exceptional education students will be evaluated.

Manatee School For the Arts Administration, PST, and teachers are responsible for the implementation and success of the services provided for the students who require ESE educational services. Review of progress toward annual goals, benchmark data, and outcome assessment results will be analyzed and disaggregated to adequately monitor the effectiveness of the ESE Program.

Whether the child has an IEP, a 504, or an Education Plan for gifted students, Manatee School For the Arts monitors students to ensure the effectiveness of each program. In addition to this monitoring, the respective plans will be reviewed annually to ensure that the goals continue to meet the needs of the students. School-based administrators and the leadership team will be responsible for the oversight and effectiveness of the ESE program and its systems.

K. Describe how the school will serve gifted and talented students.

Manatee School For the Arts effectively serves the gifted and talented students on our campus. From identification, educational plan (EP) creation, and service provision, Manatee School for the Arts follows the guidelines and supports set forth by the sponsor, Manatee County Schools. The Kaufman Brief Intelligence Test (KBIT) is the screening tool currently in place at MSA. The identification process will include a nomination, screening, or referral for Gifted potentially followed by an intellectual evaluation. Manatee School For the Arts strives to identify traditionally underrepresented groups by acknowledging teacher recommendations, looking at various test scores, and considering multiple intelligence projects and presentations.

For those identified as Gifted, Manatee School For the Arts educational program is geared to provide the rigor that is needed for this subgroup. The nature of an Arts-infusion model allows for the metacognitive challenge and rigor of learning while harnessing the expressive potential of the multiple intelligences.

A battery of instructional strategies will be used to challenge and meet the needs of our gifted learners. These may include, but not limited to, acceleration, curriculum compacting, homogeneous grouping, or a pull-out program. Additionally, professional development will address, not only the needs of ESE and ELL students but also for Gifted students. Manatee School For the Arts supports the teaching staff with attaining gifted endorsement which is a requirement to provide Gifted services to this subgroup of students.

For A and K please review below and our excerpt from the ESE, 504 and ELL Program Structures FORM submitted on Charterlink

Charter School Compliance: ESE, 504 & ELL Program Structures accepted on September 06, 2022, on Charterslink

MSA complies with Child Find and follows Manatee County protocol for identifying, evaluating, and determining eligibility for students who may require exceptional education services (including gifted) and/or 504 accommodations to ensure academic accessibility and success. We implement the MTSS process to provide interventions for additional support and identification of student level compared to peers of the same age. We also use various academic, language, and developmental screeners to determine student deficits and strengths. Our team consists of a school psychologist, therapists (vision, DHH, OT, SLP), staffing specialist, counselor, social worker, general education teacher(s), ESE teacher(s), 504 Coordinator, MTSS staff, ESOL, administration, parents, and students.

Students' plans are developed with consideration of the least restrictive environment and ensure students receive a free and appropriate public education (FAPE). Teachers, service providers, and support staff are instructed on expectations for the implementation of student plans. Goals are monitored at least quarterly and revised as needed, based on student progression.
Students' plans are regularly updated annually, with the exception of Gifted Education Plans, which are updated every three-four year, or when students transition, and it is appropriate. However, all plans may be updated at any time a change is needed to better support students' needs.

Accommodations are provided in the classrooms and virtually. These may include but are not limited to extended time, redirection, clarification, note-taking assistance, breaks as needed,

reduced stimuli, and more. The ESE/504 support team consults with teachers and students at least monthly to ensure the plans are being implemented properly and are effective to meet each child's specific needs.

Direct services include- Direct specialized instruction for some learning (Learning Strategies course 225mpw taught by ESE Teacher), Speech therapy, Language Therapy, DHH therapy, Vision support, Occupational therapy, gifted consultation, and ESE academic consultation.

Section 7: English Language Learners

A. Describe how the school will meet the needs of English Language Learners as required by state and federal law, including the procedures that will be utilized for identifying such students, ensuring that they have equitable access to the school's programming and communicating with their families.

Manatee School For the Arts meet all state and federal requirements to ensure that all English Language Learners (ELL) have equitable access to our educational program. ELL student identification, assessment, and support are critical as we develop a PreK – 12 model which support Dual language. Upon registration, the Home Language Survey (HLS) will be completed by parents whether in English or the parent's heritage language. The HLS will also gather the Date Entered US School (DEUSS) which will be recorded. If the Home Language Survey form includes a 'yes' to one or more of the questions, the student will be assessed by a member of our ELL Team to determine his or her eligibility for ESOL services within 20 school days.

Students will be administered an IPT Oral/Aural assessment. If student scores are less than proficient, he or she is identified as needing ESOL services. If a student shows proficiency on the IPT Oral/Aural assessment, then a subsequent Reading and Writing assessment is administered to determine if he or she is proficient in these two areas. If not, then the child is identified as needing support for ESOL. Parents and teachers can request reconsideration of the decision to classify a child regarding ESOL services. Upon this request the ELL Committee will convene to re-evaluate the decision.

The purpose of the ELL Committee is to maintain and manage the ELL school procedures while using data and parent input to support the ELL population at the school site. Upon identification of an ELL student, the committee will create an ELL Plan which will outline the services and strategies needed for the child at their level of English proficiency. The ELL Plan will maintain the student's name, date of entry, current ACCESS for ELL scores, and state assessment data. The plan will also state the instructional program, schedule, program minutes, strategies, and all instructional services provided. The teacher of record is notified of the plan and the parent is contacted to ensure they know the services, contacts, and process for ESOL support.

B. Describe specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the core academic program for these students, including those below, at, or above grade level.

Excerpt from the ESE, 504 and ELL Program Structures FORM submitted on Charterlink on *September 06, 2022*

Manatee School For the Arts follows the district ESOL plan which identifies and ensures that English Learners have equitable access to the MSA's school program. MSA's program of study, instructional practices, and learning strategies are established and implemented for academic success and equitable access to the core arts-infused academic program. Our focus strategies have been identified for current and future professional development. These include, but are not limited to

- Common Board: a uniform structure to provide a consistent and clear focus for students to take ownership of their learning utilized for daily review and summarization (SIOP, 2015).
    - Bellwork & Daily Agenda

    - Content & Language Objectives
    - Academic Vocabulary
    - Exit & Summary Slips
- Language Domains: Listening, Speaking, Reading & Writing will be an added feature of every structured lesson and are to be implemented on a daily basis to process content. (WIDA, 2021).
- Arts Infusion: the dynamic, expressive power of the arts domains will be infused within every unit of study. These include art, music, dance, & drama and will celebrate a student's multiple intelligences (Project Zero, 2020) (Gardner, 2016).
- Cooperative Learning: structures that develop social skills, increase academic achievement, and enhance engagement as it provides the impetus for language development for all students (Kagan, 2015).
- Comprehensive Input: to present information in a manner where students understand learning expectations by using appropriate speech, explicit directions, and a broad array of gestures to foster comprehension (Krashen, 1988; SIOP, 2015).
- Integration of Language skills for oral language development by providing language frames and opportunities for accountable talk for all content areas.
- Enhanced Word Work: preemptive frontloading to secure language by expanding background knowledge, frontload academic vocabulary and build oracy (oral language) around content areas (to include application of cognates).
- Writing to process and summarize information throughout every content area block.
- Specific Feedback around assessments that are authentic, and performance based.
- Summary (exit) slips to spiral and review of content information being learned. Adapted from SIOP Model (Echevarria, Vogt & Short, 2012)

*Strategies are adapted to meet specific course requirements. These strategies support students who are below, at and above grade level within a Tier 1 setting. These strategies will be provided or infused within our professional development yearly calendar.

C. Provide plans for monitoring and evaluating the progress and success of ELL students, including exiting students from ELL services.

Excerpt from the ESE, 504 and ELL Program Structures FORM submitted on Charterlink on *September 06, 2022*

The progress of English Learners is monitored and evaluated to include exiting LY and LF students who currently receive ESOL services. MSA ESOL staff provide inclusive classroom support for English Learners in small focus groups, one-to-one tutoring, and/or mentoring opportunities before and after school.

English Learners will be assessed annually with ACCESS 2.0 testing which identifies proficiency levels in Speaking, Listening, Reading, and Writing. This data will be used to monitor the growth of students toward English language proficiency.

For all classroom and state testing, ELL students will be provided assessment accommodations to include flexible scheduling, flexible setting, assistance in the Heritage language, and appropriate glossary/dictionaries.

ELL plans are reevaluated on a yearly basis as required by state and district guidelines and reviewed by members of the ESOL committee. Exit reviews are completed by our ESOL committee analyzing FSA/FAST scores, grades, teacher recommendations, and overall student progress. The ESOL committee consists of our ESOL staff, instructional personnel, parents, and members of the administrative staff.

D. Describe the staffing plan for the school's English Language Learner program, including the number of and proposed qualifications of staff.

Manatee School For the Arts currently provides required ELL support with our staff of two ELL interventionists and three ELL paraprofessionals. This is above the qualified staff who have met their required ESOL professional development hours. ESOL support is shared with all content area educators in the form of resources (material and human), teaching and learning feedback, open lab classroom support, translation support, and teacher/student instructional collaboration.

Section 8: School Culture and Discipline

A. Describe the culture or ethos of the proposed school. Explain how it will promote a positive academic environment and reinforce student intellectual and social development.

Manatee School For the Arts culture has been established for over two decades. Our Arts-infusion model harnesses the dynamic, expressive power of the arts domains within each core class and is fully expressed in the Arts Core classes. This level of self-expression through the arts and academic rigor embedded within our core classes has created a place where students are allowed to show what they've learned in a way that fits their identified intelligence.

B. State whether the applicant intends to use the local school district's code of conduct policy. If the applicant does not intend to use the local school district's code of conduct policy, describe in detail the school's approach to student discipline. If already developed, provide the proposed discipline policy or student code of conduct as Attachment G. Taken together, the narrative and code of conduct (if provided) should:
    - Explain the practices the school will use to promote discipline, including both penalties for infractions and incentives for positive behavior;
    - List and define the offenses for which students must (non-discretionary) and may (discretionary) be suspended or recommended to the local school district for expulsion;
    - Describe the roles of administrators, teachers, staff, and the governing board regarding the discipline policy;
    - Provide an explanation of how the school will take into account the rights of students with disabilities in disciplinary actions and proceedings;
    - Describe procedures for due process when a student is suspended or recommended to the local school district for expulsion as a result of a violation, including a description of the appeals process that the school will employ for students facing recommended expulsion and a plan for providing services to students who are out of school for more than ten days; and
    - Explain the process for informing students and parents about their rights and responsibilities under the code of conduct.

Please review the Manatee School of Arts - Student Code of Conduct (Attachment G) accepted on Charterslink on September 19, 2022.

Section 9: Supplemental Programming

A. Describe any extra- and co-curricular activities or programming the school will offer, if applicable; how often they will occur; and how they will be funded.

Manatee School of Arts has scores of extra- and co-curricular activities which occur weekly and seasonally throughout the year. The following is a list of some of the locally, state-wide, and/or nationally recognized programs we provide to our students:

- Academic Team (History Bowl, Quiz Bowl)
- Chamber Choir
- Cross Country Running Club
- Culinary Club
- Film Club
- GAPP (A student exchange program)
- Goldtones Jazz Band
- HEAT Junior Varsity
- Heat Varsity
- HOSA
- Inferno (6-8 grade)
- Jazz Choir
- Junior Thespians
- Key Club
- Manawich Improv Club
- Mock Trial
- National Art Honor Society
- NHS
- Quill and Scroll
- Showies
- Strikers
- Tae Kwon Do Competition Team
- Thespians
- Turning Pointe Ballet
- Unidos Now

Each of these programs, and others have been self-sustained with donations, fees, and fundraisers to ensure that all needs of the group are met.

II. ORGANIZATIONAL PLAN

Section 10: Governance

A. Describe the school's existing or planned legal status, including non-profit status and federal tax-exempt status.

Renaissance Arts and Education, Inc. is a non-profit corporation, organized under the laws of the State of Florida with its own federal tax-exempt identification number. Bylaws and the required 501(c)3 tax-exempt status have been established as required by law.

B. Provide the following documents, if available, as attachments:
   - The articles of incorporation for the applicant organization (or copies of the filing form) – Attachment H
   - 501(c)(3) tax exempt status determination letter (or copy of the filing form) –Attachment I
   - Governing board by-laws – Attachment J
   - Governing board code of ethics and conflict of interest policy – Attachment K

C. Describe the governance structure of the proposed school, including the primary roles, powers, and duties of the governing board; committee structure (if applicable); and how the board will interact with the principal/head of school and any advisory bodies.

Manatee School For the Arts is a d/b/a under Renaissance Arts and Education, Inc. and conforms with the laws of Florida.

The Board of Directors of Renaissance Arts and Education, Inc. constitute the decision-making entity which has the power to carry out, but not limited to the following:

1. Review the purposes of the mission of the organization.
2. Review and approve additions/deletions of the educational program.
3. Review and approve additions/deletions to school policy.
4. Establish procedures regarding appointment and dismissal of faculty members.
5. Approve annually the terms and conditions of employment, salary policies, and schedules for all staff, faculty, administrators, and other employees of the organization.
6. Authorize the building, renovation, purchase, management, and sale of all land, buildings, or major equipment.

The Board of Directors will also meet all state requirements for board training, follow all 'acceptance of gift' laws, and adhere to reasonable reimbursement guidelines.

The officers of the Board of Directors shall be the Chair, Vice-Chair, Secretary, and Treasurer. Each shall serve for a term of two years. The following are the powers and duties of the above officers (include but not limited to):

- Chair - Presides over meetings of the Board, shall have the right to vote on all questions, shall appoint to all committees the members who are not appointed by the Board and shall have such other powers and duties of the Board.
- Vice-Chair - In case of vacancy in the Chair, the Vice-Chair shall act as the Chair until a new Chair is duly elected by the Board.

- Secretary - shall have such powers and duties as assigned by the Board.
- Treasurer - Responsible for carrying out the mandates of the Board in overseeing the financial resources, including, but not limited to, cash, securities, stocks, bonds, and all other property. Shall assure that all books and accounts are accurately kept and present a fully audited financial statement by an independent certified public accountant.

The Principal reports directly to the governing board. The Principal of the charter in collaboration with the administrative team will be responsible for agendas, materials, and other supporting documents, needed for each governing board meeting or any presentation to current governing board members regarding the elementary school.

The Principal leads the daily operations of Manatee School For the Arts. Responsibilities include but are not limited to; ensure the integrity of the school mission, ensure the safety and security of its student population, hire, and evaluate all staff, monitor the implementation of the educational program, adopt curriculum, and monitor state and school-based assessments and its corresponding data.

The Principal is responsible for parent/community involvement, marketing, and enrollment efforts. Additionally, the Principal ensures open records laws are followed, enforce the code of student conduct as well as other school-based board-approved policies.

D. State the frequency of board meetings and describe how the board will comply with open meetings and records laws.

The Board of Directors meet on a quarterly basis, or as needed in order to meet the functioning needs of Manatee School For the Arts. Board meetings follow the State of Florida Sunshine Laws to be compliant as a government organization. Meetings are noticed, open, and accessible to the public as required. Attendees have the opportunity to provide input on charter school matters. Notices, agendas, documents, and minutes will be housed on the school website.

State laws and policy are followed by the board to ensure proper handling of public records requests. Requests for public records will be handled via email to the Board's Secretary. All public records are available for review and copying by any individual upon request, unless they are exempt or confidential, as per Florida law.

E. Describe the current and desired size and composition of the governing board. Identify key skills, areas of expertise, and constituencies that are or will be represented on the governing board.

Manatee School For the Arts is overseen by the Board of Directors of Renaissance Arts and Education, Inc. which currently has a governing board of five seats composed of a breadth of community members with various areas of expertise. Key skills considered are school experience, managerial background, legal and financial expertise, and community awareness. Diversity and gender are also considerations as we seek to have a governing board that mirrors our student population.

F. Describe how board members have been and will be selected including term limits and selection of officers.

The Board of Directors consists of no less than three and no more than five persons which will serve for three-year terms and until their successors are elected and qualified to succeed themselves in office. New members of the Board of Directors should be elected by a majority vote of the Board of Directors then in office. Any vacancy on the Board of Directors may be filled by the majority vote of the remaining directors, through special election at any regular meeting of the Board.

G. Explain how this structure and composition will ensure that the school will be an academic, operational, and financial success.

The structure and composition of the Board of Directors of Manatee School For the Arts, has been a productive, successful school for over 25 years. As such, its ultimate responsibility is to oversee school policy, monitor financial decisions, and approve the yearly school budget. Additionally, the Board is an active-governing body and will be kept abreast of academic, operational, and the financial status of the school.

The Board of Directors employs an independent external auditor to audit the annual financials to ascertain the financial health of the organization. The Board reviews the findings and recommendations submitted to help guide board decisions. Furthermore, the Board of Directors meet all state requirements for board training, follow all 'acceptance of gift' laws, and adhere to reasonable reimbursement guidelines.

H. Complete the table below (add lines as necessary) and for each individual identified here provide 1) a completed and signed Board Member Information Sheet (template provided), and 2) resume

Name	Current or Prospective Governing Board Member?	Role on Board (e.g. Member, President, etc.)	Submission Requirements
Dave Kraner	Current	Chairman	
Karen Carpenter	Current	Secretary	
Jim Delgado, Esq.	Current	Member	
Janet Samuels	Current	Member	

I. Describe the plans for board member recruitment and development, including the orientation process for new members and ongoing professional development to increase the capacity of the board.

The current Board of Directors has been established and is functioning as an effective governing body. However, there is a continual search for potential board members who will make a positive impact on our learning institution. The selection of potential board members includes recommendations from key school-based stakeholders, self-nomination, and parental recommendations. Any interested individual can contact the school or any board member for information and an application.

Board member governance training is provided by a state-recognized provider Kathleen W. Schoenberg which include operating in the Sunshine, identifying and resolving conflicts of interest, ethics, and financial responsibility as required by state statute.

The board member orientation process consists of an orientation to the board, a school tour, and an introduction to the school administrative team. On occasion a board member will be asked to attend a meeting so they may meet other board members, gain insight into meeting protocols, and experience the order of board meetings.

J. Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest.

As indicated above, each Board member undergoes governance training provided by the Florida Consortium of Public Charter Schools. Initial screening and onboarding of each member also includes fingerprinting and a formal background check.

Following ethical standards and procedures is evident by the ongoing self-monitoring and the collective efficacy of an organization with 25 years of effective practice and policy. Furthermore, Florida Statute 112.313 addresses standards of conduct for public officers, employees of agencies, local government attorneys, and prohibits board members from having contractual, employment, or personal/familial financial interest in the organization they are serving. Members must provide full disclosure for real or potential conflicts of interest including if a school-based employee with decision-making authority is a relative of a governing board member.

K. Describe, if applicable, any school advisory bodies or councils that are in place or will be formed, including the roles and duties of each and the reporting structure of such entity relative to the school's governing board and leadership.

Not Applicable - Manatee School For the Arts • (1998 – 2022) • 25 Years of Serving the Community

L. Briefly explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school. The entire process or policy does not have to be developed; however, applicants should be able to articulate the primary steps.

All objections to governing board policy or school administrative practice/procedure may include an initial conversation with the Principal. Additional meetings may include those with any member of the administrative team to field issues accordingly and be addressed within a reasonable time frame. Suggestions to change or modify school policy can be submitted in writing to the principal or parent representative for thoughtful consideration. Each governing board meeting will allow for public comments where individuals can petition the board to address their concern.

Section 10D. speaks to how board meetings will be noticed, open, and accessible to the public and attendees will have the opportunity to provide input on charter school matters.

If the school is filing the application in conjunction with a college, university, museum, educational institution, another non-profit organization, or any other partner, provide the following information:

M. Name of the partner organization. ¡HOLA! Elementary School
N. Name of the contact person at the partner organization and that person's full contact information.

Renaissance Arts and Education, Inc.

President: Charles W. Jones, Ph. D.
700 Haben Blvd., Palmetto, FL 34221
Phone: 941-721-6800

O. A description of the nature and purpose of the school's partnership with the organization.

Renaissance Arts and Education, Inc. is doing business as Manatee School of the Arts. The Board of Directors will oversee both ¡HOLA! Elementary PreK-5 and Manatee School For the Arts 6-12. This relationship is intended to maximize the efficiency between both the Elementary and the Secondary schools. This may include the use of services such as transportation, technology, food service, school security, human resources, and administrative support.

P. An explanation of how the partner organization will be involved in the governance of the school.

The Manatee School For the Arts Board of Directors will serve as the governing board for both schools. Both schools will consider implications of their student progression plans, progression of electives, academic classes, and the articulation of the academic program.

Section 11: Management and Staffing

A. Submit as Attachment M organization charts that show the school governance, management, and staffing structure in
   - The pre-operational year;
   - The first year of school operations;
   - At the end of the charter term; and
   - When the school reaches full capacity, if in a year beyond the first charter term.

   Each organization chart should clearly delineate the roles and responsibilities of and lines of authority and reporting among the governing board, staff, and any related bodies (such as advisory bodies or parent or teacher councils), and any external organizations that will play a role in managing the school. The organization charts should also specifically document lines of authority and reporting within the school.

   Document can be found as respective Attachments M1.

B. Identify the principal or head of school candidate and explain why this individual is well-qualified to lead the proposed school in achieving its mission. Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high-performing charter school. If the proposed leader has never run a school, describe any leadership training programs that (s)he has completed or is currently participating in. Discuss the evidence of the leader's ability to effectively serve the anticipated population. Also provide, as Attachment N, the proposed job description and resume for this individual.
   --OR--
   If no candidate has been identified, discuss the process and timeline for recruiting, selecting, and hiring the school leader. Describe the criteria to be used in selecting this leader, and provide as Attachment O the position's qualification requirements. What are the key skills and competencies for the school leader? What qualities must the school leader have for this school to be successful?

   Renaissance Arts and Education, Inc.
   Principal: Charles W. Jones, Ph. D.
   700 Haben Blvd., Palmetto, FL 34221
   Phone: 941-721-6800

C. Describe the management structure of the school. As Attachment P provide job descriptions for each administrative or leadership position that identifies key roles, responsibilities, and accountability.

   Administrative Management Structure
   The principal will report to the Board of Directors and function as the Chief Executive Officer and Chief Academic Officer. The principal will also be responsible for the day-to-day financial activities of the school. All faculty and staff of the school will report to the principal. The principal shall establish a forum for faculty, staff, and administration to regularly engage in free and open discussion of school policies and procedures.

   Role of Board of Directors

The roles and responsibilities of the Board of Directors are presented in attachment 11.2.D, By-Laws of Manatee School For the Arts. The Board will relate primarily with the principal in all matters. They shall have no day-to-day duties or direct administrative responsibility.

D. Provide a staffing plan for each year of the charter term that includes all anticipated personnel and is aligned with the school's projected enrollment and with all other sections of the application. Provide as Attachment Q the proposed job description and qualification requirements for the school's teachers.

Currently, Manatee School For the Arts employs 108 instructional staff, eight administrators, eight administrative support staff, six guidance counselors, and three guardians. This is in addition to the staff required for payroll, nursing, registrars, student support, substitutes, testing, transportation and more. MSA has maintained a staffing plan to meet the instructional needs for thousands of students each year while maintaining compliance with class-size statutes.

E. Explain the school's plan for recruitment, selection, and development of a highly qualified and appropriately certified instructional staff that is aligned with applicable federal laws and state requirements as well as the school's design.

Selection of instructional staff is a critical step for any successful school. Manatee School For the Arts follows federal and state requirements for hiring highly qualified, certified teachers in grades 6-12. Along with those same guidelines, we will ensure that instructional staff is appropriately endorsed in order to best serve our students.

The state of Florida defines highly qualified as

- A bachelor's or higher degree from an accredited institution.
- A valid Florida three-year temporary or five-year professional certificate a subject area.
- A passing score on the corresponding subject area exam.

Article XV of the MSA bylaws is entitled nondiscrimination. Section 1 states: •
"It is the policy of the Board of Directors that the Manatee School For the Arts does not discriminate on the basis of race, color, religion, national or ethnic origin, age, gender, marital status, sexual preference, political affiliation, handicap, disabled or Vietnam veteran status, or any other factors which cannot lawfully form a basis for an admissions or employment decision. The School is an equal opportunity employer.

This policy covers administration of the School's educational policies, admissions policies, student organizations and events, employment, and other School administered activities.

Further, it is the policy of the Board of Directors of Manatee School For the Arts to maintain the School community as a place to work and study for staff, faculty, students and others free of racial or sexual harassment, and all forms of intimidation or exploitation."

Section 12: Human Resources and Employment

A. Explain the relationship that will exist between the school and its employees, including whether the employees will be at-will. Discuss the school's tentative plan regarding use of employment contracts. If the school will use contracts, explain the nature and purpose of the contracts. Use and nature of employment contracts may be finalized after application approval.

Teachers employed by or under contract to MSA shall be certified as required by chapter 231, Florida Statues. MSA may employ or contract with skilled selected non-certified personnel to provide instructional services or to assist instructional staff members as teacher aides in the same manner as defined in chapter 231, Florida Statutes. MSA will not employ an individual to provide instructional services or to serve as a teacher aide if the individual's certification or licensure as an educator is suspended or revoked by any state.

Teachers in the core curriculum areas of math, science, social studies, and language arts will be required to hold a valid Florida teaching certificate. Teachers in the visual and performing arts will be selected on the basis of training, performance experience and teaching experience. They will not be required to hold a valid Florida teaching certificate or necessarily an academic degree.

Administrators, staff, and any other employees will be selected on the basis of educational background and experience that demonstrates appropriate preparation for the position as determined by the Board of Directors of MSA. All employees and independent contractors will be fingerprinted as provided in 231.02 Florida Statutes.

All hiring and dismissals will be done by the principal. The Board of Directors will establish procedures regarding appointment and dismissal of faculty members. Additionally, they will approve annually the terms and condition of employment, salary policies and schedules for all staff, faculty, administrators, and other employees of the School.

In general, each hire will be negotiated individually and offers of employment establish terms and conditions of employment. MSA will operate as an "at will" employer unless individual employment contracts stipulate otherwise.

Salaries will be as competitive as possible within the fiscal constraints of the budget. Full time employees benefit packages should include retirement, health insurance, paid holidays, personal and professional days, and vacation as appropriate. Dental, optical, disability and life insurance will also be considered.

B. Provide the performance evaluation or a general outline of the performance evaluation plan, consistent with the substantive requirements included in s. 1012.34, F.S. (the Student Success Act), for administrators and instructional personnel including who will conduct the evaluations, what instrument will be used, and how the results will be used to guide performance and professional development. A final, detailed outline will be required after application approval.

Manatee School For the Arts utilizes the evaluation system provided by the Florida Consortium of Public Charter Schools, for administrators and teachers. This evaluation system is based on the Florida Educator Accomplished Practices (FEAP) which include indicators for Performance of Students, Instructional

Practice, and Professional and Job Responsibilities as outlined in 1012.34, F.S. Each area is allotted one third of the performance evaluation.

The Principal is evaluated annually by the corporation President or a member of the Board of Directors, each being trained to implement the appropriate evaluation instrument. The review will reflect the evaluation criteria put forth by the Florida Principal Leadership Standards utilized by the Florida Consortium of Public Charter Schools. Additionally, the Assistant Principal will be evaluated by the Principal annually and will also reflect indicators within the Florida Principal Leadership Standards. Results from these evaluations will be used to identify the areas of need within the leadership standards, thereby, determining the professional development needed to improve performance.

Furthermore, administrators and team leaders will also be trained on classroom walkthroughs and school based *Primary Instructional Strategies* listed in section 4A. Teacher formative evaluations will be conducted by trained grade level team leaders and teacher summative evaluations will be conducted by school-based administrators. Job embedded professional development to support areas of need will be provided by classroom visits, in classroom coaching, demonstration lessons, and multimedia support.

C. Provide the compensation structure or a general outline of the compensation structure for all employees, including salary ranges and employment benefits as well as any incentives or reward structures, if applicable. How will compensation and other components factor into the staff retention plan?

Renaissance Arts and Education, Inc. consistently strives to provide strategically higher competitive salaries in order to recruit and retain highly effective teachers. MSA meets the requirements of the recent Teacher Salary Increase Allocation Pay.

Manatee School For the Arts utilizes the evaluation criteria and rubrics set forth by the Florida Consortium of Public Charter Schools which includes the pay-for-performance requirements set forth by state statute also utilized by our partner middle/high school, MSA.

D. Outline the school's procedures for hiring and dismissing school personnel, including conducting criminal background checks.

Manatee School For the Arts contracts with ADP for PEO & HR procedures. The employee onboarding procedure includes a vigorous process conducted by multiple persons within MSA including public job postings, reference verification, background checks, fingerprint checks, and multiple interview steps for each potential employee.

The Principal follows school policy to ensure due process leading up to the dismissal of any employee. Dismissals follow approved board policy in conjunction with Florida state guidelines and are administered by the Principal or the designated person assigned.

E. If personnel policies have been developed, include as Attachment R. If personnel policies and procedures have not been developed provide a clear plan, including timeline, for the development and approval by governing board.

Manatee School For the Arts contracts with ADP for PEO and HR administrative personnel policies and procedures. The MSA Staff Handbook is attached (Attachment R). The MSA Staff Handbook is presented and reviewed with every employee before the start of the school year as part of our opening week agenda items. We ensure that the staff handbook includes reference to state statutes, when applicable, and is updated on an annual basis.

F. Explain how the governing board and school leadership would handle unsatisfactory leadership, teacher, or staff performance, as well as leadership or teacher turnover.

The Principal will be evaluated annually by the President or a member of the Board of Directors (both trained on the evaluation instrument) and report directly to the Board. If any school-based administration is found to be unsatisfactory in a performance area, the President or a member of the Board of Directors will develop an immediate action plan for any and all areas which outlines specific actions and timeframe for said improvement. This plan will be reviewed for accountability with appropriate feedback by the President or member of the Board of Directors.

The Administrative Team and grade level team leaders will evaluate all staff and teachers as indicated in the adopted teacher evaluation plan. In the event that a teacher/staff member is unsatisfactory in a performance area, school-based leadership will develop an employee improvement plan which outlines the specific performance areas, actions, and timeframe for improvement. This plan will be reviewed for accountability and feedback by the assigned administrator. In the event that the employee does not meet the expectations outlined in the improvement plan, termination is possible.

<u>Conflict Resolution</u>
Any conflicts between MSA and the Manatee County School Board shall be resolved through three steps. If the item is resolved to both parties' satisfaction at any step, the process stops. Otherwise, the next step is taken. Either party shall notify the other, in writing, that a dispute exists between them. Such notice shall indicate specific articles or sections of the charter that apply to the dispute. The notifying party shall clearly specify the acceptable remedy(ies).

- MSA principal and one or more members of the board of directors will meet with the appropriate assistant superintendent and staff to review and resolve the conflict.
- An item will be placed on the agenda of a regular or special School Board meeting. The MSA principal and one or more members of the board of directors will attend the meeting and the issue will be discussed in a public forum.
- The appropriate office of the Florida Department of Education will be requested to provide technical assistance, to mediate the conflict and render a written report of analysis and remedy. Both parties agree to be bound by the decision of the Florida Department of Education representative and to implement the remedy within thirty (30) days or an interval approved by the Florida Department of Education representative.

Section 13: Professional Development

A. Describe the school's professional development expectations and opportunities for administrators and instructional personnel, including the following:

1. Identify the person or position responsible for overseeing professional development activities.

Professional development activities are overseen by both the Principal and the Assistant Principals. The School Leadership Team (SLT) provides support, when necessary, with instructional rounds, teacher walk-throughs, and needs assessment data. We do, however, utilize the Professional Growth System, MyPGS, currently employed by the School Board of Manatee County, to log all professional development documentation and, at times, utilize their open PD resources as well.

2. Discuss the core components of professional development and how these components will support effective implementation of the educational program. Discuss the extent to which professional development will be conducted internally or externally and will be individualized or uniform. Describe how the effectiveness of professional development will be evaluated.

Manatee School For the Arts understands the importance of job-embedded professional development system of support for new and veteran teachers. New teachers are paired with mentor teachers who have shown strength in foundational classroom management skills, instructional moves for explicit content delivery, and/or connection between assessment data and instructional next steps

To ensure an effective Arts-infusion curriculum MSA provides professional development, both internally and externally, in our core components and Arts-infusion, multiple intelligences and our Primary Instructional Strategies as cited in 4A.

The system for all professional development is intended to increase student achievement, support the growth of all instructional personnel, and enhance teaching and learning across all classrooms. We predominantly connect all professional development to the teacher evaluation rubrics from the Florida Consortium of Public Charter Schools to enhance teaching and learning while building teacher capacity. Lastly, the MyPGS system, which is aligned to the state Professional Development Standards, is used as a resource for professional development activities for our school site.

3. Describe any professional development that will take place prior to school opening. What will be covered during this induction period? How will instructional personnel be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods?

Not Applicable - Manatee School For the Arts • (1998 – 2022) • 25 Years of Serving the Community

4. Describe the expected number of days or hours for professional development throughout the school year, and explain how the school's calendar, daily schedule, and staffing structure accommodate this plan. Include time scheduled for common planning or collaboration and how such time will typically be used.

Professional Development days are already identified in the Manatee County yearly calendar adopted by Manatee School For the Arts. In order to maximize all learning opportunities, professional development will be embedded within faculty meetings, monthly team leader data chats, and classroom walkthrough feedback sessions. Other scheduled times include:

1. Teacher Preservice Days – 4-6 days
2. Formal In-service Days – 3 days
3. Collaborative Planning Communities of Practice

Section 14: Student Recruitment and Enrollment

A. Describe the plan for recruiting students that will result in the school meeting its projected enrollment. Include strategies for reaching the school's targeted populations and those that might otherwise not have easy access to information on available educational options including, but not limited to, families in poverty; academically low-achieving students; students with disabilities; and English Language Learners.

Manatee School For the Arts consistently has met its enrollment goals for the past 25 years. Our strategies for maintaining this level of enrollment includes word of mouth,

Student recruitment efforts continue with the siblings of students currently enrolled in MSA which include mailing of flyers and postcards, presence at community events, massive social media campaigns and an 'MSA' information table at all events and performances, which are widely attended, for the upcoming school year. Time has shown that many of these families embrace our mission and vision of our Arts-infused secondary school.

B. Explain how the school will achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other local public schools in accordance with section 1002.33(7)(a)8., F.S.

This year Manatee School For the Arts can serve up to 2500 sixth through twelfth grade students, ages 10 through 21, throughout Manatee County and surrounding areas. We anticipate that a substantial number of students residing north of the river will apply. ~~Its~~ MSA's geographical location will make it readily accessible to a broad range of socio-economic, racial, and ethnic groups. MSA is committed to serving those populations. Currently, the MSA student population reflects the following racial/ethnic balance:

Student Population	
Asian	<2%
Black	10%
Hispanic	41%
Multiracial	6%
White	41%

This racial/ethnic balance is reflective of an educational program and curriculum that has a broad range of student interest and often supports students who have a strong desire to experience the broad array of the Arts and be part of a strong community of learners.

C. Describe the school's proposed enrollment policies and procedures, including an explanation of the enrollment timeline, any preferences for enrollment and lottery process. Provide proposed enrollment application as Attachment S.

The enrollment process follows the legal parameters of Florida Charter School statutes and overlaps with the district enrollment timeline for the convenience of parents with multi-grade students. Manatee School For the Arts retains a clear and open enrollment policy for all students who are eligible to enroll, register and attend our 6-12 secondary school. School applications are accepted during the initial enrollment window and afford continuous enrollment until our full capacity is reached. To ensure adequate notice,

the enrollment timeline and process is sent out via social media platforms, our school website, and our school newsletters for easy and fair access. Needless to say, all communication will be made available in both English and Spanish.

Enrollment is open until the number of applications exceeds the capacity of the program, class, grade level or building. F.S. Once grade level specific capacity has been reached, students wishing to enroll will be subject to a lottery selection per Florida Statute. Prior to conducting a lottery, enrollment preference may be given to (1002.33, F.S.):

3. Students who are siblings of a student actively enrolled in Manatee School For the Arts;
4. Students of current employees of Manatee School For the Arts;
5. Students who have successfully completed our sister school, ¡HOLA! Elementary:
6. Students who are the children of a member of the founding Board of Directors of the charter school; and
7. Children of an active-duty member of any branch of the United States Armed Forces.

The lottery process will be implemented in the event that applications at a specified grade level exceed grade level capacity.

Section 15: Parent and Community Involvement

A. Briefly explain the general plan to engage parents in the life of the school (in addition to any proposed governance roles described in previous sections of this application, if applicable) as well as plans for regular communication with parents about school matters. This *could* include building family-school partnerships to strengthen support for learning, volunteer opportunities, or activities the school will seek from, or offer to parents. This *must* include the governing board's appointment of a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes, s. 1002.33(7)(d)1., F.S.

Manatee School For the Arts has an active parent base who have consistently attended performances, student events, and academic engagements over the past two decades. Our paper-based and digital newsletters keep our school community updated regarding the school and play a role in notifying the parents of events and legal notifications.

Additionally, MSA has assigned a representative, Dr. Steve Marshall, Assistant Principal, to help facilitate parent involvement and assist parents with questions, concerns or help resolve disputes to meet the statutory requirements.

B. Discuss any established community resources that will be available to students and parents, if applicable. Describe any partnerships the school will have with community organizations, businesses, or other educational institutions. Specify the nature, purposes, terms, and scope of services of any such partnerships including any fee-based or in-kind commitments from community organizations or individuals that will enrich student learning.

Over the past 25 years, Manatee School For the Arts has established partnerships with several organizations to include the Florida Consortium for Charter Schools, the Arts Council of Manatee and multiple business partners. These professional relationships help support our efforts as a school and as an arts organization.

C. Provide, as Attachment T, any existing evidence of demand for the school or support from intended community partners, if available (e.g. letters of intent/commitment, memoranda of understanding, or contracts).

Not Applicable - Manatee School For the Arts • (1998 – 2022) • 25 Years of Serving the Community

III. BUSINESS PLAN

Section 16: Facilities

If the site is acquired:

A. Describe the proposed facility, including location, size, and layout of space.
B. Describe the actions that will be taken to ensure the facility is in compliance with applicable laws, regulations, and policies and is ready for the school's opening.

Our facility complies with applicable state minimum building codes pursuant to 553 F.S., and with minimum fire protection codes pursuant to section 633.025 F.S., and Comprehensive Land Use plan as adopted by the authority in whose jurisdiction the facility is located.

C. Describe how the facility aligns with the proposed educational program and other requirements such as mandated class sizes.

Manatee School For the Arts currently has 73 core classrooms, seven dance studios, twelve art rooms, several computer labs, eight music rooms, a music studio, one small theater and one large theater that accommodates 350 students. These venues provide for years of class-size compliance and literal thousands of students expressing themselves through the Arts.

D. Document the anticipated costs for the facility, including renovation, rent, utilities, and maintenance. Identify, if applicable, any funding sources (other than state and local funding) that will be applied to facilities-related costs and include evidence of such (e.g. letter, MOU) as Attachment U. If renting an existing facility, provide draft lease agreement as Attachment V.

Not Applicable - Manatee School For the Arts • (1998 – 2022) • 25 Years of Serving the Community

E. Describe the back-up facilities plan. What is the alternate plan for facilities if the proposed facility is not available or is determined to be inappropriate for the school's opening?

Not Applicable - Manatee School For the Arts • (1998 – 2022) • 25 Years of Serving the Community

If the site is not yet acquired:

F. Explain the school's facility needs, including desired location, size, and layout of space.
G. Provide an estimate of the costs of the anticipated facility needs and describe how such estimates have been derived. Identify, if applicable, any funding sources (other than state and local funding) that will be applied to facilities-related costs and include evidence of such (e.g. letter, MOU) as Attachment U.
H. Explain the strategy and schedule that will be employed to secure an adequate facility.
I. Describe the back-up facilities plan.

Section 17: Transportation Service

Describe the school's plan for transportation to ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the school, s. 1002.33(20)(c) F.S.

Manatee School For the Arts ensures "transportation is not a barrier to equal access for all students residing within a reasonable distance of the school" 1002.333, F.S., Manatee School For the Arts for currently maintains their own independently owned fleet of 18 buses. We reserve the right to adjust hub locations and official bus stops to accommodate our students. The needs of special students who have IEPs or 504 plans which require special transportation are be met as outlined by federal and state mandates.

Section 18: Food Service

Describe the school's plan for food services, including any plans for contracting services or plans to participate in the National School Lunch Program. Explain how the school's food service plan will ensure healthy, well-rounded meals for students.

Manatee School For the Arts contracts with SLA Management for complete meal services for the 6 – 12 population. SLA school breakfast and lunches meet the requirements set forth by the National School Lunch Program (NSLP) compliance standards for healthy meals regarding proteins, fruits, vegetables, grain, and dairy. Manatee School For the Arts collaborates with SLA Management to ensure students who meet the requirements are provided free or reduced-price lunches.

Section 19: School Safety and Security

Outline the plan for school safety and security for students, staff, the facility, and property, especially as it relates to the applicable provisions in the Marjory Stoneman Douglas High School Public Safety Act. Specifically:

A. Describe what steps the school would take to assure there is a safe-school officer present while school is in session, pursuant to section 1006.12, F.S.

Manatee School For the Arts employs its own trio of full-time armed Guardians as a full-time security on campus, always. In the event of an absence, there will always be always at minimum one Guardian on campus. This officer will also be secured for specific evening events which may require additional security.

B. Explain how the school will adopt an active assailant response plan and provide annual training on the plan, as required by section 1006.07(6), F.S.

To ensure an effective active assailant response, Manatee School For the Arts has only one point of entry and exterior doors are be monitored by staff during arrival and dismissal times. Additionally, staff and students are required to always wear a photo ID, all school and classroom doors are required to be locked, and the school community also has monthly active assailant response drills. Further security measures include student uniforms, a Raptor system to review visitors, hard corners in classrooms and a silent panic alarm directly linked to law enforcement which ensures compliance with Alyssa's Law.

In the event of an active assailant, Manatee School For the Arts will utilize its Centigex Safety Alert system to notify the school community and law enforcement. At that point, teachers will ensure the classroom door is locked and the students are quiet and in the 'hard corner.' A safety designee will enter a secured room where he or she will access the camera system to identify the location and movement of the active assailant and communicate this information to the entire school by overhead intercom system. In some cases, it will be best for students and staff to run or fight instead of hide. Students and staff will be trained to respond to these potentials monthly through our active assailant drills.

Finally, training for the active assailant response plan is be conducted annually on the preservice school day. The charter school Principal certify all staff have received this annual training.

C. Explain how the school will establish a threat assessment team as required by section 1006.07(7), F.S.

Manatee School For the Arts Threat Assessment Team (TAT) is comprised of a school administrator, school counselor, behavior team member, and the full time Guardian. This team's purpose is to coordinate resources, administer assessments, implement interventions, and provide guidance to the school community for individuals who may pose a threat to the safety of school staff or students. Each year, during pre-planning, the TAT gather and review safety policies and procedures for the upcoming school year. This training includes systems of reporting, assessment of individuals, and subsequent actions required given the level of identified threat posed by the individual.

D. Explain how the school will accurately and timely report incidents related to school safety and discipline as required by section 1006.07(9), F.S.

Manatee School For the Arts, like all schools, must report incidents which meet the criteria for School Environmental Safety Incident Reporting. Incidences which meet the SESIR Level are recorded in the FOCUS System which is currently used by the Manatee County Schools and note the corresponding discipline. This implementation includes consultation with law enforcement when appropriate. These major incidents are also included in our Code of Student Conduct.

Section 20: Budget

A. Provide as Attachment X, an operating budget covering each year of the requested charter term that contains revenue projections (using the Florida charter school revenue estimate worksheet as Attachment W for at least the first year of operation), expenses, and anticipated fund balances. The budget should be based on the projected student enrollment indicated in Section 2 of the application. A template for the operating budget may be available from the sponsor upon request.

Documents can be found in the respective Attachment X - Updated Budget – Approved on September 06, 2022, at 12:06 PM via Charterslink.

B. Provide a start-up budget as Attachment Y that contains a balance sheet, revenue projections, including source of revenues, expenses, and anticipated fund balance. The start-up budget must cover any period prior to the beginning of FTE payments in which the school will expend funds on activities necessary for the successful start-up of the school.

Not Applicable - Manatee School For the Arts • (1998 – 2022) • 25 Years of Serving the Community

C. If the budget is contingent upon sources of funding beyond those typically provided by local, state, and federal governments (such as funding from foundations, donors, grants), provide evidence of such funding (e.g. MOU, letters) as Attachment Z.

Not Applicable - Manatee School For the Arts • (1998 – 2022) • 25 Years of Serving the Community

D. Provide a detailed narrative description of the line-item revenue and expenditure assumptions on which the operating and start-up budget are based. The budget narrative should provide sufficient information to fully understand how budgetary figures were determined.

Not Applicable - Manatee School For the Arts • (1998 – 2022) • 25 Years of Serving the Community

E. Discuss the school's contingency approach and plan to meet financial needs if anticipated revenues are not received or are lower than estimated. This may include budgets for 75% and 50% of revenue projections or a budget for whatever percentage the applicant considers the minimum percentage at which they could operate the educational plan presented.

Manatee School For the Arts has consistently shown financial stability and positive enrollment since 1998 making a contingency approach unnecessary and subsequently the 75% budget and the 50% budget. Manatee School For the Arts has always exemplified a conservative model approach ensuring that if enrollment decreased such as during the pandemic, proportionate decreases to variable costs were implemented proportionally (such as decreases in administrative and faculty FTE). Manatee School For the Arts maintains a high cash reserve balance and an Audited ending fund balance in excess of eleven million US dollars.

F. Explain in detail the year one cash flow contingency plan, in the event that revenue projections are not met (or not met on time).

Manatee School For the Arts has consistently shown financial stability and positive enrollment since 1998 making a *year one cash flow* not applicable. Manatee School For the Arts abides by public debt financing covenants additionally to ensure cash flow is always monitored independently and reported upon publicly to its bond holders. In the event that revenue projections are not met, the School will immediately implement variable cost reductions where applicable supplemented by its strong cash reserves on hand in excess of seven million US dollars.

G. Provide monthly cash flow projections for the school's start-up period (i.e. from the date on which the application is approved to the beginning of the first fiscal year of operation) through the first year of operation.

Manatee School For the Arts has consistently shown financial stability and positive enrollment since 1998 making *cash flow projections for the school's start-up period* not applicable. Please refer to Updated Budget – Approved on September 06, 2022, at 12:06 PM via Charterslink or similarly updated ending fund balance per Audited Financial Statements exceeding eleven million US dollars.

Section 21: Financial Management and Oversight

A. Describe who will manage the school's finances and how the school will ensure strong internal controls over financial management and compliance with all financial reporting requirements.

The Chief Financial Officer (CFO) and the current President of the non-profit corporation 'Renaissance Arts and Education, Inc.' and its d/b/a Manatee School For the Arts, are well versed in the Financial and Program Cost Accounting and Reporting for Florida Schools and have proven conservative fiscal responsibility for the past 25 years. The CFO and Principal with its administrative team collaboratively lead the execution of conservative budgetary protocols and set consistent internal procedures for financial oversight as assigned by the Board of Directors.

The annual budget and monthly statements are submitted for review and approval to our sponsor and follow all requirements in accordance with 1002.33(9) F.S.

The day-to-day protocols for supply requisitions, in-house purchases, and money disbursement are implemented and managed by the CFO, the financial office, and the Principal. Strictly followed internal controls around the segregation of duties to preserve checks and balances within all financial venues of our school are strictly enforced. Examples include signing checks with two signatures, expense limits, requisition approval, two people present for counting monies, monies received log sheet, separation of duties, monitoring of items ordered by tracking packaging slips, and limited cash promotions (checks only when applicable).

All financial protocols are reviewed both internally and externally on a yearly basis to ensure fidelity and compliance by all impacted parties. The administrative team review internal financial practices along with the President of the corporation and its CFO to ensure cohesive implementation.

Finally, as per 1002.33(9) F.S. an external annual audit by an independent, licensed accounting firm in accordance with section 218.39, F.S. for governmental activities and fund balances.

B. Explain the mechanisms the governing board will use to monitor the school's financial health and compliance.

The CFO and the Principal prepare the yearly and monthly budget reports to present to the President and the Board of Directors for review and final approval.

The President and CFO review monthly financial statements, outlining monthly cash flow and approved monies spent.

The Board of Directors, President, CFO, and the Principal can make recommendations to amend the budget when deemed necessary to ensure financial health and compliance, to be approved accordingly.

Additionally, the annual budget and monthly statements is submitted for review and approval to our sponsor and follow all requirements in accordance with 1002.33(9) F.S.

C. Describe the school's plans and procedures for conducting an annual audit of the financial operations of the school.

The Board of Directors employs an independent external auditor to audit the annual financials as selected via an RFP process to ascertain the financial health of the Renaissance Arts and Education, Inc. in accordance with section 218.39, F.S. for governmental activities and fund balances.

Each dba of Renaissance Arts & Education, Inc. shall have an independent audit report to ensure the financial health and internal controls are in alignment with Board reporting requirements as well as financial institutions and external lenders.

D. Describe the method by which accounting records will be maintained.

Accounting records are maintained in accordance with generally accepted accounting principles in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

A separate electronic accounting system is maintained using QuickBooks software with a chart of accounts set out per red-book guidelines. Financial statements are produced per district guidelines and templates established per their instructions.

Currently Renaissance Arts & Education, Inc.'s dba Manatee School For the Arts utilizes software, structure, personnel, and procedures are in place. Software costs for QuickBooks user licenses are already included in the current budget.

E. Describe how the school will ensure financial transparency to the authorizer and the public, including its plans for public adoption of its budget and public dissemination of its annual audit and financial report.

Manatee School For the Arts follows practices and procedures in compliance with public, district and state rules since our incorporation in 1998. All information concerning its annual audit is placed for public consumption on our website together with its budget. All Board meetings are announced on the public website for public participation according to sunshine rules. All financial compliance reporting is submitted to the district monthly, quarterly, and annually as directed. Renaissance Arts & Education, Inc. has additional external debt related covenants and reporting obligations as a matter of public record which requires public annual audits.

F. Describe any key back-office services to be outsourced via contract, such as business services, payroll, and auditing services. Include the anticipated costs of such services and criteria for selecting such services.

The Board of Directors employs an independent external auditor to audit the annual financials to ascertain the financial health of the organization in accordance with section 218.39, F.S. Audit services are bid out via a public RFP every three years. Payroll services are contracted to a PEO service provider. Basic payroll entry, accounts payable, accounts receivable and financial reporting are supervised via Renaissance

Arts & Education, Inc.'s dba Manatee School For the Arts (MSA). Manatee School For the Arts' Human Resource staff are responsible for validating documentation and approving requisitions, purchase orders and payments per authorization levels agreed upon by the Board. Employees in the Accounting department of MSA are responsible for processing said documentation and payment requests the school for validation and authorization of payments (signature requirements). Internal controls over cash, bank, and payment methods (check/credit card) are monitored between the Principal and the President of the corporation and reported to its Board of Directors.

External auditor costs for both financial statements and 401K audit services are budgeted to be twenty thousand dollars annually. PEO HR and Payroll services are conducted at market rates and are charged based on a per employee basis per payroll run for both hourly and salaried persons and are included into the payroll costs.

G. Describe how the school will store financial records.

All financial paper records are stored in a secure locked room archived in accordance with retention policies set out by the state. Computer based computer records are stored electronically backed up onsite and offsite additionally maintained by a contracted third party.

H. Describe the insurance coverage the school will obtain, including applicable health, workers compensation, general liability, property insurance, and directors' and officers' liability coverage.

Insurance coverage is secured by Renaissance Arts and Education, Inc. to include property, health and medical, workers compensation, and general liability for all faculty and staff. In addition, general liability, and directors' and officers' liability coverage is already provided under Renaissance Arts and Education, Inc. via its broker EGIS Insurance including but not limited to the following amounts:

$1,000,000.00 Commercial General Liability Insurance
$1,000,000.00 Automobile Insurance (Buses & Named Persons)
$5,000,000.00 Umbrella Insurance (includes Cyber, Crime, etc.)
$2,000,000.00 School Leaders Liability & Employment Practices Liability (D&O)
$1,000,000.00 Student Accident Insurance
$1,000,000.00 Abuse and Molestation Insurance
$26,000,000.00 Building & Contents Property Schedule, Inland Marine, Business Interruption

Workers Compensation Insurance has been secured thru its PEO provider currently Paychex Health insurance is provided to employees at subsidized rates depending upon the plan they select as offered via its PEO provider portal. For budgeting purposes an average rate of $4,500.00 US dollars per person was included into the budgeted payroll costs based which is representative of actual cost subsidy levels maintained by Manatee School For the Arts for its employees.

Life Insurance is paid for full-time employees thru Mutual of Omaha via its PEO provider and is provided for up to one time the employees annual salary. These costs are included into the payroll benefits calculation included in the budget.

Manatee School for the Arts
Charter School Renewal Summary Table **January 2023**

Area Reviewed	Compliance Indicators	Summary Notes and Recommendations
Curriculum and Instruction	14/14	Evidence of grade level collaboration. Researched based instructional strategies (ex: Hattie's Visible Learning). Teacher whiteboards consistently contained agenda and learning targets. Positive school culture including strong classroom management and positive relationships between staff and students. Student work visible on walls in classrooms Utilize a research-based comprehensive curriculum for Science and Social Studies in lieu of a composite of Teachers Pay Teachers and other various materials. Extend explicit vocabulary instruction beyond defining key terms. Revisit differentiated instruction, only observed small group instruction in Intensive Reading classrooms. Plan professional development on student engagement
Assessment	10/10	All indicators were observed.
Finance & Operations	26/27	Monthly Financial submission-several dates late submission latest was 10 days late, usually 1-2 days late. Bond to build new elementary school – city of Palmetto, other capital expenditures via Sales Tax grants
Safety & Security	24/25	Notation that the Family Reunification Plan is to be completed by 1/31/2023.
ESE	9/9	There were documents and examples of indicators.
ESOL	7/7	Teacher lesson plans indicated adaptations for students at their level of English language proficiency. All paperwork is completed in a timely manner.
Facilities	12/13	Recommended that a log be kept with type of drill, date and time performed and any notes about the actions taken on the drill. This applies to fire drills practicing both primary and secondary routes, tornado drills, lock downs (active intruders) and bus drills.
Food Service	11/11	Food Service program is in compliance.
Governance	14/14	
Human Resources	11/11	It is being recommended the language regarding drug-free workplace be consolidated in one single policy statement in the employee handbook (Drug-Free Workplace Act of 1988 and F.S. 112.0455 Drug-Free Workplace Act.)
Insurance	8/9	No Certificate of Insurance showing district as Additional Insured.
School Parent Communication	6/6	Easy to use website, very parent friendly. Excellent evidence.
Student Support Services	20/20	Ensure appropriate staff receive training in the NEW Threat Assessment tool in FOCUS.
Technology & Information Services	10/10	
Title 1	N/A	
Transportation	27/27	MSA conducts DOE 40-hour basic school bus driver training annually, therefore no separate annual 8-hour requirement.

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School for the Arts

Reviewer: Flemming, Felix, Hocker, Wald, Platowski

Date of Visit: 12/8/22

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

CURRICULUM and INSTRUCTION			
Indicators	**Y**	**N**	**N/A**
Curriculum			
a. Evidence of a detailed curriculum plan that illustrates how students will be provided high quality instruction to attain the Sunshine State Standards (Provide a copy of plan.)	X		
b. Evidence that curriculum is aligned to B.E.S.T. standards.	X		
c. Evidence of learning goals and objectives including how goals will be evaluated to indicate academic improvement.	X		
d. Evidence of a research-based reading curriculum including differentiated strategies for students reading at, above, and below grade level.	X		
e. Evidence of an Intervention Plan for Tier 2/3 students as required by the state.	X		
f. Evidence that reading endorsement is required for instructional staff providing Tier 3 instruction.	X		
g. Evidence that there is a plan to evaluate the effectiveness of the curriculum program.	X		
Instruction			
a. Evidence that a highly qualified instructional staff is employed. (Copy of certificates)	X		
b. Evidence that the instructional staff receives training that will support the distinctive curriculum used at the charter school.	X		
c. Evidence that reading is the focus of the curriculum and that resources are provided to support the curriculum, including staff development.	X		

CURRICULUM and INSTRUCTION			
Indicators	**Y**	**N**	**N/A**
d. Evidence of an English Language Arts block structured to meet the needs of all learners.	X		
e. Evidence of additional instructional time for struggling readers as required by DOE.	X		
f. Documentation that all instructional activities are aligned to the Sunshine State Standards and are supportive of the distinctive curriculum.	X		
g. Classroom environment is reflective of the school's commitment to reading, such as classroom libraries.	X		

Additional Notes, Comments

- Evidence of grade level collaboration.
- Researched based instructional strategies (ex: Hattie's Visible Learning).
- Teacher whiteboards consistently contained agenda and learning targets.
- Positive school culture including strong classroom management and positive relationships between staff and students.
- Student work visible on walls in classrooms and hallways.
- Effective use of instructional time.
- Strong focus on vocabulary (key terms, word walls, etc.).
- Consistent use of Google classroom by teachers and students.
- Large variety of course offerings geared towards student interests.
- Arts integrated into core courses.
- Evidence of progress monitoring plan for all core areas.
- Leadership team was well versed in curriculum and instruction and showed evidence of strong professional development plan for staff.

Recommendations

- Utilize a research-based comprehensive curriculum for Science and Social Studies in lieu of a composite of Teachers Pay Teachers and other various materials.
- Extend explicit vocabulary instruction beyond defining key terms.
- Revisit differentiated instruction, only observed small group instruction in Intensive Reading classrooms.
- Plan professional development on student engagement.

14 indicators out of 14 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School for the Arts

Reviewer: Evan McCarthy and Jessica Kearbey

Date of Visit: 12/6/22

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

ASSESSMENT			
Indicators	**Y**	**N**	**N/A**
a. Description of method used to identify the educational strengths and needs of students	X		
b. Evidence of an accountability plan including a method for reporting the results to the charter school community. (Evaluation of educational program)	X		
c. Evidence of progress monitoring plan. (Copy of plan)	X		
d. Implementation of the district Student Progression Plan:	X		
1. Students participate in all age-appropriate district and state assessments. (Copy of School's testing calendar)	X		
2. Results are communicated to parents.	X		
3. Procedures are in place to report quarterly grades and mid-term progress to parents/guardians and students.	X		
4. Students performing below grade level in reading, writing, mathematics, or science are identified and provided remedial instruction.	X		
5. Procedures are in place for graduation, promotion, remediation, retention including a process for communicating to parents/guardians and students.	X		
6. Procedures are in place for conducting annual teacher evaluations, including observation of instruction, student	X		

growth ratings based on assessment data, and processes are in place for working with lower performing teachers.			
Assessment (continued)			

Additional Notes, Comments

All indicators were observed.

- DRA, FSA, FAST PM data, and Reading Plus to create groupings
- Website and State of the School Presentation for communication with the community
- Data chats with students twice a month
- Assessment Calendar included
- FOCUS, paper reports, EdConnect, and Social Media to communicate student and school results
- Student Progression Plan Provided
- Teacher Evaluation Handbook provided

Recommendations

10 indicators out of 10 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School for the Arts

Reviewer: Kathee Troiani

Date of Visit: 12-8-22

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status

FINANCE AND OPERATIONS			
Indicators	**Y**	**N**	**N/A**
1. Budget Preparation			
a. Identify the person who is the financial contact for the day-to-day information.	X		
b. Evidence of an established budget planning process. Provide a copy of procedures or provide a narrative of the budget process.	X		
c. Evidence that estimates are reasonably accurate.	X		
d. Evidence that budget has been approved by Governing Board and amended as required to safeguard finances. Copy of minutes.	X		
e. Evidence that state accounting code structures or a compatible cross-walk accounting structure is used. (Copy of chart of accounts).	X		
2. Financial Accounting			
a. Evidence of fiscal accounting system for various funds – General, Special Revenue, Capital Outlay.	X		
b. Evidence that expenditures do not exceed available resources in each fund.	X		
c. Evidence of financial accounting policies and procedures. (Copy of and access to procedures manual.)	X		
d. Evidence that monthly financial statements filed timely with the District.		X	
e. Evidence that annual audit consistent with all current GASB pronouncements and submitted by the required date.	X		
f. Evidence that the independent auditor conducted an exit interview with the chair of the governing board and principal	X		

FINANCE AND OPERATIONS			
Indicators	**Y**	**N**	**N/A**
within seven (7) business days to report any findings if the audit reveals a deficit financial position. A final annual financial audit report shall be provided to the entire Governing Board, the District, and DOE, within 14 business days after the exit interview with the independent auditor.			
g. Evidence that the annual progress report includes documentation of charter school's financial status.	X		
h. Evidence that capital projects allocation expended in accordance with approved plan.	X		
i. Established system of accounting for fixed assets by funding source in accordance with Rules of the Auditor General 10.400 (Provide a copy of procedures or provide a narrative of the fixed asset accounting process.).	X		
j. Evidence of a property records inventory (Copy of report). 34 CFR 74.34(f) by funding source.	X		
k. Cost report data submitted to District by required date; due to the state on Sept. 11.	X		
l. Evidence of how records are stored and maintained.	X		
m. Evidence of internal controls.	X		
3. Grants Accounting (If applicable)			
a. Established grant accounting procedures. (Copy of or access to procedures manual) 34 CFR 74.21(b)(6), 34 CFR 76.530, 34 CFR 76.702, and OMB Circular A-110	X		
b. Grant application presented to District in a timely manner for appropriate signatures.	X		
c. Evidence that grant files are adequately maintained. (Access to grant files) i. Grant proposal ii. Correspondence to and from Finance iii. Expenditure records iv. Budget amendments v. Inventory list of equipment vi. Personnel logs 34 CFR 74.21(b)(6), 34 CFR 76.730, and OMB Circular A-110	X		
d. Evidence that grant files maintained three (3) years after the grant period ends. 34 CFR 74.53(b)	X		
e. Monthly FA399 reports submitted timely with appropriate documentation. 34 CFR 76.700, 34 CFR 76.722 f.	X		
g. Submit a final FA399 within 30 days after the grant period ends.	X		

FINANCE AND OPERATIONS			
Indicators	**Y**	**N**	**N/A**
4. Financial Viability			
a. Maintained adequate cash flow to meet salary and benefit requirements.	X		
b. Met financial obligations to District and other vendors.	X		
c. Maintain an adequate fund balance.	X		

Additional Notes, Comments

1d) Monthly Financial submission-several dates late submission latest was 10 days late, usually 1-2 days late.
2h) Bond to build new elementary school – city of Palmetto, other capital expenditures via Sales Tax grants

Recommendations

26 indicators out of 27 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School for the Arts

Reviewer: Pat Bartholomew & Sally Porter

Date of Visit: December 5, 2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

School Safety and Security Indicators	Y	N	N/A
1. Alyssa's Alert			
a. Evidence of compliance with Alyssa's Alert Testing collaboratively between the local school district, public safety agencies, and local public safety answering point- PSAP.	X		
b. Evidence that System testing was scheduled across all devices after system updates and conducted within Quarter 1.	X		
c. Evidence of a mobile panic alert system with an FDOE approved vendor, with signed contract.	X		
2. Active Assailant			
d. Evidence that the school has adopted a nationally recognized Active Assailant Response Plan and all personnel are trained annually.	X		
e. Evidence that the Florida Safe School Assessment Tool (FSSAT) has been completed.	X		
f. A copy of the Proposed Emergency Drills Schedule for the current school year.	X		
g. Evidence that two fire drills were completed within the first 30 days.	X		
h. Evidence that the school implements and promotes the use of **Fortify Florida** as evidenced by application on all mobile devices, bookmarked on all computer devices used by students; advertised on the school website; posted on the campus; included in newsletter and school publications.	X		

School Safety and Security Indicators	Y	N	N/A
i. Evidence the school conducts monthly Active Assailant Drills and proof that a Law Enforcement Officer is physically present and directly involved.	X		
j. Evidence of Monthly Threat Assessment Team Meetings including an administrator; mental health counselor; educator; and Sheriff's officer, Police Office or SRO are present in the meetings.	X		
k. Evidence the TAT team completed training through the Office of Safe Schools Staff and sent an employee through the train the trainer program.	X		
l. Evidence the Safe School Officer is present, at a minimum, during the school day when the school facility is open for instruction. A copy of the monthly attendance reporting is completed.	X		
3. Mental Health & Safe Schools			
m. Evidence the school has a Mental Health Plan on file.	X		
n. Evidence the faculty/staff received Mental Health Initial and Refresher training.	X		
o. Evidence that 80% of school-based personnel received MH awareness and assistance training or have a plan to train by end of school year.	X		
p. A copy of the Safe Schools Expenditures Worksheet detailing how Safe Schools funds were expended for the prior school year.	X		
q. A copy of the Safe Schools Policy and Safe Schools Funds form and provide the Charter School Website URL's and contact names on the form.	X		
r. Evidence that all student identification cards issued by the school to students in grades 6-12 must include the telephone numbers for national or statewide crisis and suicide hotlines and text lines.	x		
s. Evidence that the principal has all school persons responsible for SESIR information participate in the required training.	X		
t. Evidence that SESIR data is accurately and timely reported.	X		
u. Evidence that the school adopted a family reunification plan.		X	
v. Evidence that every classroom door is closed and locked with the ability to conceal occupancy when class is in session.	X		
4. Jeffrey Johnston Act			
w. Evidence that the school has implemented a bullying and harassment policy.	X		

School Safety and Security Indicators	Y	N	N/A
x. Evidence that an anti-bullying and harassment program is implemented in a manner that is ongoing throughout the school year; integrated with the school's curriculum; is evident in the school's discipline policies and other violence prevention efforts.	X		
5. Jessica Lunsford Act			
y. Evidence that there is a single point of entry with clear visitor screening procedures.	X		
Additional Notes, Comments Notation that the Family Reunification Plan is to be completed by 1/31/2023.			
Recommendations			

24 indicators out of 25 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School for the Arts

Reviewer: Maribeth Mason & Sharon Rawls

Date of Visit: 12-06-2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

EXCEPTIONAL STUDENT EDUCATION (ESE)			
Indicators	**Y**	**N**	**N/A**
a. Procedures are in place and followed for determining eligibility and placement in the least restrictive environment and the provision of special education and related services to ESE students as set forth in the IDEA guidelines.	X		
b. IEPs are current *and* evidence that all staff have been informed of their specific responsibilities related to implementing the IEP.	X		
c. Personnel are trained in IEP development.	X		
d. Teachers have appropriate ESE certification	X		
e. Matrices are completed by District personnel.	X		
f. ESE education and related services are being delivered as indicated on the student's IEP.	X		
g. Required three year evaluations are completed on or before the due date.	X		
h. ESE students are receiving instruction at a level of rigor and relevance commensurate with the Florida State Standards. Evidence of material used.	X		
i. Evidence of the provision of services to gifted and talented students as indicated in students' EP's.	X		

(continued on next page)

EXCEPTIONAL STUDENT EDUCATION (ESE)	(continued)
Additional Notes, Comments There were documents and examples of indicators. It was organized by indicators.	
Recommendations	

9 indicators out of 9 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School for the Arts

Reviewer: Debra Estes

Date of Visit: December 6, 2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

ENGLISH as a SECOND LANGUAGE (ESOL) STUDENTS			
Indicators	**Y**	**N**	**N/A**
a. The ESOL program meets all requirements to ensure compliance with the META Consent Decree.	X		
b. All ESOL documentation will be filed electronically in Project ELL.	X		
c. Documentation of all testing for eligible students is available in the electronic student file in Project ELL.	X		
d. ESOL strategies and accommodations are being provided as indicated on the student's ELL Plan and documented on teacher lesson plans.	X		
e. ESOL staff is appropriately endorsed. Out-of-field staff information is documented and shared with parents/families.	X		
f. ESOL students are receiving instruction at a level of rigor and relevance commensurate with the Florida Standards and at their level of English language proficiency as measured by ACCESS 2.0 for ELLs.	X		
g. Classroom environment supports language development (classroom labels, use of dictionaries and/or glossaries, visuals/anchor charts).	X		
Additional Notes, Comments MSA is very organized, and teachers are very aware of who their ELLs are and the support they need/require. Teacher lesson plans indicated adaptations for students at their level of English language proficiency. All paperwork is completed in a timely manner.			
Recommendations			

7 indicators out of 7 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School for the Arts

Reviewer: Sally Porter

Date of Visit: 12/05/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

FACILITIES			
Indicators	**Y**	**N**	**N/A**
a. A copy of the initial Certificate of Occupancy issued by the Code Enforcement Department of jurisdiction is on file at the school and has been submitted to the district, including a copy to cover any renovations.	X		
b. A copy of each annual Fire Safety Inspection performed by the Fire Marshall of jurisdiction is on file at the school and submitted to the district.	X		
c. A copy of the semi-annual County Health Department sanitation inspection is on file at the school and submitted to the district, including standards for serving food and drinking water.	X		
d. A copy of the annual Elevator Inspection (if applicable) is on file at the school and has been submitted to the district.	X		
e. A copy of the schedule for Evacuation and Fire Drills for each school year as required by the Fire Marshall of jurisdiction including the dates and comments of actual drills performed. Unannounced drills shall be performed a minimum of every other month. This documentation is on file at the school and has been submitted to the district. Any time remodeling or renovation occurs, an updated copy of the floor plans shall be available at the school and submitted to the district.		X SEE NOTES	
f. A copy of the current building floor plans to scale indicating all rooms, corridors, doors, windows, and fire exits. All rooms shall be labeled with square footage noted and a fire exiting path shall be indicated for each occupied space. Any time remodeling or renovation occurs, an updated copy of the plan shall be available at the school.	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

FACILITIES			
Indicators	**Y**	**N**	**N/A**
g. Evidence provided to the district that the facility is properly insured by the charter school entity.	X		
h. Evidence provided to the district that procedures are in place to manage and regulate hazardous materials.	X		
i. Evidence provided to the district that procedures are in place to ensure the compliance with the Globally Harmonized System (GHS) labeling requirements for hazardous product used in the maintenance activities of each charter facility to be sure that products are properly labeled.	X		
j. Evidence provided to the district that provisions have been made for the proper maintenance and upkeep of school plants, so that students and staff may attend school without sanitary or physical hazards, and provide for the necessary heat, lights, water, power, and other supplies and utilities necessary for the operation of the school.	X		
k. Evidence provided to the district that records are kept showing that Resource Conservation and Recovery Act (40 CFR Part 243-Guidelines for the Storage and collection of Residential, Commercial and Institutional solid Waste) requirements for storage, transport, emergency contingency plans, employee training, and proper disposal are met.	X		
l. Evidence provided to the district that fire sprinklers, fire alarms, fire extinguishers, and other safety equipment have been inspected and tested annually. (Copy of dated records)	X		
m. F.S. 1013.35 School District Educational Facilities Plan is due annually to DOE. Provide evidence that the following information must be reported to the district to complete the report: 1. Location of charter: **700 Habin Blvd, Palmetto, FL** 2. Number of relocatables: **0** 3. Owner: **MSA** 4. Year started/scheduled: **1998** 5. Total number of student stations: **2527** 6. Current student enrollment: **1930** 7. Years in contract: **25** 8. Charter school projections: **2000-2400**	X		
Additional Notes, Comments A drill schedule was produced for proof in Section e. Recommended that a log be kept with type of drill, date and time performed and any notes about the actions taken on the drill. This applies to fire drills practicing both primary and secondary routes, tornado drills, lock downs (active intruders) and bus drills. Mr. Zickafoose is working on updating the SDS logbook for chemicals.			
Recommendations			

12 indicators out of 13 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School for the Arts

Reviewer: Jennifer Davis and Shelley Deutschle

Date of Visit: December 6,2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

FOOD SERVICE			
Indicators	**Y**	**N**	**N/A**
a. Evidence of procedures and policies covering the administration and operation of the school food service program.	X		
b. Evidence that the Governing Board has adopted policies to provide for an appropriate food and nutrition program for students consistent with Federal and State law.	X		
c. Evidence that free and reduced meals are available for eligible students.	X		
d. Free and reduced lunch applications are current and on file. The students have been appropriately coded in the district data management system.	X		
e. The charter school has a current Wellness Policy approved by the Florida Department of Agriculture.	X		
f. The charter school is using menus approved by the Florida Department of Agriculture.	X		
g. Meals served meet guidelines for meal components and portions as defined by age/grade and comply with applicable USDA regulations.	X		
h. Procedures are in place to ensure that storage and handling of foods are appropriate to sanitation standards.	X		
i. Current operating permit from the Health Department is posted.	X		
j. Production records documenting menu items. Portion sizes, amount prepared and served are kept on a daily basis.	X		
k. Evidence that the charter school's non-profit Food Service account is account is in good standing	X		

(continued on next page)

FOOD SERVICE	(continued)
Additional Notes, Comments Food Service program is in compliance.	
Recommendations	

11 indicators out of 11 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School for the Arts

Reviewer: Dr. Valerie Hyer and Denise Brigg

Date of Visit: 12/8/22

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

GOVERNANCE			
Indicators	**Y**	**N**	**N/A**
1. The following essential documents are available, up-to-date, signed, dated, appropriately organized, readily accessible, and professionally presented in a notebook or file.			
a. Charter School application, contract, and any amendments.	X		
b. Incorporation papers with bylaws (Include renewals).	X		
c. Evidence that the Governing Board has completed the required Governance Training	X		
d. Evidence that the Governing Board has undergone background screening.	X		
e. Evidence of documentation informing parents how to register a complaint or place an item on the Governing Board Agenda.	X		
f. Evidence that parents are aware of how to contact the Governing Board.	X		
g. A set of documents organized chronologically containing Governing Board meeting announcements, meeting agendas (including citizen input) and meeting minutes (dated and signed). These items should be available upon request.	X		
h. Evidence of policies that have been adopted by the Governing Board. Each policy is dated, signed and adoption dates are included in minutes.	X		
i. Provide an organization chart for the school, including the relationship of the Board to the school's leadership.	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

GOVERNANCE			
Indicators	**Y**	**N**	**N/A**
j. Provide a list of current Board members. Provide a brief description of the person's background.	X		
2. Parents are informed about the procedures by which the charter school resolves disputes.	X		
3. Evidence of timely submission of the state required Annual Report indicating compliance in all areas or a corrective action plan for areas out of compliance.	X		
4. Description of the required qualifications of teachers and the strategies used to recruit, hire, train and retain qualified staff to achieve the best teaching and learning results.	X		
5. Evidence that the school's mission/vision is reflected in the school's climate.	X		
Additional Notes, Comments			
Recommendations			

14 indicators out of 14 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School for the Arts

Reviewer: Dr. Silvana Ianinska

Date of Visit: December 5, 2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

HUMAN RESOURCES			
Indicators	**Y**	**N**	**N/A**
a. Policies and procedures for the appointment, compensation, promotion, suspension and dismissal of employees are documented and approved by the Governing Board. (Evidenced in minutes.)	X		
b. All employees and Governing Board members have been fingerprinted and have Florida Department of Law Enforcement background screenings on file at the school. (1012.32, 1002.33 (12) (g))	X		
c. School policy for a drug-free workplace is kept on file.	X		
d. Evidence that job descriptions are on file for all employees, including the principal.	X		
e. Evidence of an employee agreement/contract is on file for each employee including the principal. The agreement should include salary, duties, and dates of employment.			X
f. Evidence of teacher certification document kept in files.	X		
g. Evidence for licenses of professional staff: Speech/Language Pathologist, Physical Therapist, Occupational Therapist on file.	X		
h. Personnel files are maintained appropriately including copies or the following documents: social security card, driver's license, employment application, employment contract, references, official transcript, teaching certificate, license, evaluation, medical records, I-9 forms, W-4 payroll form, current year evaluation	X		

HUMAN RESOURCES			
Indicators	**Y**	**N**	**N/A**
i. Evidence of staff development opportunities including topic, date and list of participants.	X		
j. A complete list of charter school employees is on file, including name, address and phone number.	X		
k. Evidence of policies and procedures for sick leave/personal leave.	X		
l. Evidence that a policies and procedures manual is made available to personnel.	X		

Additional Notes, Comments

Note for indicator (a): MSA contracts with ADP for payroll and HR administrative personnel policies and procedures and conducts rigorous vetting when hiring employees. and (e.)

Note for indicator (e): I marked it not applicable because although there are procedures for the recruitment and hiring of employees, and specifically hiring qualified certified teachers in accordance with Florida Statute and salary schedules for placement, employment is at will with verbal employment contracts. The board approves budget and salaries as evidenced in board minutes.

Note for indicator (c): Reference to a drug-free workplace/environment and requirements appear in several documents, including the employee handbook but it is not a one policy statement.

Recommendations:

It is being recommended the language regarding drug-free workplace be consolidated in one single policy statement in the employee handbook (Drug-Free Workplace Act of 1988 and F.S. 112.0455 Drug-Free Workplace Act.)

11 indicators out of 11 met with compliance.

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School for the Arts

Reviewer: Bill Kelley, Risk Management

Date of Visit: Desk Review

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

INSURANCE			
Indicators	**Y**	**N**	**N/A**
a. Insurance policies are on file documenting active coverage with minimum limits as set forth in the charter contract.	X		
b. School Leaders-Errors & Omissions	X		
c. Commercial General Liability	X		
d. Workers' Compensation/Employers Liability	X		
e. Property Insurance (*including boiler and machinery coverage)*	X		
f. Benefits Administration Coverage (to provide employee benefits i.e. health, life)	X		
g. Automobile Liability Insurance	X		
h. Evidence that the certificates of insurance have been provided to the district office indicating the district as an additional insured.		X	
i. Liability limits of one million per occurrence and two million aggregate.	X		
Additional Notes, Comments Policies provided for coverage, but no Certificate of Insurance showing district as Additional Insured.			
Recommendations			

8 indicators out of 9 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School for the Arts

Reviewer: Dr. Valerie Hyer and Denise Brigg

Date of Visit: 12/8/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

SCHOOL-PARENT COMMUNICATION			
Indicators	**Y**	**N**	**N/A**
a. Evidence that the charter school provide parents with sufficient information related to student achievement.	X		
b. Describe method used to share accountability plan with parents.	X		
c. Evidence that qualifications of teachers have been communicated to parents. (Out-of-field letters)	X		
d. Evidence that school has a policy to keep parents informed of student progress, student programs, student attendance and the availability of academic assistance.	X		
e. Provide evidence that the charter school student has been provided an opportunity to participate in interscholastic extracurricular activity. (1002.33 (11))	X		
f. Provide a copy of the school's daily schedule, annual calendar, including number of days and hours of instruction.	X		
Additional Notes, Comments Easy to use website, very parent friendly. Excellent evidence.			
Recommendations			

6 indicators out of 6 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School for the Arts

Reviewer: Bennett, Volkhardt-Rossnagle, Heffner, Kennedy, Miller

Date of Visit: 12/6/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

STUDENT SUPPORT SERVICES			
Indicators	**Y**	**N**	**N/A**
a. Clinic area is managed appropriately.	X		
b. Health services are managed appropriately, including the administering of medication. (Copy of Policy and Procedures)	X		
c. School has a Code of Student Conduct in use. (Copy of Code of Conduct and any Behavioral Contracts)	X		
d. Description of procedure for the dismissal of students. (Copy of procedures)	X		
e. Student records are appropriately managed, including an access log.	X		
f. Student cumulative records are stored appropriately.	X		
g. A copy of the semi-annual county Health Inspection is on file.	X		
h. Evidence of any community partnerships.	X		
i. Abuse Reporting (mandated) and documentation	X		
j. Documentation of Suicide Prevention training for staff (required) *Currently at 60% of staff trained*	X		
k. Evidence Manatee County Student Progression Plan is being followed.	X		
l. Evidence that Middle and High School courses meet NCAA requirements	X		

m. Evidence of Course Acceleration opportunities for students (FLVS, Dual Enrollment)	X		
STUDENT SUPPORT SERVICES (continued)			
Indicators	**Y**	**N**	**N/A**
n. Course Recovery options for Middle and High School students (required)	X		
o. Evidence of Character Education (required) and bullying prevention.	X		
p. Appropriate teachers/staff are aware of Section 504 plan accommodations for students.	X		
q. The school's annual Mental Health Plan (per SB7030) is available and being followed.	X		
r. In accordance with SB7030 MH reporting requirements related to mental health services are transferred at the time of student initial registration or transfer of student records.	X		
s. In accordance with SB 7030, the use of a behavioral threat assessment instrument developed by the OSS is in place.	X		
t. Upon student transfer to a different school, verification of any interventions services provided remain in place until the threat assessment team of the receiving school determines the need for intervention services.	X		

Additional Notes, Comments

t—Have not had a situation where it was necessary to document this, however, they are knowledgeable about the process. Currently enter threat assessment in FOCUS however, they have not been trained in the NEW Threat Assessment tool in FOCUS.

Recommendations

20 indicators out of 20 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School for the Arts

Reviewer: BLACK, SAUER, SCHRIER, SANDELIS, SLAFF

Date of Visit: 12/8/2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

TECHNOLOGY AND INFORMATION SERVICES (TIS) PLANNING AND ACCOUNTABILITY			
Indicators	**Y**	**N**	**N/A**
a. Attendance records are on file to verify students in attendance during the October and February DOE FTE survey weeks.	X		
b. Signed original documentation for DOE FTE is submitted to the Student Information Systems Department.	X		
c. School has sufficient equipment and trained personnel sufficient to fulfill data management requirements.	X		
d. Evidence that an active FTE team is functioning to monitor the FTE process.	X		
e. Daily automated student system is maintained such that new data, missing data, and data requiring updates are handled in a prompt and timely manner.	X		
f. Staff responsible for data management attends the regularly scheduled district training to ensure accuracy of data.	X		
g. Technology and Internet Safety Policy for SDMC is followed, ensuring that student technology educational experiences are consistent with the goals of SDMC.	X		
h. Technology equipment is compatible with district equipment.	X		
i. Evidence that staffing information is appropriately reported in the student data system.	X		
j. Evidence that students have access to technology.	X		

(continued on next page)

TECHNOLOGY AND INFORMATION SERVICES (TIS) PLANNING AND ACCOUNTABILITY	(continued)
Additional Notes, Comments	
Recommendations	

10 indicators out of 10 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Manatee School for the Arts

Reviewer: J. Warrington & L. Ottinger

Date of Visit: 12-7-2022

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.
NO – Necessary information and/or evidence of documentation incomplete or is not in place.
N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

TRANSPORTATION			
Indicators	**Y**	**N**	**N/A or Monitored by SDMC**
1) Evidence that transportation is provided consistent with Florida Statute 1006, 1012.45, and Florida Administrative Code 6A-3.	X		
a) For Each Driver:			
i) CDL with P & S endorsements and no air brake restrictions	X		
ii) Driving Record Reviews found in State System (Auto)	X		
(1) Annually, before the first day of the fall semester	X		
(2) Weekly Updates	X		
iii) Annual Dexterity on file (with District)	X		
iv) Current Medical Card on File	X		
v) Random Drug testing is occurring quarterly (by District)	X		
vi) 40-hour Training Certification on file (FDOE Curriculum)	X		
vii) Annual 8 hours in-service on file			X
viii) Current CPR/First Aid Card (by 11.1.2020 for existing drivers/assistants)	X		
b) Daily Pre-trip inspections on file for all buses used	X		
i) All buses used were in service	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

TRANSPORTATION			
Indicators	**Y**	**N**	**N/A or Monitored by SDMC**
c) Required 30-day bus safety inspections	X		
d) Bus evacuation drills (first 6 weeks of semester 1 & 2)	X		
e) Safe operator plan	X		
f) Policy prohibiting the use of cell phones/wireless devices while operating a school bus	X		
g) Instruction about safe practices for all riders during the first 6 weeks of school	X		
h) Parents notified in writing of their responsibilities and related school policies	X		
2) Route information for all students transported by school bus on file.	X		
3) Evidence of contract information relevant to any situation where a parent or other driver is providing transportation services.			X
4) Evidence that any vehicle owned or leased by the school and used to transport students is certified and properly insured.	X		
5) Copy of contract for student transportation is on file.			X
6) Evidence of policy and procedures to enforce high standards for student conduct on school buses.	X		
7) Spare bus(es) back-up plan in the event a bus is out of service.	X		
8) Accident procedures are on file.	X		
9) Evidence that transportation is not a barrier to equal access to the charter program.	X		
Additional Notes, Comments MSA conducts DOE 40-hour basic school bus driver training annually, therefore no separate annual 8-hour requirement.			
Recommendations			

27 indicators out of 27 met with compliance

Manatee School for the Arts

700 Haben Boulevard, Palmetto FL 34221 | (941) 721-6800 | https://www.msfta.org/
Grades 6-12 | Enrollment 1935 | School Specialty Program – Performing Arts | Principal – Dr. Bill Jones

School Information			
Management Company	No	**High Performing Status**	No
Title I	No	**Accredited**	Yes / COGNIA
Board President	David Kraner	**Contract Term**	2008-2023
Year Open	1998	**Grades Served**	6-12

Enrollment			
Demographics	**2019-20**	**2020-21**	**2021-22**
Total Enrollment	2029	1897	1902
% Free and Reduced Lunch Program (FRLP)	51%	51%	54%
% Students with Disabilities (SWD)	8%	8%	10%
% English Language Learners (ELL)	5%	5%	7%
% Black	10%	10%	10%
% White	49%	46%	42%
% Hispanic	35%	37%	39%
% Other	6%	7%	6%

Academic Performance			
Indicators	**2019-20**	**2020-21**	**2021-22**
FLDOE School Accountability Grade	B	B (91% tested)	B
English Language Arts: % Proficiency		56%	55%
English Language Arts: % Learning Gains		58%	50%
Mathematics: % Proficiency		46%	45%
Mathematics: % Learning Gains		35%	44%
Middle School Acceleration and College/Career Readiness	38%	25%	54%
Graduation Rate	97%	97%	91%
Corrective Action (Yes/No)	No	No	No
Has Met Contract Performance Goals (Yes/No)	Yes	Yes	Yes

Operational Compliance and Governance			
Compliance Monitoring	**2019-20**	**2020-21**	**2021-22**
Charters.Link	89%	86%	85%
The Compliance Rating is based on the timeliness and completeness of the school's compliance with the charter contract, certain local, state and federal legal requirements, and directives/regulations issued by the FLDOE or similar jurisdictional agencies as calculated by the District's online charter school compliance system.			

Financial Performance			
Financial Performance Indicators	**2019-20**	**2020-21**	**2021-22**
Annual Revenue	$18,334,475	$19,499,780	$19,510,223
Expenditures	$33,855,465	$19,471,414	$36,835,564
Fund Balance	$3,198,655	$5,227,021	$7,430,048
Financial Deteriorating Condition (Yes/No)	No	No	No
Financial Corrective Action (Yes/No)	No	No	No

This document is a tool intended to inform stakeholders of a charter school's overall profile and not as a scored performance framework. A performance framework is a group of scored metrics that result in overall ratings. A school profile is a collection of critical but unscored information and/or metrics about a school that can be widely shared alongside the rating of a school's performance and quality.

ELA FAST PM1 and PM2 Charter Schools

Grade 6

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	38%	24%	18%	15%	5%	36%	24%	18%	16%	6%	-2%	0%	0%	1%	1%
District	36%	25%	19%	15%	5%	38%	23%	19%	15%	5%	2%	-2%	0%	0%	0%
2104-Manatee School for the Arts	32%	30%	21%	13%	3%	38%	28%	20%	10%	5%	6%	-2%	-1%	-3%	2%

Grade 7

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	43%	23%	18%	12%	5%	39%	22%	19%	13%	7%	-4%	-1%	1%	1%	2%
District	45%	23%	17%	11%	4%	44%	23%	17%	11%	5%	-1%	0%	0%	0%	1%
2104-Manatee School for the Arts	41%	26%	18%	12%	3%	42%	29%	15%	9%	5%	1%	3%	-3%	-3%	2%

Grade 8

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	46%	21%	17%	10%	5%	44%	20%	18%	11%	7%	-2%	-1%	1%	1%	2%
District	46%	22%	18%	9%	5%	47%	21%	17%	10%	5%	1%	-1%	-1%	1%	0%
2104-Manatee School for the Arts	45%	26%	16%	9%	3%	39%	28%	19%	9%	6%	-6%	2%	3%	0%	3%

Grade 9

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	42%	23%	16%	13%	5%	39%	22%	17%	14%	7%	-3%	-1%	1%	1%	2%
District	42%	24%	17%	13%	4%	41%	23%	17%	13%	6%	-1%	-1%	0%	0%	2%
2104-Manatee School for the Arts	27%	34%	21%	12%	5%	31%	28%	21%	12%	7%	4%	-6%	0%	0%	2%

Grade 10

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	43%	22%	16%	13%	6%	40%	21%	16%	15%	8%	-3%	-1%	0%	2%	2%
District	44%	22%	16%	12%	5%	45%	22%	15%	12%	6%	1%	0%	-1%	0%	1%
2104-Manatee School for the Arts	36%	21%	22%	15%	6%	39%	26%	16%	14%	6%	3%	5%	-6%	-1%	0%

MATH FAST PM1 and PM2 Charter Schools

Grade 6

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	54%	27%	14%	4%	0%	35%	28%	23%	11%	2%	-19%	1%	9%	7%	2%
District	44%	29%	19%	8%	0%	29%	29%	25%	14%	2%	-15%	0%	6%	6%	2%
2104-Manatee School for the Arts	53%	30%	13%	4%	0%	38%	36%	17%	7%	1%	-15%	6%	4%	3%	1%

Grade 7

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	56%	25%	16%	3%	1%	42%	27%	22%	7%	2%	-14%	2%	6%	4%	1%
District	49%	26%	20%	4%	0%	34%	26%	28%	10%	1%	-15%	0%	8%	6%	1%
2104-Manatee School for the Arts	62%	30%	8%	0%	0%	49%	33%	16%	2%	0%	-13%	3%	8%	2%	0%

Grade 8

	PM 1: 10/22					PM 2: 12/22					Change				
School	1	2	3	4	5	1	2	3	4	5	1-	2-	3+	4+	5+
State	66%	22%	10%	2%	0%	43%	22%	23%	8%	3%	-23%	0%	13%	6%	3%
District	80%	15%	4%	1%	0%	55%	23%	16%	4%	2%	-25%	8%	12%	3%	2%
2104-Manatee School for the Arts	88%	11%	1%	0%	0%	61%	28%	8%	1%	2%	-27%	17%	7%	1%	2%

Compliance Report As Of 01/27/2023

Manatee School For The Arts



Compliance Score

Compliance Score		
Category	All History	This Year
How many items were due up until today:	299	81
How many items are currently over due:	3	1
How many items which are currently done were handed in late:	164	59
What is the average number of times an item was submitted before being approved:	1.56	2.41
Total Score		78
Compliance Grade		C

Compliance Score Calculation

Calculations					
Category	District Weight	History		Current Year	
		Calc	Weight	Calc	Weight
Up To Date	100	296 / 299 = 0.99	99.00	80 / 81 = 0.99	98.77
Past On Time	35	135 / 299 = 0.45	15.80	22 / 81 = 0.27	9.51
Repeated Submissions	15	1 / 1.5610 = 0.64	9.61	1 / 2.4051 = 0.42	6.24
Total	150		124.41		114.51
Percentage of Possible			82.94		76.34
District Weighting of Current / Past			25%		75%
Weighted Annual Score			19.08		57.25
Final Score			77.99		

Assigned Submission Items

Manatee School For The Arts

Due Date	Title	Submitted On	Submitted By	Completed On	# Submits	Handed In
07/10/2022	Monthly Bus Inspections	09/01/2022	W. Jones	09/07/2022	4	53 days late
07/20/2022	Monthly Financial Statements	08/02/2022	W. Jones	09/06/2022	1	13 days late
07/30/2022	Governing Board Meeting Minutes and Agendas	08/02/2022	W. Jones	10/04/2022	1	3 days late
08/01/2022	Alyssa's Law Compliance	08/02/2022	W. Jones	09/06/2022	1	1 days late
08/01/2022	Annual Cost Accounting Report	08/08/2022	W. Jones	08/12/2022	2	7 days late
08/01/2022	Annual Unaudited Financial Report	08/03/2022	W. Jones	08/30/2022	1	2 days late
08/01/2022	Automotive Insurance	08/02/2022	W. Jones	08/30/2022	1	1 days late
08/01/2022	Charter School Annual Assurances	08/04/2022	W. Jones	08/12/2022	2	3 days late
08/01/2022	Comprehensive Emergency Response Plan	08/02/2022	W. Jones	09/07/2022	1	1 days late
08/01/2022	CPR Cards / First Aid Training Certificates	09/02/2022	W. Jones	09/06/2022	2	32 days late
08/01/2022	Emergency Drills Schedule TEMPLATE - PROPOSED Drills for the year	08/02/2022	W. Jones	08/15/2022	1	1 days late
08/01/2022	ESE, 504 and ELL Program Structures FORM	08/02/2022	W. Jones	09/06/2022	1	1 days late
08/01/2022	Fire Inspection	08/02/2022	W. Jones	09/06/2022	1	1 days late
08/01/2022	Food Service Plan / Contract	08/02/2022	W. Jones	08/12/2022	1	1 days late
08/01/2022	Fortify Florida Compliance	08/02/2022	W. Jones	09/06/2022	1	1 days late
08/01/2022	General Commercial Liability Insurance	08/02/2022	W. Jones	08/12/2022	1	1 days late
08/01/2022	Governing Board Meeting Schedule TEMPLATE	08/02/2022	W. Jones	08/17/2022	1	1 days late
08/01/2022	Governing Board Member Required Initial/Refresher Governance Training & Fingerprint Clearance Letters	08/03/2022	W. Jones	09/06/2022	1	2 days late
08/01/2022	Governing Board Members and Officers TEMPLATE	10/13/2022	W. Jones	10/13/2022	6	73 days late
08/01/2022	Health & Safety Inspection	09/02/2022	W. Jones	09/06/2022	2	32 days late
08/01/2022	Parent Contract	08/02/2022	W. Jones	08/15/2022	1	1 days late
08/01/2022	Professional Liability/Errors & Omissions/Directors & Officers Insurance	08/02/2022	W. Jones	08/12/2022	1	1 days late
08/01/2022	Property Insurance	08/02/2022	W. Jones	08/12/2022	1	1 days late
08/01/2022	Reading Remediation Plan	08/02/2022	W. Jones	09/06/2022	1	1 days late
08/01/2022	Record of Grants Received	08/02/2022	W. Jones	09/01/2022	1	1 days late
08/01/2022	Retained Services of Audit Firm	08/02/2022	W. Jones	09/06/2022	1	1 days late
08/01/2022	Safe School Officer Monthly Attendance Reporting	08/02/2022	W. Jones	08/15/2022	1	1 days late
08/01/2022	Safe Schools Policy and Safe Schools Funds FORM	08/02/2022	W. Jones	09/06/2022	8	1 days late
08/01/2022	Secondary Insurance for Student Athletes	08/03/2022	W. Jones	08/12/2022	1	2 days late
08/01/2022	Transportation Plan / Contract	08/02/2022	W. Jones	08/30/2022	1	1 days late
08/01/2022	Updated Budget	08/02/2022	W. Jones	09/06/2022	1	1 days late
08/01/2022	Website URLs TEMPLATE	08/03/2022	W. Jones	09/06/2022	1	2 days late
08/01/2022	Workers Comp and Employers Liability Insurance	08/02/2022	W. Jones	09/06/2022	1	1 days late
08/01/2022	Written Policies on the Care of Ill and Injured Students	08/01/2022	W. Jones	09/06/2022	8	0 days late
08/10/2022	Monthly Bus Inspections	08/10/2022	W. Jones	08/30/2022	1	0 days late
08/20/2022	Monthly Financial Statements	09/20/2022	W. Jones	10/04/2022	5	31 days late
08/30/2022	Monthly Active Assailant Drills	08/29/2022	W. Jones	09/06/2022	9	1 days early
08/30/2022	Monthly Threat Assessment Team Meetings	08/29/2022	W. Jones	09/06/2022	1	1 days early
09/01/2022	Current Personnel Roster (September)	09/06/2022	W. Jones	09/07/2022	1	5 days late
09/01/2022	Safe School Officer Monthly Attendance Reporting	10/06/2022	W. Jones	10/11/2022	3	35 days late
09/09/2022	Compliance to Class Size, Controlled Open Enrollment & Enrollment Processes	09/12/2022	W. Jones	09/19/2022	1	3 days late
09/10/2022	Charter Schools Student Code of Conduct (if different from SDMC)	08/08/2022	W. Jones	09/06/2022	4	33 days early
09/10/2022	Copy of Student / Parent Handbook (or School Policies for Students and Parents)	09/09/2022	W. Jones	09/19/2022	6	1 days early
09/10/2022	Monthly Bus Inspections	09/07/2022	W. Jones	10/12/2022	3	3 days early
09/10/2022	School Improvement Plan	09/09/2022	W. Jones	09/19/2022	2	1 days early
09/10/2022	Student Progression Plan	09/09/2022	W. Jones	10/13/2022	1	1 days early
09/20/2022	Fall Bus Evacuation Drills	09/26/2022	W. Jones	10/12/2022	6	6 days late
09/20/2022	Monthly Financial Statements	10/06/2022	W. Jones	10/26/2022	1	16 days late
09/23/2022	Annual Audited Financial Report	10/18/2022	W. Jones	10/24/2022	1	25 days late
09/30/2022	Florida Teachers Classroom Supply Assistance Program	09/26/2022	W. Jones	10/04/2022	1	4 days early
09/30/2022	Monthly Active Assailant Drills	09/26/2022	W. Jones	10/04/2022	1	4 days early
09/30/2022	Monthly Threat Assessment Team Meetings	09/26/2022	W. Jones	10/04/2022	2	4 days early
09/30/2022	Proposed Mental Health Initial & Refresher Training for Charter School Staff					PAST DUE
10/01/2022	Annual Active Assailant Staff Training - Alyssa's Alert	10/04/2022	W. Jones	10/04/2022	1	3 days late
10/01/2022	Completion of FSSAT	10/04/2022	W. Jones	10/04/2022	1	3 days late
10/01/2022	Out of Field Letters (October)	10/10/2022	W. Jones	10/11/2022	2	9 days late
10/01/2022	Safe School Officer Monthly Attendance Reporting	10/04/2022	W. Jones	10/11/2022	2	3 days late
10/01/2022	Teacher Salary Increase Allocation Distribution Plan - Board Approval	12/05/2022	W. Jones	12/07/2022	3	65 days late
10/10/2022	Monthly Bus Inspections	10/06/2022	W. Jones	10/12/2022	2	4 days early
10/15/2022	Annual Student Achievement Goals FORM	12/08/2022	W. Jones	12/15/2022	2	54 days late
10/20/2022	Monthly Financial Statements	10/25/2022	W. Jones	10/26/2022	5	5 days late
10/30/2022	Governing Board Meeting Minutes and Agendas	11/03/2022	W. Jones	11/30/2022	3	4 days late

Due Date	Title	Submitted On	Submitted By	Completed On	# Submits	Handed In
10/30/2022	Monthly Active Assailant Drills	10/31/2022	W. Jones	10/31/2022	2	1 days late
10/31/2022	Monthly Threat Assessment Team Meetings	10/31/2022	W. Jones	10/31/2022	2	0 days late
11/01/2022	Safe School Officer Monthly Attendance Reporting	11/03/2022	W. Jones	11/03/2022	9	2 days late
11/10/2022	Monthly Bus Inspections	11/14/2022	W. Jones	12/08/2022	1	4 days late
11/20/2022	Monthly Financial Statements	11/28/2022	W. Jones	11/30/2022	5	8 days late
11/30/2022	Monthly Active Assailant Drills	12/01/2022	W. Jones	12/07/2022	1	1 days late
11/30/2022	Monthly Threat Assessment Team Meetings	12/01/2022	W. Jones	12/07/2022	1	1 days late
12/01/2022	Health Services and Records FORM	12/19/2022	W. Jones	12/20/2022	2	18 days late
12/01/2022	Safe School Officer Monthly Attendance Reporting	12/05/2022	W. Jones	12/07/2022	3	4 days late
12/01/2022	Safe Schools Expenditures Survey (FDOE)	10/18/2021	W. Houston	11/03/2022	2	409 days early
12/01/2022	Safe Schools Expenditures Survey (FDOE)			11/03/2022		PAST DUE
12/10/2022	Monthly Bus Inspections	12/08/2022	W. Jones	01/10/2023	1	2 days early
12/20/2022	Monthly Financial Statements	12/20/2022	W. Jones	12/20/2022	2	0 days late
12/30/2022	Monthly Active Assailant Drills	01/13/2023	W. Jones	01/13/2023	9	14 days late
12/30/2022	Monthly Threat Assessment Team Meetings	12/15/2022	W. Jones	12/20/2022	5	15 days early
01/01/2023	Safe School Officer Monthly Attendance Reporting	01/13/2023	W. Jones	01/13/2023	1	12 days late
01/10/2023	Monthly Bus Inspections	01/09/2023	W. Jones	01/10/2023	4	1 days early
01/20/2023	Monthly Financial Statements	01/23/2023	W. Jones	01/23/2023	9	3 days late

Board Roster

Manatee School For The Arts

No board meetings have been set up in the system for this time period.

Board Members

David Kraner 5311 Beacon Road Palmetto, FL 34221 Mobile: (941) 545-8287 Home: (941) 722-8287 drkranermail@gmail.com	Jim Delgado 433 8th Avenue W, Palmetto , FL 34221 Office: (941) 749-1446 Mobile: (941) 705-1662 jdelgado@getmejustice.com	Karen Carpenter 10315 Cortez Road W - Lot 50-1 Bradenton, FL 34210 Office: (941) 225-3893 karenhansencarpenter@gmail.com
Janet Samuels 2406 24th Avenue E Palmetto, FL 34221 Mobile: (941) 726-6776 lunasamuels@yahoo.com		

Manatee School For The Arts

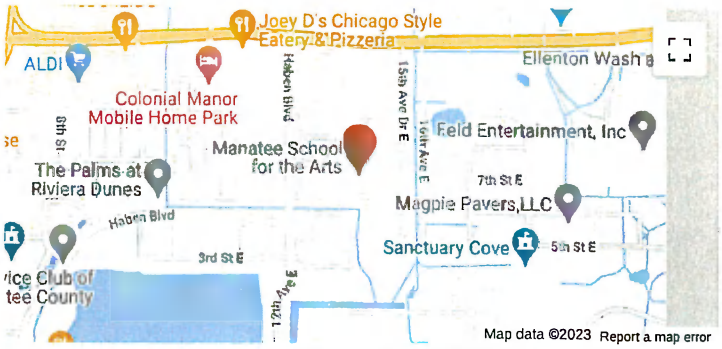
State Data

The following information is obtained from state data sources.
This data has not been uploaded by the school directly.

700 Haben Blvd
Palmetto, Fl 34221-4173

Phone: (941) 721-6800
Fax: (941) 721-6805

Website: https://www.msfta.org/

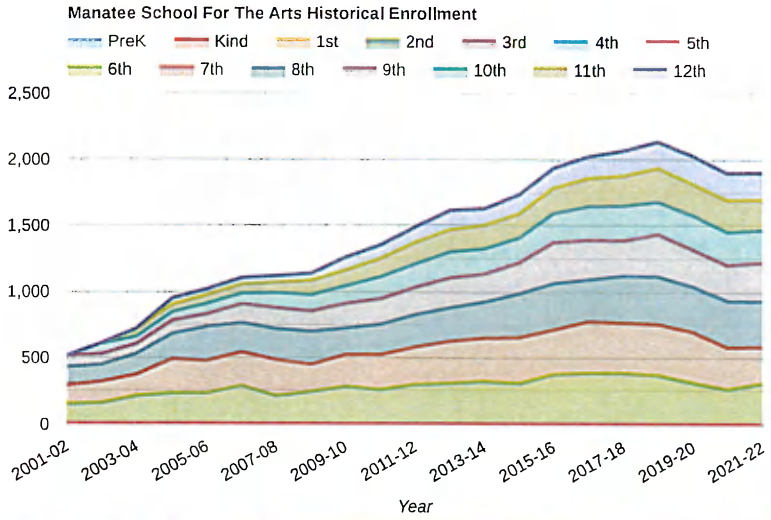


[redacted]	William Jones
[redacted]	41-2104
Federal ID Number	3429
[redacted]	Regular charter school (under s. 1002.33, F.S.)
Charter School Opened	1998
[redacted]	Senior High
[redacted]	Regular Education
[redacted]	6-12

School Grades

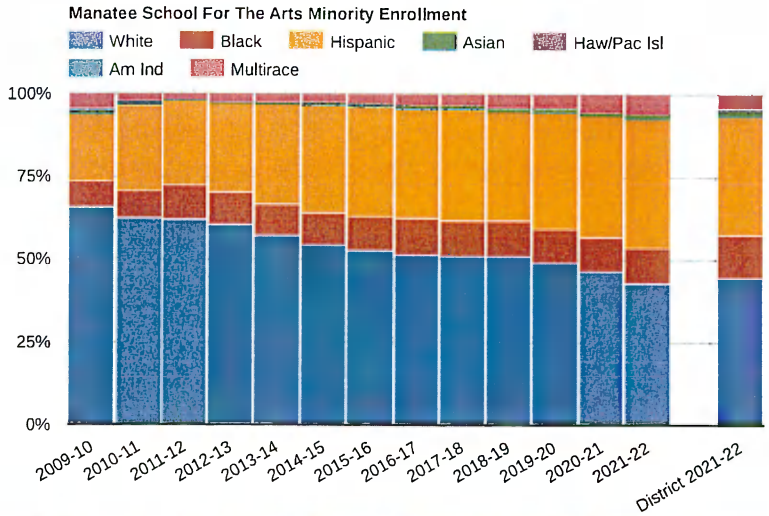
2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2020-21	2021-22
B	B	B	B	A	B	A	B	A	A	B	B	B	B	B	-	B

Enrollment Data



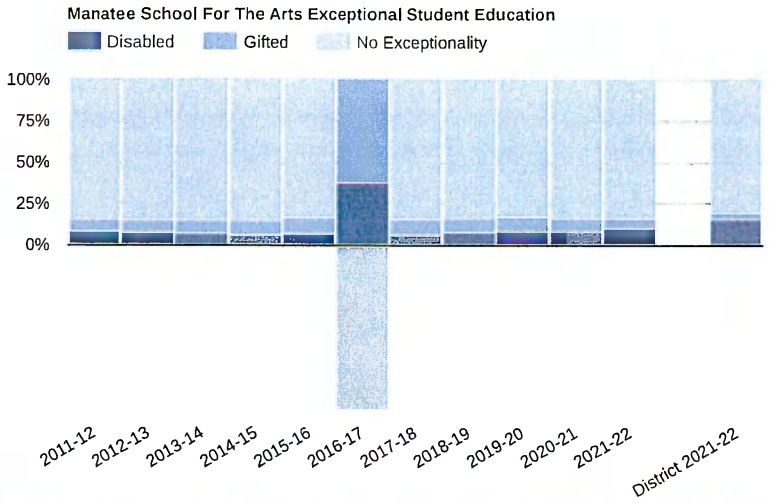
Year	PreK	6th	7th	8th	9th	10th	11th	12th	Total
2001-02		148	141	141	84				514
2002-03		158	159	125	81	80			603
2003-04		210	161	154	74	60	59		718
2004-05		230	251	198	97	67	49	53	945
2005-06		231	237	261	95	84	59	45	1012
2006-07		286	248	228	140	80	67	50	1099
2007-08		208	270	240	153	120	69	57	1117
2008-09		243	201	254	152	126	103	57	1136
2009-10	1	280	236	202	188	137	112	99	1255
2010-11		260	258	234	187	172	133	106	1350
2011-12		299	277	246	207	178	158	121	1486
2012-13		308	313	258	223	201	161	148	1612
2013-14		320	321	282	207	194	170	133	1627
2014-15		306	340	338	232	194	174	151	1735
2015-16		375	333	353	309	226	181	158	1935
2016-17		383	385	326	297	258	203	172	2024
2017-18		384	374	363	262	271	219	193	2066
2018-19		370	379	368	315	249	250	204	2135
2019-20		312	380	347	276	262	229	223	2029
2020-21		261	316	352	269	252	235	212	1897
2021-22		307	274	347	289	251	222	212	1902

Minority Enrollment



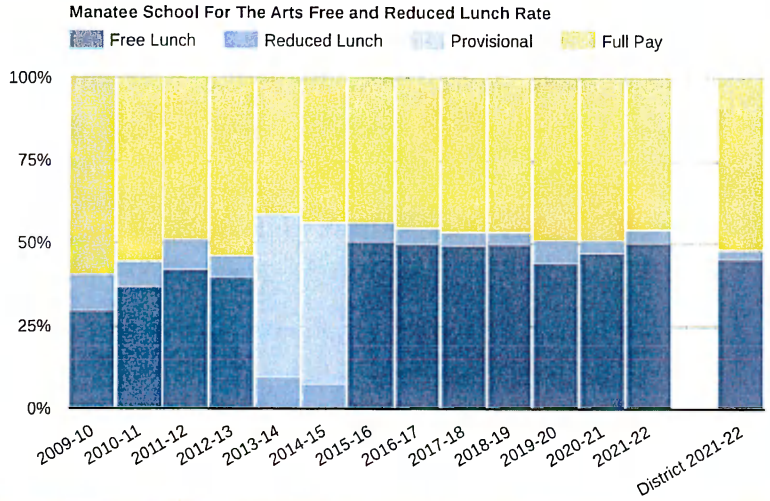
Year	White	Black	Hispanic	Asian	Haw/Pac Isl	Am Ind	Multirace	Percent Minority	District Minority
2009-10	823	96	255	15	0	4	62	34.4%	46.1%
2010-11	838	111	351	15	1	3	31	37.9%	47.2%
2011-12	912	145	385	0	0	0	31	38.1%	47.9%
2012-13	961	155	439	0	0	0	43	39.9%	49.1%
2013-14	921	157	491	11	0	0	43	42.9%	49.1%
2014-15	937	168	563	11	0	0	51	45.5%	50.4%
2015-16	1010	198	647	16	0	0	59	47.2%	52.1%
2016-17	1033	218	665	27	0	0	74	49.0%	
2017-18	1047	218	691	25	0	0	76	49.3%	53.5%
2018-19	1076	221	707	19	0	0	94	49.6%	54.3%
2019-20	985	203	717	17	0	0	94	51.5%	55.2%
2020-21	875	189	694	17	0	0	106	53.9%	55.6%
2021-22	808	198	747	24	0	0	119	57.4%	55.5%

Exceptional Student Education



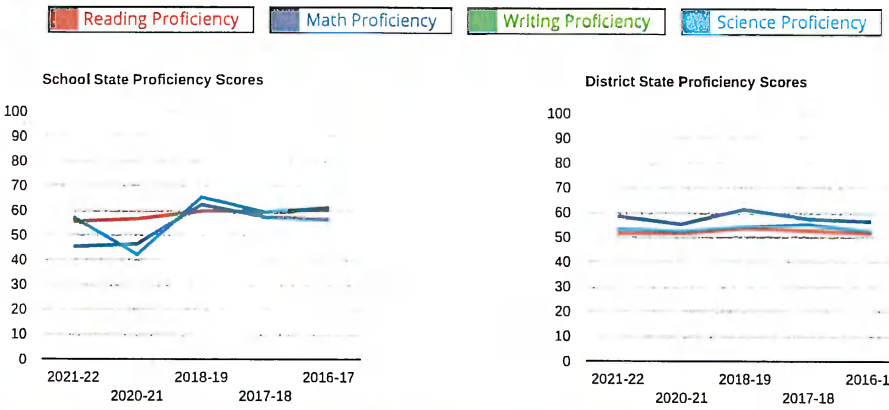
Year	Disabled Students	Percent Disabled	Gifted Students	Percent Gifted	District % Disabled	District % Gifted
2011-12	118	7.9%	112	7.5%	21.2%	6.3%
2012-13	112	7.0%	125	7.8%	20.5%	7.0%
2013-14	104	6.4%	137	8.4%	15.7%	6.0%
2014-15	97	5.6%	163	9.4%	15.4%	5.6%
2015-16	122	6.3%	187	9.7%	15.5%	5.6%
2016-17	119	5.9%	198	9.8%	16.3%	5.7%
2017-18	125	6.1%	199	9.6%	15.5%	5.4%
2018-19	159	7.5%	194	9.1%	15.4%	5.3%
2019-20	163	8.0%	184	9.1%	15.6%	5.1%
2020-21	158	8.3%	156	8.2%	15.6%	4.8%
2021-22	184	9.7%	128	6.7%	15.2%	4.5%

Free and Reduced Lunch Status



Year	Free Lunch	Reduced Lunch	Percent FRL	District Percent FRL
2009-10	367	140	40.40	51.81
2010-11	493	104	44.22	53.79
2011-12	620	136	50.87	54.57
2012-13	637	105	46.03	
2013-14	0	151	9.28	5.53
2014-15	0	127	7.32	31.65
2015-16	973	114	56.18	54.65
2016-17	1006	97	54.50	56.04
2017-18	1013	91	53.44	56.70
2018-19	1059	74	53.07	53.08
2019-20	891	139	50.76	51.13
2020-21	893	69	50.71	54.61
2021-22	953	77	54.15	48.00

State Assessment Data



	School Results					District Results				
Category	2016-17	2017-18	2018-19	2020-21	2021-22	2016-17	2017-18	2018-19	2020-21	2021-22
School Grade	B	B	B	-	B	B	B	B	-	B
Adjusted Points Earned	614	624	656	546	621	613	641	671	605	650
Percent Tested	99%	99%	99%	91%	97%	98%	99%	98%	96%	98%
Reading										
Reading % Satisfactory or Higher	60%	59%	59%	56%	55%	51%	52%	53%	51%	51%
Reading Points for Gains	51%	54%	53%	58%	50%	52%	52%	54%	49%	50%
Reading Gains for Lowest 25%	43%	44%	42%	50%	44%	42%	43%	47%	39%	40%
Math										
Math % Satisfactory or Higher	56%	57%	62%	46%	45%	56%	57%	61%	55%	58%
Math Points for Gains	50%	54%	56%	35%	44%	56%	57%	61%	46%	57%
Math Gains for Lowest 25%	47%	48%	53%	30%	46%	45%	46%	51%	40%	48%
Other										
Writing % Satisfactory or Higher										
Science % Satisfactory or Higher	61%	59%	65%	42%	57%	52%	55%	54%	52%	53%

The data included on this page were derived from state data sources such as the DOE's Education Information & Accountability Services.

AGENDA ITEM NO. 20.1

School Board of Manatee County
February 28, 2023 - Regular Board Meeting

Title
Approval of Travel Expense Associated with the School Board Members' Attendance at the Florida School Boards Association (FSBA) 36th Annual Day in the Legislature, March 13-17, 2023, at the AC Hotel Marriott, Tallahasseee, Florida, Not to Exceed $9,000.00

Executive Summary
School Board Members Cindy Spray, Chad Choate III, Mary Foreman, and Richard Tatem would like to attend the Florida School Boards Association (FSBA) 36th Annual Day in the Legislature, March 15-17, 2023, at the AC Hotel Marriott, Tallahasseee, Florida. Board Members Cindy Spray and Richard Tatem would also like to participate in the the New School Board Member Academy - Part 2, March 14-15, 2023.

The Day in the Legislature provides members the following opportunites:

- opportunity to hear from members of the Florida Legislature
- learn the education topics being considered within the legislative process
- meet with educational leaders
- information will be shared regarding filed bills and their potential impact on students and districts
- update on the proposed budget and process

Board Members can earn points in the Certified Board Member (CBM) Program for attending this training.

Florida Statute § 1001.39 (2021) requires that when School Board members travel outside of the District and request reimbursement of travel expenses in excess of $ 500.00, they are required to obtain prior confirmation from the School Board that the travel is for official school board business and that it complies with the rules of the State Board of Education.

Recommendation
Approval of travel expense associated with the School Board Members' attendance at the Florida School Boards Association (FSBA) 36th Annual Day in the Legislature, March 13-17, 2023, at the AC Hotel Marriott, Tallahasseee, Florida, not to exceed $9,000.00.

Financial Impact
The financial impact to the District will not exceed $9,000.00. The source of funds is the General Fund and is included in the School Board approved budget for 2022-2023.

Contact
Submitting Department: School Board

Attachments:
Estimated Expenses
Day in the Legislature Tentative Agenda

Travel Expense Worksheet					
Expense	# Attending	# of Nights	Per diem		
Mileage					
624.00	4		$0.59	$1,472.64	
Hotel					
$360.00	2	4		$2,880.00	
$360.00	2	3		$2,160.00	
				$5,040.00	
Parking					
$25.00	2	5		$250.00	
$25.00	2	4		$200.00	
				$450.00	
Registration					
$225.00	4			$900.00	
$250.00	2			$500.00	
Food					
Breakfast	2	4	$6.00	$48.00	
	2	3	$6.00	$36.00	
Lunch	2	4	$11.00	$88.00	
	2	3	$11.00	$66.00	
Dinner	2	4	$19.00	$152.00	
	2	3	$19.00	$114.00	
				$504.00	
Total Expenses Anticipated					$8,866.6

Wednesday, March 15, 2023
36th Annual Day in the Legislature - TENTATIVE AGENDA

36th Annual Day in the Legislature and Board of Directors' Meeting
March 15 - 17, 2023
AC Hotel by Marriott Tallahassee Universities at the Capitol
801 South Gadsden Street
Tallahassee, FL 32301

Wednesday, March 15, 2023 - TENTATIVE AGENDA

12:00 - 4:30 p.m. Registration

1:00 - 1:45 p.m. Overview/Expectations

1:45 - 2:45 p.m. FSBA Platform & Topic Templates

2:45 - 3:00 p.m. BREAK

3:00 - 3:30 p.m. Best Practices in Presenting Your Issues

3:30 - 4:15 p.m. Action Planning Visits to Your Legislators

4:15 - 4:30 p.m. BREAK

4:30 - 5:00 p.m. Legislative Trivia

5:00 - 5:30 p.m. Hot Topics Across the State/FELL

6:00 - 7:00 p.m. RECEPTION

Thursday, March 16, 2023 - TENTATIVE AGENDA

7:30 - 10:00 a.m. Registration

8:00 - 10:00 a.m. Breakfast with Florida Legislators

10:30 a.m. - 5:00 p.m. VISIT YOUR SENATORS AND REPRESENTATIVES

Friday, March 17, 2023 - TENTATIVE AGENDA

7:30 - 8:30 a.m. Board of Directors' Breakfast

8:30 a.m. - 12:00 p.m. Board of Directors' Meeting

12:00 p.m. Adjourn