Agenda
School Board Regular Meeting and Public Hearing
Updated January 12, 2024

January 16, 2024
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

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF THE AGENDA

1. Agenda Amendments - added after publishing

6. APPROVAL OF MINUTES

1. Approval of the Minutes of the October 27, 2023, School Board Workshop, December 12, 2023 School Board Meeting, and December 15, 2023 School Board Workshop

7. RECOGNITIONS

1. Good News Moment

8. PUBLIC COMMENTS (UP TO 30 MINUTES)

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

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

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

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

9. REPORTS AND PRESENTATIONS

Math PM2

1. 2023-2024 FAST Progress Monitoring 2 (PM2) Mathematics Assessment Results

10. CONSENT ITEMS

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

1. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)
2. Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes (No Financial Impact)
3. Approval of the Waiver(s) of the Manatee Education Association (MEA) Collective Bargaining Agreement (No Financial Impact)
4. Approval to Apply, Accept, and Expend the School Mapping Grant for the 2023-2024 School Year, In the Amount of $276,047.00 (Incoming Grant Funds)
5. Approval to Apply, Accept, and Expend the Unified School Improvement Grant (UniSIG), Supplemental Teacher and Administrator Allocation for the 2023-2024 School Year, in the Amount of $150,000.00 (Incoming Grant Funds)
6. Approval to Accept and Expend the Expanded Florida Postsecondary Comprehensive Transition Programs (FPCTP) Initial and Continuing Grant for the Period January 1, 2024 to June 30, 2027, Revised Grant Award Amount of $1,112,722.00 (Incoming Grand Funds)
7. Approval of the New Agreement Between the School District of Manatee County and John Russo, DDS, MHS, Inc. for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, (No Financial Impact)
8. Approval of the New Agreement Between the School District of Manatee County and Mann Orthodontics, PA, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years (No Financial Impact)
9. Approval of the New Agreement Between the School District of Manatee County and Morrish Stewart Orthodontics for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years (No Financial Impact)

10. Approval of the New Agreement Between the School Board of Manatee County and Hedges Prescription Shop of Sarasota, Inc. for Clinical Experience for Manatee Technical College (MTC) Pharmacy Technician Students for the 2023-2026 School Years (No Financial Impact)
11. Approval of Local Articulation Agreement between State College of Florida, School District of Manatee County and Sarasota County Schools for the 2023-2025 School Years (No Financial Impact)
12. Approval of the Use of the TIPS Bid on Technology Solutions, Products and Services, SDMC No., 24-0094-RG Estimated in the Amount of $100,000.00 Annually (General Fund)
13. Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00 (Possible Incoming Funds to General Fund)
14. Approval of the School Capacity Program (No Financial Impact)
15. Approval of the District Educational Facilities Work Plan (No Financial Impact)
16. Approval of Virgil Mills Elementary School - Front Entrance Canopy - Change Order 1 - Final - Agreement Between Owner and Skanska Building USA, Inc. - Decrease in the Amount of $26,811.89 (Capital Funds)
17. Approval of Southeast High School - New Science Building - Change Order 6 - Agreement Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, Request for Extension of Completion of Construction (No Financial Impact)
18. Approval of Bayshore High School and Southeast High School - Administrative Office Renovations - Agreement Between Owner and P.J. Hayes Construction, Inc., d.b.a. Tandem Construction - Preconstruction Services, in the Amount of $2,107.00 (Capital Funds)
19. Approval of Bayshore High School and Southeast High School - Administrative Office Renovations - Agreement Between Owner and Sweet Sparkman Architecture in the Amount of $57,000.00 (Capital Funds)
20. Approval of Lakewood Ranch High School - Roof Replacement - Agreement Between Owner and Ajax Construction Company, LLC., Guaranteed Maximum Price, in the amount of $3,237,068.00 (Capital Funds)
21. Approval of Haile Middle School - Classroom Addition and Renovation - Change Order 1 - Agreement Between Owner and Halfacre Construction Company, Reduction in the Amount of $3,091,008.70 (Capital Funds)

11. PUBLIC COMMENT FOR NEW BUSINESS ITEMS

12. NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

13. PUBLIC HEARING

1. Public Hearing for Consideration to Adopt and Amend School Board Policies

14. NEW BUSINESS (NON-CONSENT ITEMS)

1. Approval to Adopt New Policy and Amend School Board Policies (Updated 1/10/2024)
2. Approval to Amend School Board Policy 2520 - Selection and Adoption of Instructional Materials
3. Approval of the Budget Amendments for November 2023
4. Approval of the New Job Description and Position of Coordinator, Project EDGE (MTC)

(Grant Funded)

5. Approval to Use State of Florida Department of Management Services NASPO ValuePoint Cloud Solutions Agreement Alternate Contract Source 43230000-NASPO-16-ACS to Purchase Data Center Infrastructure, Equipment Installation and Maintenance and Professional/Technical Services for Infrastructure and Cyber Security Solutions, SDMC No. 24-0099-RG, Estimated in the Amount of $1,500,000.00, Over an Estimated 5 Year Period (Multiple Funding Sources)

15. NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

1. Approval of the Citizens' Financial Oversight Committee's 2022 Annual Report
2. Approval of Resolution 2023-009 and Updated School Board Member Residence Maps (No Financial Impact)

16. INFORMATION ONLY (No Board Action Required)

1. Year-to-Date Financial Statements Through November 30, 2023
2. Year-to-Date Charter School Financial Statement Summary Through November 30, 2023

17. CONTINUED PUBLIC COMMENT (IF NECESSARY)

18. UPDATES
A. Instruction Update
B. Operations Update
C. Legal Update

19. SUPERINTENDENT REMARKS

20. BOARD COMMENTS

21. ADJOURNMENT

AGENDA ITEM NO. 5.1

School Board of Manatee County
January 16, 2024 - Regular Board Meeting

Title
Agenda Amendments - *added after publishing*

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

Agenda amended on Friday, January 12, 2024, to **update** attachment to Consent Agenda item, Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers.

Contact
Submitting Department: School Board
Initiated By: Chair Choate

AGENDA ITEM NO. 6.1

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Minutes of the October 27, 2023, School Board Workshop, December 12, 2023 School Board Meeting, and December 15, 2023 School Board Workshop

Executive Summary
Approval of the Minutes of the October 27, 2023, School Board Workshop, December 12, 2023 School Board Meeting, and December 15, 2023 School Board Workshop.

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

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

Recommendation
Approval of the Minutes of the October 27, 2023, School Board Workshop, December 12, 2023 School Board Meeting, and December 15, 2023 School Board Workshop.

Financial Impact
No Financial Impact.

Contact
Initiating Department: School Board

Attachments:
October 27, 2023 School Board Workshop Minutes
December 12, 2023 School Board Meeting Minutes
December 15, 2023 School Board Workshop Minutes

Minutes
October 27, 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
Dr. Jason C. Wysong, Superintendent Chad Choate, Chair Cindy Spray, Vice-Chair Gina Messenger, Board Member Mary Foreman, Board Member Richard Tatem, Board Member Rachel Sellers, Deputy Superintendent of Business Services Derek Jensen, Deputy Superintendent of Instructional Services Stephen Dye, Board Attorney Pamela D'Agostino, General Counsel	Present
Joseph Ranaldi, Deputy Superintendent of Operations	Absent

Minutes: Chair Choate called the Workshop to order at 9:01 a.m.

II) Agenda Amendments

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

Agenda amended on Tuesday, October 24, 2022, to **add** Workshop item, *Superintendent Update on 100 Day Entry Plan*.

Agenda amended on Tuesday, October 24, 2023, to **reorganize** Workshop agenda items.

III) Public Comment

Minutes: Public Comment as Follows:

1. Heather Felton

IV) WORKSHOP

1. Superintendent Update on 100 Day Entry Plan

Minutes: Superintendent Jason C. Wysong provided a report of his first one-hundred days as Superintendent. The update to the Board included the following information:

Overview
Six Areas of Focus for Entry Plan
- Student Achievement
- Workforce Excellence
- Community Relations
- Operational Efficiency
- School Board – Superintendent Relations
- District Leadership Team

Highlights
Acknowledgments
Superintendent Messaging to Leaders during Quarter 1
Next Steps
Areas for Further Study
Long Term Systems
Requests for Board Reflection

The Board provided positive feedback to the Superintendent and held discussion.

2. Strategic Plan Update (Formally Workshop Item Number 3)

Minutes: Mr. Kevin Chapman, Executive Director of Administration, requested to move the Strategic Plan update before the Workshop Discussion of the District Vision and Mission Statement. The Board agreed to the change.

Mr. Chapman gave a broad overview of the four-year Strategic Plan and the First Year Review. Mr. Chapman introduced Mr. Omar Edwards, Associate Director of Strategic Planning, as well as Mr. Mike Barber, Director of Communications as partners in the Strategic Planning Team. Mr. Chapman updated Board Members on the following topics:

Timeline of Plan
Sections of the Plan
Ready to Learn – Elementary K-5
- Increased Instructional Model Focus
- Increased Observation
- Increased Professional Development
- Increased Enrollment in Accelerated and Gifted Programs
- Increased the Instructional Mentoring Programs
- ESOL Parent Engagement
- Best Standards

Ready for Life – Preparing for Graduation
- Increase Focus on Classroom Management
- Resiliency and Mental Health
- Counselor Work
- Arts Integration with Arts Millage
- AVID and ACE
- Industry Certification Tests
- Training for Staff on Youth Mental Health
- Project Digitize

Ready to Grow – Internal Goals for School District

- Retention and Recruitment
- New Hire Orientation
- New Teacher Induction Program
- Salary Competitive for the District
- Community Fairs and Outreach
- Family Engagement
- Increased Credit Ratings
- Enhanced and Improve Security
- Education with Innovation and Imagination
- Website Redesign

The Board asked questions and held discussion. Mr. Kevin Chapman provided additional information.

Chair Choate called a recess at 10:51 a.m. and reconvened at 11:01 a.m.

3) Overview of Social Media Lawsuit (Formerly Workshop number 4)

Mr. Stephen Dye, School Board attorney, introduced Mr. Austin Brane, of Wagstaff and Cartmell Law, and Mr. Joel Wright, of Kirton McConkie Law, who provided an overview of a Social Media Litigation and Mental Health lawsuit. The presentation included the following topics:

- May 2023 Surgeon General's Advisory
- Symptoms of Social Media Addiction
- Consequences of Addiction
- Schools on the Frontline
- Impact of Schools
- Social Media Litigation Consolidated in California
- Initial Ruling on October 13, 2023
- Defendants
- Public Nuisance Litigation Model for social media
- Details of School District Representation

The Board asked questions and held discussion regarding the litigation, Mr. Joel Wright and Mr. Austin Brane addressed additional concerns. While it was noted there was a consensus to bring the topic of joining the lawsuit to the Board for a vote, Board Member Tatem stated that he was not in favor of proceeding with the lawsuit.

The Board returned to the discussion of the Strategic Plan updates. It was requested by Chair Choate that the Board return to the Strategic Plan discussion at a Workshop in December after a priorities list was made available to the Board Clerk for collection by each Member.

4. Board Discussion Regarding the District Vision and Mission Statements (Formerly Workshop Item Number 2)

Minutes: Mr. Kevin Chapman, Executive Director of Administration, had requested to move the Strategic Plan update before District Vision and Mission Statement as originally published.

Mr. Chapman introduced Mr. Omar Edwards, Associate Director of Strategic Planning, and noted their support to guide a conversation of the Board regarding the current District Vision and Mission Statements.

The Board held discussion and asked questions. Mr. Chapman and Mr. Edwards provided additional information.

At the conclusion of discussion, Chair Choate noted the consensus of the Board was to change and/or update the District Vision and Mission Statements; but to do so, the Board should include stakeholder input.

Chair Choate called a recess at 1:00 p.m. and returned to session at 1:18 p.m.

5. Board Discussion to Amend and Adopt School Board Policies at the Board Meeting on November 14, 2023

Minutes: Mr. Kevin Chapman, Executive Director of Administration, gave an overview of the amendments that were to be made to the following Policies. The purpose of the requested amendments is to update the following School Board policies and adopt new policies to conform to current legislation and eliminate redundant and obsolete language. The effect is that policies will be current and easier to understand and use.

Policy 2417 - Comprehensive Health Education (Revised)
Policy 6322 - Construction Contracting and Bidding (Revised)
Policy 6550 - Travel and Per Diem (Revised)
Policy 8405 - School Safety and Security (Revised)
Bylaw 0144 - Term (Revised)
Policy 1111 - Designation of a New Position (Revised)
Policy 3111 - Designation of a New Position (Revised)
Policy 4111 - Designation of a New Position (Revised)
Policy 1121.01 - Background Screening and Employment History Checks (Revised)
Policy 3121.01 - Background Screening and Employment History Checks (Revised)
Policy 4121.01 - Background Screening and Employment History Checks (Revised)
Policy 1120 - Employment of Administrators (Revised)
Policy 3120 - Employment of Instructional Staff (Revised)
Policy 4120 - Employment of Support Staff (Revised)
Policy 1242 - Professional Learning (Revised)
Policy 3242 - Professional Learning (Revised)
Policy 2120 - School Improvement (Revised)
Policy 2210 - Curriculum Development (Revised)
Policy 2271 - Articulation and Access to Florida College System Institutions (Revised)
Policy 2421 - Career and Technical Education (Revised)
Policy 2423 - School-to-Work Program (Revised)
Policy 2460 - Exceptional Student Education (Revised)
Policy 3220 - Evaluation of Instructional Personnel (Revised)
Policy 5111.01 - Homeless Students (Revised)
Policy 5780 - Student/Parent Rights (Revised)
Policy 6114 – Cost Principles – Spending Federal Funds (Revised)
Policy 6320 - Purchasing and Contracting for Commodities and Contractual Services (Revised)
Policy 6325 - Procurement - Federal Grants/Funds (Revised)
Policy 6450 - Local Purchasing (Revised)
Policy 6440 - Cooperative Purchasing (Revised)
Policy 7544 – Use of Social Media (Revised)
Policy 8610 - Transportation Route Planning (Revised)
Policy 9160 - Public Attendance at School Events (Revised)
Policy 9215 - Direct-Support Organizations (Revised)
Policy 9700.01 - Advertising and Commercial Activities (Revised)
Policy 9800 - Charter Schools (Revised)

The Board Members held discussion on the upcoming policy updates. Mr. Chapman, Superintendent Wysong, and Ms. Pamela D'Agostino, provided additional clarification.

Bylaw 0163 - Presiding Officer – Vice-Chair Spray noted her request for a change in wording of Bylaw 0163. Input was given to the Board by Mr. Stephen Dye, Board Attorney; Ms. Pamela D'Agostino, General Council; and Mr. Kevin Chapman. The consensus of the Board was noted that a wording change would be allowed to be brought to the Board for a vote. Board Member Messenger requested Bylaw 0163 be separated when the adoption of policies is brought to the Board for a vote, as she did not support a change in the Bylaw. Council agreed that was able to be done.

V) ADJOURNMENT

Minutes: Chair Choate adjourned the Workshop at 1:53 p.m.

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Chad Choate, III
Chairman

NOTICE

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

Minutes
December 12, 2023

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

Times Indicated Are Approximate

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1) CALL TO ORDER

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

Minutes: Chair Choate called the Meeting to order at 10:02 AM and asked those in attendance to observe a moment of silence for former School Board Member Mr. Dave Miner.

2) READING OF THE DISTRICT'S VISION

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

3) INVOCATION

Minutes: The invocation was given by Reverend Golden.

4) PLEDGE OF ALLEGIANCE

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

5) APPROVAL OF THE AGENDA

5.1 Agenda Amendments

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Cindy Spray

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

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

Agenda amended on Friday, December 8, 2023, to **update** attachment *HR Board Material December 12, 2023,* **on** Consent Agenda item*, Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact).*

Agenda amended on Friday December 8, 2023, to **update** attachments *Policy_6233_District_Budget* **and** *Policy_6235_Fund_Balance of* New Business (Non-Consent) item *Approval of Advertising a Notice of Intent to Amend School Board Policies, to Include New Policies, and setting a Public Hearing at the Board Meeting on January 16, 2024.*

Agenda amended Monday December 11, 2023, to **add** *item Approval to Allow the Superintendent, With the Concurrence of the Chair, To Enter Into an Interlocal Agreement (ILA) with Manatee County Government to Provide Instructional Programs at a Tennent Space Leased by Manatee County Government at Whitney Plaza, Longboat Key in a Form Substantially Similar to the Attached Draft Agreement (No Financial Impact)* **to** *New Business (Non-Consent).*

6) APPROVAL OF MINUTES

6.1 Approval of the Minutes of the October 27, 2023, School Board Workshop; November 9, 2023 School Board Workshop; November 14, 2023 School Board Meeting; November 14, 2023, School Board Reorganization Meeting; and November 14, 2023, Minutes for the Annual Meeting of the Board of Directors for the Manatee School Board Leasing Corporation

RESULT:	**Amended [no vote]**
MOVER:	Gina Messenger
SECONDER:	Cindy Spray

Minutes: The Board held discussion on the motion. Board Member Foreman requested clarification on the minutes of October 27, 2023, meeting. After Board discussion, the mover asked to amend the motion, to remove the minutes for the October 27, 2023, and have them brought back for approval after review. The seconder concurred with the amendment. The Board held additional discussion on the motion, and the amended motion was voted upon.

Amended Motion: Approval of the November 9, 2023 School Board Workshop; November 14, 2023 School Board Meeting; November 14, 2023, School Board Reorganization Meeting; and November 14, 2023, Minutes for the Annual Meeting of the Board of Directors for the Manatee School Board Leasing Corporation

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

7) STUDENT CELEBRATIONS

7.1 2024 Student Art in the Capitol Winner

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, introduced Mr. Jeramiah Bowman, Curriculum Specialist for Visual and Performing Arts. Mr. Bowman provided an overview of the Statewide Student Art in the Capitol contest and noted the display for each District winner will have original artwork displayed in Tallahassee during the Legislative Session.

Ms. Camille McCluggage, 8th grader from Mona Jain Middle School, was the Manatee County 2024 winner of the Art in the Capitol contest. Also in attendance were Camille's parents Mr. Mathew McCluggage, and Mrs. Natalie McCluggage; Jain Middle School Art teacher, Ms. Denise Meuller; and Jain Middle School Principal, Ms. Katherine Barlaug.

8) RECOGNITIONS

8.1 Bradenton Lions Club

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, introduced Ms. Anne Smith, Bradenton Lions Club President; Council Chair Mr. Chip Chonka, Site Foundation President; Steve Haines, Vision Chairman; Don Carson, Screener; Brad Golden; Lois Smith; Marion Smith; and Carol Anderson.

Ms. Anne Smith provided an overview regarding the mission of the Lions Club and noted the thousands of vision screenings that are done during the school year at no cost to students.

9) PUBLIC COMMENTS (UP TO 30 MINUTES)

Minutes: The speakers for public comment were as follows:

1. Michael Hartman

10) REPORTS AND PRESENTATIONS

10.1 ONECO Elementary School Construction Update

Minutes: Mr. Joseph Ranaldi, Deputy Superintendent of Operations, introduced Mr. Jeff Medwitz, Project Director for Oneco Elementary Construction Renovation Project; and Mr. Alex Perez, Regional Director of Zyscovich Architect, to highlight the design process and discuss the planned renovations for the Oneco Elementary School Renovation Project. Also in attendance was Mr. Randy Fitkino, of CPPI.

The ONCEO ELEMENTARY Addition & Renovation Project presentation included the following topics:

- Project Scope
- ONECO Elementary – Site Plan
- ONECO – New Building 1, 2 & 4
- Main Entry
- Phasing Plans
- Project Schedule and Cost

The Board asked questions and held discussion. Questions and additional information pertaining to the project were answered by Mr. Ranaldi, Mr. Medwitz, and Mr. Perez.

10.2 Student Attendance Support Presentation

Minutes: Mr. Kevin Chapman, Chief of Staff, introduced Ms. Donna Rae Smith of Student Attendance Support LLC. Ms. Smith provided an overview of the non-profit as well as student supports currently being offered within the District. Ms. Smith provided contact information of the non-profit company for community donation and volunteer opportunities.

11) CONSENT ITEMS

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

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

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

11.3. Approval to Accept and Expend the Community Foundation of Sarasota County, Inc. Grant Funds Provided by the Gussin Family to Support Samoset Elementary, in the Amount of $100,000.00 (Incoming Grant Funds)

11.4. Approval to Apply, Accept, and Expend the Stronger Connections Grant for the 2024-2026 School Years, in the Amount of $1,500,000.00 (Anticipated Incoming Grant Funds)

11.5. Approval to Apply, Accept and Expend the Green Our Planet Combined Garden Connect and Hydro Connect Grants and Corresponding Memorandum of Understanding between Manatee Elementary School and Green Our Planet, in the Amount of $11,500.00 in the Form of Material Supplies and Curriculum (Incoming Goods in Lieu of Funds; Additional $2,000.00 Expenditure from Community Partnership Donation)

11.6. Approval to Accept and Expend Guy Harvey Academy of Arts and Science, 2023-2024 General Appropriations Act Funding in the Amount of $1,000,000.00 (Incoming State Appropriation Funds)

11.7. Approval to Accept and Expend the 2023-2024 Manatee County Government Student Driver Education Program Grant, in the Amount of $201,532.00 (Incoming Grant Funds)

11.8. Approval to Accept Donation of 2023 Lincoln Aviator for Manatee Technical College (Incoming Donation)

11.9. Approval to Accept Donation of Two Northern Light Generators for Manatee Technical College (MTC Marine Technology Budget)

11.10. Approval of Purchase and Sale of New Steer Agreements, Purchase and Sale of New Swine Agreements, and Purchase and Sale of New Poultry Agreements Between the School District of Manatee County and Various Buyers of the National FFA Chapter Animals to be Sold at the 2024 Manatee County Fair (No Financial Impact)

11.11. Approval of the Bid on Welding - Supplies, Equipment and Gases, SDMC No. 24-0068-BS, Estimated in the Amount of $130,0000.00 Annually (Multiple Funding Sources)

11.12. Approval to Purchase Internet Service, Duette Old School House, SDMC No. 24-0080-RG, Estimated in the Amount of $3,600.00 Annually (General Fund)

11.13. Approval of Erate Bid, Wireless Access Points, SDMC No. 24-0081-RG, Estimated in the Amount of $167,500.00 (Capital Fund)

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

11.15. Authorize the Superintendent to Execute a Substantial Completion for the District Regarding the Braden River Middle School - Renovations and Addition (No Financial Impact)

11.16. Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Sugg Middle School - Replacement (No Financial Impact)

11.17. Approval of East County K-8 - Agreement Between Owner and Bureau Veritas North America, Inc. in the Amount of $323,500.00 (Capital Funds)

11.18. Approval of North County Middle School - Agreement Between Owner and Bureau Veritas North America, Inc. in the Amount of $318,500.00 (Capital Funds)

11.19. Approval of Anna Maria, Ballard, Bayshore, Rogers Garden-Bullock, Williams Elementary Schools - 2023 Media Centers Renovations - Change Orders 1, 2, 3, 4, and 5 - Final - Agreement Between Owner and McIntyre, Elwell & Strammer General Contractors, Decrease in the Amount of $115,013.44 (Capital Funds)

11.20. Approval of Parrish Community High School - Classroom Addition - Amendment 1 - Between Owner and Schenkel and Shultz, Inc., in the Amount of $60,900.00 (Capital Funds)

11.21. Approval of Oneco Elementary School - Addition and Renovation - Agreement Between Owner and Charles Perry Partners, Inc., - Amendment 2 - Guaranteed Maximum Price, in the Amount of $27,944,558.00 (Capital Funds)

11.22. Approval of Oneco Elementary School - Addition and Renovation - Agreement Between Owner and TLC Engineering Solutions, in the Amount of $67,500.00 (Capital Funds)

11.23. Approval of Walter E. Miller School Support Center - Renovation - Agreement Between Owner and OCI Associates, Inc., Amendment 1, in the Amount of $45,020.00 (Capital Funds)

11.24. Approval of Freedom Elementary School - Classroom Addition - Change Order 5 - Final - Agreement Between Owner and McIntyre Elwell & Strammer, Decrease in the Amount of $55,144.58 (Capital Funds)

11.25. Approval of Palma Sola Elementary School - Campus Renovations - Amendment 1 - Agreement Between Owner and Fleischman Garcia Maslowski Architecture, in the Amount of $31,700.00 (Capital Funds)

11.26. Approval of Wakeland Support Center Building #6 Demolition - Change Order 1 - Final - Agreement Between Owner and Jon F. Swift, Inc., Decrease in the amount of $21,812.78 (Capital Funds)

11.27. Approval of Braden River and Southeast High Schools - Football Field Upgrades - Synthetic Turf - Agreement Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, in the Amount of $3,642,038.60 (Capital Funds)

11.28. Approval of Lakewood Ranch High School - Football Field Upgrades - Synthetic Turf - Agreement Between Owner and Jon F. Swift Construction, in the Amount of $2,072,536.05 (Capital Funds)

11.29. Approval of the Bid on Vehicle Fleet Maintenance and Repair Services, SDMC No. 24-0074-KD, Estimated in the Amount of $200,000.00 Annually (Multiple Funding Sources)

11.30. Approval of the Bid on Sign Language Interpreting Services, SDMC No. 24-0077-BS, Estimated in the Amount of $75,000.00 Annually (IDEA)

11.31. Approval of the Bid on Tour Operation Services, SDMC No. 24-0086-KD, Estimated in the Amount of $200,000.00 Annually (Multiple Funding Sources)

11.32. Approval of the Bid for Access Control Systems- Installation, Maintenance and Repair, SDMC No. 24-0091-MR, Continued Procurement, Estimated in the Amount of $500,000.00 Per Year (Local Capital Improvements)

11.33. Approval of the Request for Proposal on Bird Control Services, SDMC No. 24-0092-MR, Continued Procurement, Estimated in the Amount of $100,000.00 Per Year (Local Capital Improvements)

11.34. Approval of the Bid on Lighting Supplies, SDMC No. 24-0088-KD, Estimated in the Amount of $100,000.00 Annually (Multiple Funding Sources)

11.35. Approval to Renew the Agreement Between Big Brothers Big Sisters of Sun Coast, Inc., and the School Board of Manatee County. (No Financial Impact)

11.36. Approval for the Braden River High School Journalism Students to Attend the Columbia Scholastic Press Association Convention in New York, New York, March 13-16, 2024, (No Financial Impact)

11.37. Approval for the Manatee High School Wrestling Team to Participate in the 2023 Lenape Valley Holiday Wrestling Tournament in Stanhope, New Jersey on December 26-31, 2023, (No Financial Impact)

12) PUBLIC COMMENT (NEW BUSINESS)

Minutes: The speakers for public comment were as follows:

1. Mark Stanoch
2. George Frank Druist
3. John Frank Settineri
4. Annette Stanoch
5. Susan Agruso

Chair Choate called a recess at 11:30 AM and reconvened at 11:41 AM.

13) NEW BUSINESS (Discussion Items Pulled from Consent)

Minutes: There were no items pulled from Consent.

14) NEW BUSINESS (Non-Consent Items)

14.1 Approval of the North River Charter Academy Application

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

Minutes: Superintendent Wysong provided the Board information regarding the proposed school, as well as an overview regarding the application and evaluation process. The Board held discussion; Board Member Messenger and Vice-Chair Spray noted their concerns regarding the application. Dr. Wysong provided additional information.

14.2 Approval of the Academic Calendar for the School Year 2024-2025

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

Minutes: Superintendent Wysong provided a brief overview of the process. He noted that after public input, "Option B" received the majority vote. Superintendent Wysong noted that next year, the start date will be Monday Aug 12, 2024. Work on the 2025-2026 School Year Calendar will start in January with approval in the Spring. The Superintendent noted his request for staff to include students as part of the calendar committee.

14.3 Approval of the Budget Amendments for October 2023

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

Minutes: Ms. Rachel Sellers, Deputy Superintendent of Business Services, provided the Board an overview of the amendments to the Budget for the month of October, 2023.

14.4. Approval of Advertising a Notice of Intent to Amend School Board Policy, to Include New Policies, and setting a Public Hearing at the Board Meeting on January 16, 2024

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

Minutes: Policies advertised will be addressed during the upcoming workshop on December 15, 2023.

14.5. Approval to Allow the Superintendent, with the Concurrence of the Board Chair, to Enter Into an Interlocal Agreement (ILA) with Manatee County Government to Provide Instructional Programs at a Tenant Space Leased by Manatee County Government at Whitney Plaza, Longboat Key in a Form Substantially Similar to the Attached Draft Agreement (No Financial Impact)

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

Minutes: Superintendent Wysong provided the Board an overview of the Interlocal Agreement with the County Government on Longboat Key. The Superintendent noted the pilot program would start with leisure courses for adults based on interest, with the potential of adding English for Speakers of Other Languages (ESOL) classes and expanding the variety of programs as interest grows.

The Board asked questions and held discussion. Board Member Foreman inquired about the potential district liability risk surrounding the joint venture. Concerns were addressed by Ms. Pamela D'Agostino, General Counsel, who provided additional information about the risk mitigation that is included in the legal information.

Additional information regarding programming and implementation was provided by Dr. Paul Gansemer, Executive Director of Adult Career & Technical Services, and Superintendent Wysong.

Chair Choate called a recess at 12:37 PM and reconvened at 1:17 PM.

15) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

15.1 Board Committee Assignments for Calendar Year 2023-2024

15.1a. Motion to approve the Board Committee assignments for calendar year 2023-2024

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Mary Foreman

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

15.2 Approval of Travel Expense for School Board Member to Attend 2024 National K-12 Cybersecurity Leadership Conference in Savannah, GA from February 13-14, 2024 and The Greater Florida consortium of School Boards Legislative Meeting from February 14 - 15 in Tallahassee, FL Not to Exceed $1,800.00

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

Minutes: Chair Choate requested an update to the Board after the conference and meeting.

15.3 Motion to Approve Travel Expense for School Board Members to Attend the 2024 FSBA 37th Annual Day in the Legislature in Tallahassee, FL from January 17-18, 2024 Not to Exceed $4,300.00

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

Minutes: The Board noted the workshop on the Jan 19, 2024, would need to be rescheduled due to the conference in Tallahassee. Board Member Messenger requested the workshop not be the 26th due to a district reading event; she noted the possibility to start it later in the day if the 26th was, in fact, needed.

15.4. Approval of Citizens' Financial Oversight Committee (CFOC) Member

15.4a. Motion to Approve Katie Booth to Join the Citizens Financial Oversight Committee

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

Minutes: Vice-Chair Spray noted that she, and the Committee Chair held an interview with the prospective member and would recommend that the Board extend an invitation to join the committee to Ms. Katie Booth. The Board voted.

15.5. Board Discussion About Naming the Board Chamber

RESULT:	**No Vote**

Minutes: Board Member Messenger requested a conversation with the Board about naming the School Board Chamber after former Board Member Mr. Dave Miner. Board Member Messenger elaborated her reasons and requested the School Board Members hold discussion if they are in support of the item.

Mr. Stephen Dye, School Board Attorney, made a Point of Order and noted there is a District Policy to follow when naming a facility. Mr. Dye clarified the policy to the Board and Ms. Pamela D'Agostino, General

Counsel, noted the Districts' 60-day waiting period between submission of request in writing and vote on naming a facility or part of a facility.

Ms. Messenger asked the board if they want to move forward with filling out a request document the Board Members held discussion. There was not a consensus reached during the Board Meeting. Mr. Choate did note the possibility of creating a future workshop item to decide, as a Board, how best to honor Mr. Miner.

15.6. Internal Audit Services

Minutes: The Board held discussion. Information regarding the process was provided by Rachel Sellers, Deputy Superintendent of Business Services, Mr. Daniels, Audit Committee Chair and Mr. Stephen Dye, Board Attorney. Board Member Foreman made a motion to move forward.

15.6.a. Motion for the School Board of Manatee County to Enter into an Engagement Letter with CRI to Provide Internal Audit Services for the Period July 1, 2024-June 30, 2025

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

15.7. Social Media Lawsuit

Minutes: The Board held discussion on the decision to reconsider participating in the Social Media Lawsuit that was voted down at the June 27, 2023, School Board Meeting. Board Member Spray made a motion to rescind the Board decision to Not Engage in the Social Media Lawsuit.

15.7a Motion to Rescind the Board Vote Held at the June 27, 2023, Meeting to Not Participate in the Social Media Litigation Being Brought by Attorneys Wagstaff & Cartmell, LLP and Other Co-Counsel

RESULT:	**Adopted [4-1]**
MOVER:	Cindy Spray
SECONDER:	Gina Messenger
AYES:	Chad Choate, Gina Messenger, Cindy Spray, Mary Foreman
NAYS:	Richard Tatem

Minutes: Board Member Tatem restated his position that the District does not need to enter into this lawsuit. Vice-Chair made a motion to more forward to participate in the Medial Litigation.

15.7b Motion to Motion to Participate in the Social Media Litigation and to Enter into Engagement Agreement with the Wagstaff & Cartmell, LLP Firm and Other Co-counsel and Authorizing the Chairman and Superintendent to Execute the Engagement Letter and Related Documents Needed to Initiate the Representation

RESULT:	**Adopted [4-1]**
MOVER:	Cindy Spray
SECONDER:	Mary Foreman
AYES:	Chad Choate, Mary Foreman, Cindy Spray, Gina Messenger
NAYS:	Richard Tatem

15.8 Approval of the School Board Member Area Map (No Financial Impact)

Minutes: Mr. Tatem made a motion to align the maps with the County.

15.8.a Motion to Align the School District Maps with the County District Maps Effective 1 December 2024

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

Minutes: Board Member Tatem informed the Board that with this motion, the date of map changes would not be until after the current election cycle was complete.

Board Member Foreman requested a change to the motion to adopt a resolution on the ballot on 2024 changing election from single member county to county wide election. The motion to amend died for lack of a second. The conversation returned to the motion on the floor.

Board Member Messenger noted that during the November 7, 2023, workshop this topic was discussed at length, and encouraged the public to watch. It was noted by Chair Choate that moving boundaries will always affect the voters.

The Board continued discussion.

Vice Chair Spray stated she believed that the topic had been discussed in enough detail, and she requested a Call to Question. Board Member Tatem seconded the request. The Board voted on the Call to question and vote passed 5-0.

The Board vote moved to vote on the motion 15.8a.

15.9. Board Service of Process Policy

15.9a Motion to Direct the Superintendent to take the necessary steps to revise, publish notice of, and present to the Board for consideration and future adoption an amendment to District Policy 8325, Receipt of Legal Documents by District Employees, to allow both the District's General Counsel and the School Board's attorney to accept service of process on behalf of the Chair of the Board, the Superintendent, or any other member of the Board, in all suits against the District School Board.

RESULT:	**Adopted [5-0]**
MOVER:	Cindy Spray
SECONDER:	Richard Tatem
AYES:	Chad Choate, Gina Messenger, Cindy Spray, Mary Foreman, Richard Tatem

Minutes: Ms. Pamela D'Agostino, General Counsel, provided background and clarification to the Board regarding the proposed change to the District Policy. The Board held discussion and asked questions. The

Board agreed, that if adopted, they would add Policy 8325 to the topics of the upcoming workshop and advertise for a change to policy.

Chair Choate called for a brief recess at 3:17 PM and reconvened the meeting at 3:24 PM.

16) CONTINUED PUBLIC COMMENT (IF NECESSARY)

Minutes: There were no request for public comment.

17) INFORMATION ONLY (No Board Action Required)

17.1 Year-to-Date Financial Statements through October 31, 2023

17.2 Year-to-Date Charter School Financial Statement Summary through October 31, 2023

18) UPDATES

LEGAL DEPARTMENT UPDATE

Minutes: Mr. Stephen Dye, School Board Attorney, and Ms. Pamela D'Agostino, General Counsel, noted there were no updates for the Board.

OPERATIONS UPDATE

Minutes: Mr. Joseph Ranaldi, Deputy Superintendent of Operations, updated the board on the following:

- Human Resources / Job Fairs
- Transportation
- Food Service
- Technology

INSTRUCTIONAL UPDATE

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

- Gifted Appreciation Week
- Adult, Career, Technical Education Events
- Informational School Grade Presentation

Board Members asked questions and held discussion on the informational school grade presentation.

19) SUPERINTENDENT REMARKS

Minutes: Superintendent Wysong updated the Board on the following:

Consent Agenda - highlighted items approved by the Board at today's meeting.

Prize Patrol – thanked everyone who joined him on November 28, special thank you to Deb Gambino who coordinated the event.

Community Events & Meetings – provided an update on scheduled events and meetings within the community, Gulf Coast Builders, Mote Marine Lab & Aquarium, and Congressman Buchanan.

Holiday Season Celebrations – shared that there are many scheduled events within the district. Thanked the behind-the-scenes staff who make these events possible.

Giving Tree – recognized the staff who participated in this initiative to make a holiday celebration possible for 626 students.

20) BOARD COMMENTS

Board Member Messenger

Consent Agenda **–** highlighted donation consent agenda items.

Conference - provided an update on the FSBA/FADSS Joint Conference.

District Events – shared an update on the school events she has attended.

Board Member Tatem

Safety Moment – reminded everyone to be careful with candles at home during the holidays.

Board Member Foreman

Bradenton Police Department – thanked the officers for attending Board Meetings and Workshops.

School Support – provided an update on County Library Access for Elementary and Title 1 Schools.

Appreciation – extended her appreciation to all district staff.

Vice-Chair Spray

Recognitions – acknowledged school district retirees and thanked them for their service to the district.

Appreciation – spoke of compromise and thanked all staff and board members.

Chair Choate

Appreciation – thanked the Superintendent and staff for all of their work preparing todays agenda.

National Honor Society – congratulated honor students and thanked the teachers and sponsors.

Girls Manatee County Championship – shared that this event is scheduled for Saturday, December 16 at St. Stephens.

21) ADJOURNMENT

Minutes: There being no further business to come before the Board, Chair Choate adjourned the Meeting at 4:10 PM.

_____

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

December 15, 2023
Updated December 13, 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
Dr. Jason C. Wysong, Superintendent Chad Choate, Chair Cindy Spray, Vice-Chair Gina Messenger, Board Member Mary Foreman, Board Member Richard Tatem, Board Member Joseph Ranaldi, Deputy Superintendent of Operations Rachel Sellers, Deputy Superintendent of Business Services Derek Jensen, Deputy Superintendent of Instructional Services Stephen Dye, Board Attorney Pamela D'Agostino, General Counsel	Present

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

II) AGENDA AMENDMENTS

III) PUBLIC COMMENTS

Minutes: Public Comment as follows:

1. Heather Felton
2. Marie Masferrer

IV) WORKSHOP

1. Carr, Riggs & Ingram (CRI) Internal Auditor Update

Minutes: Chair Choate introduced internal auditors Mr. Mark Smith and Ms. Lorrie Kidder, of Carr Riggs & Ingram (CRI). Mr. Mark Smith, gave overview of the following Audits:

a. MTC POS Draft Report
b. MTC Financial Aide Draft Report

c. Contract Compliance Draft Report

The Board held discussion and asked questions. Answers and additional information were provided to the Board by Superintendent Wysong, Mr. Smith and Ms. Kidder.

2. Intent to Amend School Board Policies, To Include New Policies, and setting a Public Hearing at the Board Meeting on January 16, 2023

Minutes: Superintendent Wysong provided an overview of the advertised Policies and introduced Mr. Kevin Chapman, Chief of Staff. Mr. Chapman provided additional details of the proposed changes to the Board.

Policy 6550 - Travel and Per Diem

Mr. Chapman introduced the proposed updates to Policy 6550- Travel and Per Diem. The Board asked questions and held discussion. Additional information was provided by Dr. Wysong, Mr. Chapman and Ms. Pamela D'Agostino, General Counsel.

Policies 1500, 3500, 4500 - Remote Work

Mr. Chapman introduced the proposed New Policies 1500, 3500, 4500 – Remote Work. Superintendent Wysong provided the Board background information pertaining to the addition of these policies to the district. The Board Members held discussion and asked questions regarding the parameters of this proposed Policy. Board Member Messenger noted her belief that this should be used only to add flexibility to jobs, and not permanent remote work. Additional information was provided by Superintendent Wysong, Mr. Chapman, and Ms. Pamela D'Agostino.

Policy 8325 - Receipt of Legal Documents by District Employees

Mr. Chapman introduced Ms. Pamela D'Agostino, General Counsel, to provide an overview of the proposed update to Policy 8525 – Receipt of Legal Documents by District Employees.

The Board held discussion and asked questions. Additional information was provided by Mr. Stephen Dye, Board Attorney; Superintendent Wysong and Ms. D'Agostino.

Board Member Foreman requested that when a Service of Process on the School Board happens, that there is a notice that is noted to the General Counsel, Superintendent, School Board Members, and School Board Attorney. There was a consensus to add this to the changes to the Policy.

Chair Choate called a brief recess at 11:00 AM. The Board returned at 11:13 AM.

Policy 5120 - Student Assignment

Mr. Chapman continued the overview of proposed Policy changes, and introduced Mr. Joseph Ranaldi, Deputy Superintendent of Operations. Mr. Ranaldi provided the Board information regarding the proposed changes to District Policy 5120 – Student Assignment.

The Board asked questions and held discussion regarding movement of students based on the potential of maximum capacity of a school, or school grade, being met. Discussion was held regarding the option for Administrative Re-zoning by school as well as grade level. Additional information was provided by Mr. Ranaldi, Mr. Chapman and Superintendent Wysong.

After a request by Board Member Messenger to add wording that would ensure notification of the Board if any of the administrative functions must be utilized; Dr Wysong noted that the requested wording would be added.

Chair Choate called a recess at 12:20 PM. The Board returned at 12:54 PM.

Policy 6235 - Fund Balance

Mr. Chapman, Chief of Staff introduced Ms. Rachel Sellers, Deputy Superintendent of Business Services. Ms. Sellers noted the proposed changes to Policy 6235 – Fund Balance. Ms. Sellers provided the Board information regarding the proposed changes and stated there were updates due to changes in Statute, as well as the Board requests regarding Contingency Funds.

The Board members asked questions and held discussion. Additional information regarding the Board comments and questions were provided by Ms. Sellers and Superintendent Wysong.

Policy 6233 - District Budget Policy

Mrs. Sellers noted the changes to Policy 6233 were only to align data with proposed changes in Policy 6235.

Policy 2520 - Selection and Adoption of Instructional Materials

Mr. Derek Jensen, Deputy Superintendent of Instructional Services, introduced the updated Policy 2520 – Selection and Adoption of Instructional Materials. Mr. Jensen provided the Board a presentation regarding the following topics:

- Definition of Library Media Center
- Selection of Library Materials
- Instructional Materials and Adoption Process
- Limitation of Access to Materials
- Objection Language and Process Standardization of Book Removal
- Appeals to the Objections

The School Board held discussion and asked questions. Additional information was provided by Mr. Jensen and Ms. Pamela D'Agostino, General Counsel.

3. Discussion regarding School Board Process of Public Comment

Minutes: Board Member Tatem requested a Board discussion regarding the option for alternate Public Comments due to the potential of members of the public unable to attend a meeting in person. The Board held discussion regarding the topic and collectively decided that the Public Comments would continue with past practice as in-person is the preferred manner of comment. Each Board Member noted that there is open communication available via telephone and email daily.

V) ADJOURNMENT

Minutes: Chair Choate adjourned the Workshop at 2:58 PM.

_____
Dr. Jason C. Wysong, 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. 7.1

School Board of Manatee County
January 16, 2024 - 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. 9.1

School Board of Manatee County
January 16, 2024 - Regular Board Meeting

Title
2023-2024 FAST Progress Monitoring 2 (PM2) Mathematics Assessment Results

Executive Summary
Mr. Derek Jensen, Deputy Superintendent of Instruction, will present data regarding the 2023-2024 FAST Progress Monitoring 2 (PM2) Mathematics Assessment Results.

Contact
Submitting Department: Instructional Services
Initiated By: Derek Jensen

AGENDA ITEM NO. 10.1

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

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

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

The personnel recommended for appointments for the 2023-2024 school years have been interviewed by administrative staff members and have applications with favorable references on file in the Human Resources Department.

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
HR Board Material January 16, 2024 Updated 1.12.2024

Board Material - January 16, 2024 Revised 1/12/2024

Type		*Information/Position/Location*	Eff Date
Appointment/Admin			
	Bradford, Tracy	School Psychologist 12 Mo. Professional Support Center **(Range $63,309-$114,579)**	1/8/2024
	Foth, Thomas	Field Technician Braden River High **(Range $40,282-$74,203)**	1/8/2024
Appointment/Para			
	Ann, Beth	Teacher Aide, ESE King Middle	11/27/2023
	Baker, Tara	Teacher Aide, ESE King Middle	11/27/2023
	Burns, Melissa	Teacher Aide, ESE Nolan Middle	1/7/2024
	DeMauro, Lisa	Teacher Aide, ESE, One-on-One Williams Elementary	12/11/2023
	Goff, McKayla	Health Aide Palm View K-8	11/26/2023
	Perez, Charlene	Teacher Aide, MS King Middle	11/27/2023
	Randall, Kiara	Teacher Assistant, MS, ISS Palm View K-8	12/11/2023
	Snyder, Heather	Teacher Aide, ESE Palm View K-8	12/10/2023
	Stasik, Susanna	Teacher Aide, ESE Freedom Elementary	11/27/2023
	Teel, Danielle	Teacher Aide, ES, Title I Moody Elementary	12/11/2023
	Underwood, Amanda	Teacher Aide, ESE, One-on-One Bayshore Elementary	11/27/2023
	Watson, Francisa	Teacher Aide, ESE Miller Elementary	11/26/2023

Type		Information/Position/Location	Eff Date
	Whaley, Toby	Teacher Aide, Pre-K Mills Elementary	11/26/2023
Appointment/Prof			
Req. 9032	*Arrington, Clarence*	Teacher, ROTC/Military Train, HS Southeast High **M.S. Central Michigan University**	11/9/2023
Req. 10322	*Bergman, Markus*	Teacher, Mathematics, HS Palmetto High **PhD., University of Lund, Sweden**	11/27/2023
Req. 9879	*Brown, Brittanie*	Third Grade Teacher Manatee Elementary **B.A. The Art Institute of Colorado**	12/11/2023
Req. 10129	*Conrad, Natalie*	Teacher, Mathematics, MS Haile Middle **B.S. Old Dominion University**	11/27/2023
Req. 10286	*Curtis, Catherine*	Third Grade Teacher Harvey Elementary **M.A. Grand Canyon University**	11/27/2023
Req. 10330	*Fowler, Denice*	Third Grade Teacher Blackburn Elementary **B.A. Black Hills State University**	11/27/2023
Req. 10259	*Gambrah, Jasmyne*	Counselor, HS Southeast High **M.A. Capella University**	11/27/2023
Req. 10175	*Giraldo, Lori*	Elementary Teacher Horizons Academy **M.S. Touro College**	12/11/2023
Req. 10333	*Greene, Kristin*	Teacher, Music, ES Moody Elementary **BME Stetson University**	12/11/2023
Req. 9276	*Marquez, Kyoko*	Teacher, Art, HS Horizons Academy **B.A. San Francisco State University**	1/8/2024
Req. 5961	*McMahon, Nicole*	Teacher, Other Classroom Jain Middle	1/8/2024

Type		Information/Position/Location	Eff Date
		M.S. St. John's University	
Req. 10145	*Morris, Kayla*	Third Grade Teacher Kinnan Elementary **B.A. University of South Florida**	11/27/2023
Req. 10237	*O'Came, Courtney*	Teacher, Pre-K Handicapped Kinnan Elementary **B.A. Mount Marty College**	11/13/2023
Req. 9976	*Riordan, Jennifer*	Teacher, VE Buffalo Creek Middle **Ed.D. Wilkes University**	11/27/2023
Req. 10268	*Wilds, Wanda*	Kindergarten Teacher Bashaw Elementary **B.A. Armstrong State University**	11/27/2023
Req. 10312	*Willson-Conrad, Angela*	Teacher, Science, HS Parrish Community High **M.S. Western Michigan University**	11/27/2023
Appointment/Supp			
	Bulcha, Almaz	Food Service-5 hr., Floater Wakeland Support Center	11/27/2023
	Carmack, Flora	Bus Aide Matzke Support Center	11/27/2023
	Cronan, Breana	Bus Aide Matzke Support Center	11/27/2023
	Gallego, Gloria	Custodian 8 Hr. Braden River High	1/8/2024
	Goines, Socorro	Bus Aide Matzke Support Center	11/27/2023
	Kasper, Jessica	Custodian 8 Hr. Manatee Technical College	11/27/2023
	Liles, Elizabeth	Safety Guardian Matzke Support Center	1/8/2024
	Liles, Jason	Safety Guardian Matzke Support Center	12/11/2023

Type		Information/Position/Location	Eff Date
	Mccauley, Lela	Bus Aide Matzke Support Center	11/27/2023
	Morales Sanchez, Victoria	Custodian 8 Hr. Johnson K-8	11/27/2023
	Nguyen, Trang	Food Service Worker-5 Hr. Blackburn Elementary	11/26/2023
	Prezil, Francais	Custodian 8 Hr. Parrish Community High	1/8/2024
	Rodriguez De Lopez, Luisa	Lead Custodian I Professional Support Center	11/26/2023
	Roldan, Camilo	Plumber Matzke Support Center	11/26/2023
	Schmitt, Vincent	Safety Guardian Matzke Support Center	12/11/2023
Promotion/Admin			
	Anges, Kali	From: Student Support Specialist Myakka Elementary To: Assistant Principal, ES Tara Elementary	Added 1/12/2024 1/22/2024
	Mcmanis, Jennifer	From: STEM Coordinator Professional Support Center To: Assistant Principal, ES McNeal Elementary	Added 1/12/2024 1/22/2024
	Wittenbrook, Renee	From: Curriculum Specialist, Math Professional Support Center To: Instruction/Curriculum Coordinator Professional Support Center	1/8/2024
Resignation in Lieu of Termination			
	Lam, Jeannine	Teacher, VE/SC Tillman Elementary	12/2/2023
Resignation/Admin			
	Avila Mangual, Adrianne	Behavioral Specialist, ESE Professional Support Center	11/27/2023
	Chaney, William	Data Center Support Engineer	12/9/2023

Type		Information/Position/Location	Eff Date
		School Support Center	
	Mardones, Monica	Graduation Enhancement Tech Palm View K-8	1/6/2024
	May, Damon	Dist. Marketing & Design Specialist Manatee Technical College Main	1/6/2024
Resignation/Para			
	Anderson, Rhonda	Teacher Aide, ESE Bayshore High	12/23/2023
	Bruton, Rebecca	Teacher Aide, ESE Onceo Elementary	12/22/2023
	Demps, Justin	Classroom Sub Parrish Community High	11/30/2023
	Espinoza, Maria	Teacher Aide, ESE Palma Sola Elementary	12/11/2023
	Garner, Rebekah	Teacher Aide, ESE Mills Elementary	12/23/2023
	Haughey, Olivia	Classroom Sub King Middle	12/23/2023
	Linen, Sylvia	Classroom Sub Kinnan Elementary	12/2/2023
	Mango, Kristin	Teacher Aide, ESE Palmetto High	12/23/2023
	Ortiz Pazmino, Lorena	Teacher Aide, HS Braden River High	11/27/2023
Resignation/Prof			
	Alberry, Erika	Teacher, VE/SC Rogers Garden-Bullock Elementary	12/22/2023
	Cheek, Kristi	Testing Administrator Southeast High	1/13/2024
	Harrah, Kiara	Third Grade Teacher Bayshore Elementary	12/22/2023
	Marconi, Helenmarie	Teacher, IND/SC	11/22/2023

Type		Information/Position/Location	Eff Date
		Nolan Middle	
	Martin, Claire	Kindergarten Teacher Braden River Elementary	1/6/2024
	Morales-Correa, Meagan	Teacher, Language Arts, HS Bayshore High	11/29/2023
	Moravek, Madeline	Speech & Language Pathologist Abel Elementary	12/9/2023
	Trainer, Margo	Third Grade Teacher Ballard Elementary	11/14/2023
	Van der Walde, Eric	Teacher, Mathematics, HS Manatee High	12/22/2023
	Wanat, George	Teacher, Music, MS Braden River Middle	12/22/2023
	Whitfield, Kelli	Second Grade Teacher Gullett Elementary	11/14/2023
Resignation/Supp			
	Araujo, Marcos	School Bookkeeper, 12 Mo. Southeast High	1/13/2024
	Bingham, Susan	Food Service Worker-5 Hr. Williams Elementary	12/22/2023
	Calandrino, Rose	School Secretary I, 12 Mo. Manatee Technical College Main	5/24/2024
	Clyne, Brad	Custodian 8 Hr. Stewart Elementary	12/2/2023
	McDuffie, Ceira	Guidance Clerk, ES Willis Elementary	12/16/2023
	Morales Sanchez, Victoria	Custodian 8 Hr. Johnson K-8	12/5/2023
	Peterson, Michael	Food Service Worker-6 Hr. Buffalo Creek Middle	1/9/2024
	Rose, Adam	Lead Custodian I	11/29/2023

Type		Information/Position/Location	Eff Date
		Braden River Middle	
	Ruiz Gonzalez, Jose	Vehicle Mechanic Matzke Support Center	12/13/2023
	Sauer, Malea	Custodian 8 Hr. Stewart Elementary	12/2/2023
	Scofield, Donna	School Clerical Assistant, 10 Mo. Willis Elementary	1/2/2024
	Stinton, Tammy	School Secretary II, 12 Mo. Manatee Technical College Main	11/28/2023
Retirement in Lieu of Termination			
	Mooney, Jessica	Bus Driver Matzke Support Center **10.5 Years**	1/14/2024
Retirement/Admin			
	Coupe, Joseph	Data Center Services Supervisor School Support Center **28.58 Years**	1/6/2024
	Hebert, Manuela	Benefits Specialist School Support Center **27.09 Years**	1/6/2024
Retirement/Para			
	Garman, Noreen	Teacher Aide, ES Moody Elementary **26.10 Years**	1/6/2024
Retirement/Prof			
	Hocker, Tami	Instruction/Curriculum Coordinator Professional Support Center **11.58 Years**	1/6/2024
	Pinheiro, Cristina	Teacher, ESOL Resource Tillman Elementary **20.5 Years**	1/1/2024
Retirement/Support			
	Gallop, Richard	Electronic, Fire Alarm Tech Matzke Support Center **23.58 Years**	1/1/2024
	Rhodes, Sheryl	Accounting Clerk II Matzke Support Center	3/9/2024

Type		*Information/Position/Location*	Eff Date
		28.25 Years	
	Robinson, Tammy	Stores Clerk Matzke Support Center **35.1 Years**	1/1/2024
	Sheedy, Lisa	Food Service Worker-6 Hr. Moody Elementary **24 Years**	2/1/2024
Termination/Para			
	Edwards, Markesha	Physical Education Tech Rogers Garden-Bullock Elementary	11/28/2023
Termination/Prof			
	Hickey, Lisiane	Teacher, Pre-K Integrated Braden River Elementary	1/6/2024
	McGrath, Tiffany	Kindergarten Teacher Bayshore Elementary	12/8/2023
	Reed, Troy	Student Support Specialist Lee Middle	11/16/2023
	Washington, Paula	Second Grade Teacher Daughtrey Elementary	11/30/2023
Termination/Support			
	Crawford, Nakeya	Food Service-5 Hr., Floater Wakeland Support Center	11/29/2023
	Marquet, Lisbeth	Food Service Worker-6 Hr. Buffalo Creek Middle	12/12/2023
	Mathews, Teondra	Food Service Worker-5 Hr. Manatee High	12/9/2023
	Probst, Yustina	Tech Service Desk Specialist School Support Center	11/14/2023
	Thomas, Dakeveya	Bus Aide Matzke Support Center	11/14/2023
	Williams, Virginia	Food Service Worker-6 Hr. Manatee High	12/2/2023
Transfer/Admin			
	Chinault, Karen	From: Assistant Principal, ES Tara Elementary	Added 1/12/2024 1/22/2024

Type		*Information/Position/Location*	Eff Date
		To: Assistant Principal Blackburn Elementary	
	Glenfield, Wayne	From: Bus Driver Matzke Support Center To: Trans. Safety Officer/Trainer Matzke Support Center	1/7/2024
	Obando Proano, Karen	From: Human Resources Specialist I School Support Center To: Human Resources Specialist II School Support Center	1/7/2024
	Shelton, Carl	From: Video Production Specialist Professional Support Center To: Live Video Production Manager Professional Support Center	1/7/2024
	Terry, Ashley	From: Assistant Principal, ES McNeal Elementary To: Assistant Principal Palm View K-8	Added 1/12/2024 1/22/2024
Transfer/Para			
	Lindquist, Katie	From: Teacher Aide, ESE, One-on-One Freedom Elementary To: Classroom Sub Freedom Elementary	11/26/2023
	Tramill, Jordan	From: Custodian 8 Hr. Palmetto High To: Teacher Aide, ESE Palmetto High	1/7/2024
Transfer/Prof			
	Hsiao, Yu-Lin	From: Teacher, VE Stewart Elementary To: Teacher, VE Anna Maria Elementary	1/7/2024
	Parker, Williams	From: Teacher, Dropout Prevention, MS Palm View K-8 To: Teacher, Physical Education, HS Parrish Community High	1/7/2024
	Steffensen, Kira	From: Teacher Aide, ES Daughtrey Elementary	1/7/2024

Type		Information/Position/Location	Eff Date
		To: Second Grade Teacher Daughtrey Elementary	
Transfer/Support			
	Alvarez, Maria	From: School Registrar II, HS Palmetto High To: Senior School Secretary, HS Parrish Community High	1/7/2024
	Barnette, Shakara	From: Payroll Specialist School Support Center To: Senior Payroll Specialist School Support Center	1/7/2024
	Cervantes, Susan	From: Food Service Worker-6 Hr. Harllee Full Service Center To: Food Service Worker-6 Hr. Manatee Elementary	1/7/2024
	Cirruzzo, Joseph	From: Cafeteria Manager I, Floater Wakeland Support Center To: Cafeteria Manager I Tara Elementary	1/7/2024
	Croucher, Karen	From: Food Service Worker-7 Hr. Southeast High To: Food Service Assistant Manager Southeast High	1/7/2024
	Deleon, Sasha	From: Registrar I Professional Support Center To: School Bookkeeper, 12 Mo. Professional Support Center	1/7/2024
	Exposito Rodriguez, Cindy	From: Food Service-5 Hr., Floater Wakeland Support Center To: Food Service Worker-5 Hr. Harvey Elementary	11/26/2023
	Freeman, Michael	From: Cafeteria Manager I, Floater Wakeland Support Center To: Cafeteria Manager III Lincoln Middle	12/10/2023
	Harrington, Kevin	From: Cafeteria Manager I, Floater Wakeland Support Center	1/7/2023

Type		Information/Position/Location	Eff Date
		To: Cafeteria Manager I McNeal Elementary	
	Johnson, Tonya	From: Assistant Manager, FDS, Floater Wakeland Support Center To: Assistant Manager, Food Service Braden River High	11/26/2023
	Jongsma, Dennis	From: Bus Aide Matzke Support Center To: Transportation Student Assistant Matzke Support Center	1/7/2024
	Koleff, Carla	From: Senior Payroll Specialist School Support Center To: Payroll Coordinator School Support Center	11/26/2023
	Lamotte, Marilyn	From: Food Service Worker-5 Hr. Braden River High To: Food Service Worker-5 Hr. Tillman Elementary	11/26/2023
	Padgett, Lucila	From: Food Service-5 Hr., Floater Wakeland Support Center To: Food Service Worker-6 Hr. Buffalo Creek Middle	11/26/2023
	Shank, Tracey	From: Custodian 8 Hr. McNeal Elementary To: Head Custodian I McNeal Elementary	1/7/2024
	Sturges, Amy	From: School Clerical Assistant, 10 Mo Jain Middle To: School Registrar I, MS Jain Middle	1/7/2024
	White, Jennifer	From: School Clerical Assistant, 10 Mo Palmetto High To: School Registrar II, HS Palmetto High	1/7/2024
	Wilson, Mark	From: Food Services-5 Hr., Floater Wakeland Support Center	1/7/2024

Type	Information/Position/Location	Eff Date
	To: Food Services Worker-5 Hr. Lakewood Ranch High	
Zeris, Sharon	From: Account Specialist, MTC Manatee Technical College Main To: School Secretary II, 12 Mo. Manatee Technical College Main	1/7/2024

AGENDA ITEM NO. 10.2

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

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

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

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

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
OOF Content 1.16.2024 BM
OOF ESOL 1.16.2024 BM
OOF Reading 1.16.2024 BM

OOF Content 1.16.2024 BM

EMPLOYEE_NAME	SCHOOL_DESCR	JOB_CODE_DESCR	OOF Description	Due Date
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 3	5/31/2026
Spence,Jessica J.	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 3	5/31/2026
Werneke,Teresa Lynn	Ballard Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2024
Murray,Bernatta Dealcia	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2025
Walker,Brandi M.	Access to Education	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	5/31/2025
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 2	5/31/2025
Spence,Jessica J.	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 2	5/31/2025
Hunter,Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2025
Woods,Lorraine	Witt Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2025
Noga,Vjola	King Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/19/2024
Broxson,Shane Alcus	Bayshore High School	Tchr, Mathematics, HS	Mathematics 6-12	10/1/2024
Fallis,Mick	Haile Middle School	Tchr, Language Arts, MS	Middle Grades English 5-9	10/1/2024
Smith,Carleen M.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	9/22/2024
Gobbo,Gabriella M	Abel Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	5/31/2024
Murray,Bernatta Dealcia	Access to Education	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	5/31/2024
Walker,Brandi M.	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2024
Alfonso,Raymond Vinarao	Ballard Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2024
Cruz De Diego,Maria Jesus	Ballard Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Fitzstephens,Tracey D.	Bashaw Elementary School	Tchr, VE	PreKindergarten/Primary Education PK-3	5/31/2024
BonRose,Kami Lee	Bayshore Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2024
Harrah,Kiara Celeste	Bayshore Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2024
Ketchum,Kelsey Ann	Bayshore Elementary School	Tchr, First Grade	PreKindergarten/Primary Education PK-3	5/31/2024
Bigler,Cynthia L.	Bayshore High School	Tchr, Physical Educ, HS	Physical Education K-12	5/31/2024
Broxterman,Nicole Tadea	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2024
Montone,Daniel Bryan	Bayshore High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2024
Rupp,Michael	Bayshore High School	Tchr, Mathematics, HS	Middle Grades Mathematics 5-9	5/31/2024
Frank,Anna	Blackburn Elementary School	Tchr, VE	Exceptional Student Education K-12	5/31/2024
Miller,Joseph Levi	Blackburn Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2024
Serrano,Theresa	Blackburn Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Walker,Amanda	Blackburn Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Kelly,Marilyn E.	Braden River High School	Tchr, Art, HS	Art K-12	5/31/2024
Reeves,Zachary	Braden River High School	Tchr, VE	Elementary Education K-6	5/31/2024
Swales,Cynthia Ann	Braden River High School	Tchr, VE	Middle Grades Mathematics 5-9	5/31/2024
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	5/31/2024
Lamaitis,Erin	Braden River Middle School	Spec, Media, MS	Middle Grades English 5-9	5/31/2024
Malcomb,Allison	Buffalo Creek Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2024
Karlsson,Lisbeth	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2024
Kennedy,Charles Arthur	Daughtrey Elementary School	Tchr, Physical Educ, ES	Music K-12	5/31/2024
Nozell,Susan Elizabeth	Daughtrey Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Bragg,William E	Haile Middle School	Tchr, World Language, MS	World Language – Spanish K-12	5/31/2024
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 1	5/31/2020
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 2	5/31/2021
Fauchier-Johnson,Angela Brooke	Haile Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2024
Henry,Sylvie Gabrielle	Haile Middle School	Tchr, Language Arts, MS	Middle Grades English 5-9	5/31/2024
Brown,Janice	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Ferris,Laura	Horizons Academy	Tchr, Other Classroom	Exceptional Student Education K-12	5/31/2024
Bronson,Jeffrey H.	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	5/31/2024
Suchy,Michael Joseph	Manatee High School	Tchr, VE	Physical Education K-12	10/12/2022
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Business Education 6-12	5/31/2024
DeGiulio,Jessica Marie	King Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Galati,Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Galloza,Jezlyn M	Kinnan Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
Martinez,Diana Rose Supnad	Kinnan Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Williams,Ashley irene	Kinnan Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Bourdeau,Karen Marie	Lee Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Jones III,Sammie Lee	Lee Middle School	Tchr, VE	Exceptional Student Education K-12	5/31/2024
Mullins,Ryan Alexander	Lee Middle School	Tchr, Reading, MS	Middle Grades General Science 5-9	5/31/2024
Neuman,Belen Jacqueline	Lee Middle School	Tchr, World Language, MS	Readinbg K-12	5/31/2024
Davis,Andrea	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Hall,Brianna D	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Nettles,Aaron	Lincoln Memorial Middle School	Tchr, Language Arts, MS	English 6-12	5/31/2024
Maddox,Annette S.	Rogers Garden-Bullock ES	Tchr, Intellctual Disabilities	Elementary Education K-6	2/6/2006
Delgado,Edmundo A.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2024

Powley Link,Melissa Anne	Manatee High School	Tchr, Applied Technology	Business Education 6-12	5/31/2024
Long,Benjamin R.	Manatee Technical College	Tchr, Industrial Education	Business Education 6-12	5/31/2024
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 1	5/31/2024
Spence,Jessica J.	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 1	5/31/2024
Greene,Kristin Steele Inderwiesen	Moody Elementary School	Tchr, Music, ES	Elementary Education K-6	5/31/2024
Pippin,Tami Lynn	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 1	5/31/2021
Korschun,Martha	Moody Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Pintozzi,Cassidy Marie	Moody Elementary School	Tchr, Second Grade	Middle Grades English 5-9	5/31/2024
Rivero,Luis Alan	Oneco Elementary School	Tchr, Physical Educ, ES	Physical Education K-12	5/31/2024
Simmons,Brittany Nicole	Oneco Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Hrubes,Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	5/31/2024
Hrubes,Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	5/31/2024
Miller,Melanie A.	Palmetto Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2024
Narvaez,Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2023
Narvaez,Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2024
Barco,Adriana	Palmetto High School	Tchr, World Language, HS	World Language – Spanish K-12	5/31/2024
Corn,Samantha	Palmetto High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Freeman,Cynthia S.	Palmetto High School	Tchr, Reading, HS	English 6-12	5/31/2024
Golphin,Richard Edward	Palmetto High School	Tchr, Technology	Business Education 6-12	5/31/2024
Lang,Mackenzie	Palmetto High School	Tchr, Language Arts, HS	English 6-12	5/31/2024
Townson,Taylor	Palmetto High School	Tchr, Language Arts, HS	English 6-12	5/31/2024
Blalock,Michael	Parrish Community High School	Tchr, Science, HS	Biology 6-12	5/31/2024
Braun,Natalie Mary	Parrish Community High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Mentzer III,John Raymond	Parrish Community High School	Tchr, Social Studies, HS	Social Science 6-12	5/31/2024
Alberry,Erika L.	Rogers Garden-Bullock ES	Tchr, VE/SC	Elementary Education K-6	5/31/2024
Burga Perez,Bruno	Rogers Garden-Bullock ES	Tchr, First Grade	Elementary Education K-6	5/31/2024
White,Charlie A.	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Hermann,Mark L	Sable Acad Behavioral Learning	Tchr, VE/SC	Elementary Education K-6	5/31/2024
Jackson,Maxine Lee	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2024
Bomar,Brittani J.	Prine Elementary School	Tchr, Resource	Exceptional Student Education K-12	5/31/2021
Maloney,Charisse	Sable Acad Behavioral Learning	Elementary Teacher	Elementary Education K-6	5/31/2024
Denny,Rachel Louise	Samoset Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
DiStefano,Anthony	Samoset Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Collins,Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Michael,Jessica	Sea Breeze Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Capalit,Ross Ann	Southeast High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Koka,Kiranmai	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2024
Smith,Anthony Charles	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2024
Little,Aaron	Sugg Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2024
Samuels,Robert	Sugg Middle School	Tchr, Technology	Business Education 6-12	5/31/2024
Alimon,Jezreel Kim	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2024
Leupold,Jonathan	Tillman Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
Shimmell,Mercedes	Tillman Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2024
Hair,Robbin J.	Samoset Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	5/31/2020
Burke,Catherine A.	Witt Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	5/31/2024
Woods,Lorraine	Witt Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2024
Pellicone,Jessica	Samoset Elementary School	Tchr, Art, ES	Art K-12	10/20/2021
Pellicone,Jessica	Samoset Elementary School	Tchr, Art, ES	Engineering and Technology Education	3/20/2019
Simpson,Nickesha Natalee	Moody Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	5/1/2024
Goodhue,Susan	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	3/21/2024
Clark,Robert Dylan	Parrish Community High School	Tchr, Physical Educ, HS	Visually Impaired K-12	2/22/2024
Armer,Harry	King Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	2/8/2024
Davis,Michael R	Southeast High School	Tchr, Reading, HS	Readinbg K-12	5/31/2023
Hunter,Stephanie	Bashaw Elementary School	Tchr, VE/SC	Elementary Education K-6	2/6/2024
Fernandez,Lesly	Buffalo Creek Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	2/6/2024
Drake,Donnalyn	Lincoln Memorial Middle School	Tchr, Reading, MS	Middle Grades English 5-9	2/6/2024
DeCicco,Anthony	Manatee High School	Tchr, Dropout Prevention, HS	Health K-12	2/6/2024
Von Versen,Vanessa	Blackburn Elementary School	Tchr, Second Grade	Elementary Education K-6	2/5/2024
Braendel,Patricia C	Prine Elementary School	Tchr, VE/SC	Elementary Education K-6	2/5/2024
Keen,Christine N.	Myakka Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	2/2/2024
Lovin,Tara Williams	Daughtrey Elementary School	Tchr, VE/SC	Elementary Education K-6	2/1/2024
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	Social Science 6-12	9/18/2019
Mihalik,Donald Lee	Lakewood Ranch High School	Tchr, Language Arts, HS	English 6-12	1/24/2024
Altes,Amanda Jade	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	1/24/2024
McNear,Koral	Tillman Elementary School	Tchr, Second Grade	Elementary Education K-6	1/22/2024
Pavon,Ana Gabriela	Williams Elementary School	Tchr, VE/SC	Educational Media Specialist PK-12	1/17/2024

Milhaven,James	Bashaw Elementary School	Tchr, Fifth Grade	Elementary Education K-6	1/9/2024
Thompson,Sherryce	Blackburn Elementary School	Tchr, First Grade	Elementary Education K-6	1/9/2024
Franco Rengifo,Valentina	Bashaw Elementary School	Tchr, Kindergarten	Elementary Education K-6	1/8/2024
Broom,Sara Anne	Prine Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	12/21/2023
Noga,Vjola	King Middle School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	12/19/2023
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 2	12/13/2023
Miller,Craig Louis	King Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	11/28/2023
Pope,Eleanor S.	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2021
Pope,Eleanor S.	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2022
Ralston,Emily	Lincoln Memorial Middle School	Tchr, Agriculture/Nat Resrcs	Middle Grades Mathematics 5-9	11/28/2023
Price,Kavious D	Manatee High School	Tchr, Physical Educ, HS	Exceptional Student Education K-12	11/28/2023
Masterson,Teresa A	McNeal Elementary School	Tchr, VE/SC	PreKindergarten Disabilities Endorsement	11/28/2023
Braun,Natalie Mary	Parrish Community High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	11/28/2023
Cray,Laura	Tara Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	11/22/2023
Velez,Arlene	Kinnan Elementary School	Specialist, Student Support	Gifted Endorsement Class 3	11/1/2023
Patton-Roark,Bruce Kerry	Manatee Elementary School	Tchr, Second Grade	Elementary Education K-6	10/31/2023
Birakis,Christina Marie	Haile Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/30/2023
Riggio,Joseph M	Johnson K-8 Sch of Int Studies	Tchr, Physical Educ, ES	Elementary Education K-6	10/22/2023
Disney,Jessica Lee	Palma Sola Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	10/22/2023
McGill,Kasey	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	10/16/2023
Fenton,Michelle S. Cogswell	Harvey Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	10/14/2023
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Health K-12	10/4/2023
Lejarzar,Gary Wayne	Tillman Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	10/4/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Art K-12	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Elementary Education K-6	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Mathematics 6-12	10/2/2023
Aguado,Sarah Elizabeth	Moody Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2021
Robinson,Tamya	Lincoln Memorial Middle School	Tchr, Technology	Engineering and Technology Education	9/26/2023
Dejneka,Ulyana Bushnell	Bayshore High School	Tchr, ESOL Resource	Art K-12	5/31/2023
Frank,Anna	Blackburn Elementary School	Tchr, VE	Elementary Education K-6	5/31/2023
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2023
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2023
Kammou,Hadda	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
Daly,Stefania D.	Buffalo Creek Middle School	Specialist, Student Support	Business Education 6-12	5/31/2023
James,Kaitlyn	Daughtrey Elementary School	Tchr, Art, ES	Elementary Education K-6	5/31/2023
Bock,Jessie Rey	Gullett Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2023
Couvertier Mojica,Martha	Manatee Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2023
Hamilton,Sabrina	Manatee Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2023
Jackman,Jeremy	Manatee Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2023
Mendez,Jessica	Manatee Elementary School	Tchr, Pre-K	Exceptional Student Education K-12	5/31/2023
Negroni,Ivette	Manatee Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2023
Galati,Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2021
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades Social Science 5-9	5/31/2023
Lawlor,Whitney	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	5/31/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	5/31/2023
Grant,Kimberly A.	Moody Elementary School	Tchr, Fourth Grade	Music K-12	5/31/2023
Fishman,Farrah	Oneco Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2023
Erhardt Jr,Bruce Jeffery	Palm View K-8 School	Tchr, Social Studies, MS	Middle Grades General Science 5-9	5/31/2023
Henriquez Mendoza,Daniela L	Palmetto Elementary School	Tchr, Dual Language, ES	PreKindergarten/Primary Education PK-3	5/31/2023
Shaffer,Amy C.	Abel Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2023
Hrubes,Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2023
Kozuch,Samantha	Palmetto High School	Tchr, Physical Educ, HS	Health K-12	5/31/2023
CARDER,ARIADNE	Rogers Garden-Bullock ES	Tchr, Kindergarten	World Language – Spanish K-12	5/31/2023
Zuluaga,Diana	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	5/31/2023
DiStefano,Anthony	Samoset Elementary School	Tchr, Fifth Grade	Middle Grades General Science 5-9	5/31/2023
Epstein,Nancy	Southeast High School	Tchr, Social Studies, HS	Readinbg K-12	5/31/2023
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	5/31/2023
Buchek,Tiffany Brea	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	2/28/2021
Buchek,Tiffany Brea	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	2/28/2022
Buchek,Tiffany Brea	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	2/28/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	2/9/2023
Ansbro,Emily	Palmetto High School	Tchr, Language Arts, HS	English 6-12	2/7/2023
Coleman,Brittney M	Tara Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	2/7/2023
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Mathematics 6-12	1/10/2023
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Business Education 6-12	1/10/2023
Nolin,Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/13/2022

Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 1	12/13/2022
Lamaitis,Erin	Braden River Middle School	Spec, Media, MS	Educational Media Specialist PK-12	5/31/2022
Diss,Amy	Braden River Middle School	Tchr, Family & Cnsumr Sciences	Middle Grades Mathematics 5-9	11/29/2022
Nueva,Abigail Salazar	Miller Elementary School	Tchr, VE/SC	Elementary Education K-6	11/21/2022
Franklin,Katrina N.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	11/1/2022
Uhlinger,Chad C.	Braden River Middle School	Tchr, Mathematics, MS	Mathematics 6-12	9/23/2021
Wilkes,Bernard	Lakewood Ranch High School	Tchr, Social Studies, HS	Social Science 6-12	10/21/2022
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/16/2022
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	10/11/2022
Murphy,Jack R	Buffalo Creek Middle School	Tchr, Social Studies, MS	Social Science 6-12	10/7/2022
Koci,Stanley William	Sea Breeze Elementary School	Specialist, Student Support	Middle Grades General Science 5-9	5/31/2019
Boyd,Stephanie	Jain Middle School	Tchr, Social Studies, MS	Middle Grades English 5-9	10/5/2022
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	10/5/2022
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Earth-Space Science 6-12	10/4/2022
Jones,Cary Leigh	Parrish Community High School	Tchr, Technology	Exceptional Student Education K-12	10/4/2022
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades General Science 5-9	10/3/2022
Dickens,Heather Jean	Bashaw Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	9/30/2022
Dorman,Brianne	Sea Breeze Elementary School	Tchr, First Grade	Exceptional Student Education K-12	9/15/2022
Shreve,Heather	Rogers Garden-Bullock ES	Tchr, Physical Educ, ES	Elementary Education K-6	9/13/2022
Phillips,Dianne J.	Williams Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	8/1/2022
Morris,Barbara	Horizons Academy	Tchr, Social Studies, HS	Exceptional Student Education K-12	6/30/2022
Artis,Heather E.	Abel Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2022
Rainey,Kharma Rae	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2022
Soudijn,Cheryl A.	Johnson K-8 Sch of Int Studies	Tchr, Pre-K Integrated	Exceptional Student Education K-12	5/31/2021
Calcorzi,Angel A.	Bayshore Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2022
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Baity,Reggie	Blackburn Elementary School	Specialist, Student Support	Elementary Education K-6	5/31/2022
Dowling,Jennifer	Braden River Middle School	Tchr, Mathematics, MS	Elementary Education K-6	5/31/2022
Geldmaker,Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2022
Wright,Kimberly	Horizons Academy	Tchr, Resource	Mathematics 6-12	5/31/2022
Gardner,Kelly Sanford	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2022
Luther,Latece R.	Lincoln Memorial Middle School	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2022
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 3	5/31/2022
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades General Science 5-9	5/31/2022
Klaput,Joseph	Haile Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	5/31/2021
Walton,Ronald J.	Moody Elementary School	Specialist, Student Support	Elementary Education K-6	5/31/2022
Gardner,Kelly Sanford	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2021
Pippin,Tami Lynn	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Webb,Jim H	Palmetto High School	Tchr, Dropout Prevention, HS	Social Science 6-12	5/31/2022
Cummins,Kristy Lynne	Parrish Community High School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	5/31/2022
Hudson,Le' Nora Lateisha	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2022
Nolin,Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	12/13/2023
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2022
Benjoud,Omar	Southeast High School	Tchr, VE	Exceptional Student Education K-12	5/31/2022
McDaniel,Lauren A.	Tara Elementary School	Tchr, Second Grade	Educational Media Specialist PK-12	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Elementary Education K-6	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	5/31/2022
John,Melissa K.	Williams Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2022
Hodge,Doni E.	Daughtrey Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	5/1/2022
Storm,Megan	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	2/12/2022
Kennedy,Ryan M.	Parrish Community High School	Tchr, VE	English 6-12	2/12/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Art K-12	1/21/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Elementary Education K-6	1/21/2022
Westendorf,Michelle S.	Miller Elementary School	Tchr, First Grade	Exceptional Student Education K-12	1/11/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	1/10/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	1/10/2022
Mauk,Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	12/2/2021
Van Serke,Kelly D.	Buffalo Creek Middle School	Spec, Media, MS	Engineering and Technology Education	10/28/2021
Ortiz,Joan P.	Nolan Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/21/2021
Siegel,Kristin M.	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	10/19/2021
Corbett,Brooke E.	Palmetto High School	Tchr, Other Classroom	World Language – Spanish K-12	10/11/2021
Guth,Andrea	Kinnan Elementary School	Tchr, Kindergarten	Elementary Education K-6	10/8/2021
Searls,Darvin L.	Southeast High School	Tchr, Other Classroom	Exceptional Student Education K-12	10/8/2021
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	10/5/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	English 6-12	10/4/2021

Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Mathematics 6-12	10/4/2021
Bock,Michael	Braden River High School	Tchr, Dropout Prevention, HS	Mathematics 6-12	5/31/2023
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades English 5-9	10/3/2021
Matyasi,Matthew	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	Middle Grades General Science 5-9	10/2/2021
Reeves,Zachary	Braden River High School	Tchr, VE	Exceptional Student Education K-12	5/31/2023
Mezzina,Sabrina Lisa	King Middle School	Tchr, VE	Elementary Education K-6	10/1/2021
Callihan,Amanda Lynn	Jain Middle School	Counselor MS	Middle Grades English 5-9	9/30/2021
Boardman,Kerri	Braden River Elementary School	Tchr, VE/SC	Elementary Education K-6	9/27/2021
Pollack Servoss,Fay K.	Rogers Garden-Bullock ES	Librarian / Media Spclst, ES	Middle Grades General Science 5-9	9/24/2021
Forero,Emily T	Gullett Elementary School	Tchr, Third Grade	Elementary Education K-6	9/22/2021
Cobb,Sylvia A.	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	9/10/2021
Munive,Daniel A	Bayshore Elementary School	Tchr, Third Grade	Exceptional Student Education K-12	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Elementary Education K-6	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 1	5/31/2021
Neathery,Michele E.	Bayshore High School	Tchr, Reading, HS	English 6-12	5/31/2021
Geldmaker,Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2022
Geldmaker,Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2023
Routhier,Charles F.	Bayshore High School	Tchr, Business Technology	Business Education 6-12	5/31/2021
Thill,Katherine Lynne	Freedom Elementary School	Tchr, Fourth Grade	Elementary Education K-6	3/2/2019
McIntosh,Maria Gabriela- Ramirez	Braden River Elementary School	Tchr, Dual Language, ES	Elementary Education K-6	5/31/2021
Zachary,Cassidy	Freedom Elementary School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	5/31/2020
Vasquez,Andrea C	Braden River High School	Tchr, World Language, HS	Elementary Education K-6	5/31/2021
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	11/5/2019
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	11/5/2020
Lawlor,Whitney	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	5/31/2022
Reeves,Patricia	Braden River Middle School	Tchr, Social Studies, MS	Middle Grades Mathematics 5-9	5/31/2021
Keats,Michelle	Freedom Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2021
Deppen,Julie	Willis Elementary School	Tchr, Third Grade	Middle Grades English 5-9	5/31/2019
Gibson,Joseph W.	Haile Middle School	Tchr, Art, MS	Engineering and Technology Education	5/31/2021
Ngo,Jacqueline L	Johnson K-8 Sch of Int Studies	Tchr, First Grade	World Language – Spanish K-12	5/31/2021
Bracciano,Kathryn E	Manatee High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Egyed,Peter P.	Manatee High School	Tchr, Autism Spectrum Disorder	Art K-12	5/31/2021
Hunter,Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2023
Hunter,Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2024
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades Mathematics 5-9	5/31/2021
Ceruti,Kaitlyn	Williams Elementary School	Tchr, Emotion/Behavr Disabil	Autism Endorsement Year 1	5/31/2022
Ceruti,Kaitlyn	Williams Elementary School	Tchr, Emotion/Behavr Disabil	Autism Endorsement Year 2	5/31/2023
Roth,Trisha L.	Mills Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2021
Vonseggern,Byron	Nolan Middle School	Tchr, Science, MS	Exceptional Student Education K-12	5/31/2021
Perez,Brenda M	Oneco Elementary School	Tchr, Second Grade	Educational Media Specialist PK-12	5/31/2021
Trefil,Elsa D.	Williams Elementary School	Tchr, VE	Elementary Education K-6	10/12/2019
Greene,Caitlyn J	Parrish Community High School	Tchr, Agriculture/Nat Resrcs	Middle Grades General Science 5-9	5/31/2021
Rosario,Wilfredo	Sable Acad Behavioral Learning	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2021
Brydson,Raynard E.	Sea Breeze Elementary School	Specialist, Student Support	Elementary Education K-6	5/31/2021
Muntz,Steve Marshall	Southeast High School	Tchr, Other Classroom	Mathematics 6-12	5/31/2021
Swinkels,Katherine	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Leonard,Angela C.	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 1	5/31/2019
Leonard,Angela C.	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 2	5/31/2020
Leonard,Angela C.	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 3	5/31/2021
Martinez,Stephanie Lynn	Willis Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2021
Steinberg,Brittney S	Bayshore Elementary School	Tchr, First Grade	Autism Endorsement Year 2	5/1/2021
Highley,Tamara J.	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	2/7/2021
Weingold,Kevin	Buffalo Creek Middle School	Tchr, VE/SC	Exceptional Student Education K-12	10/7/2022
Brust,Doris	Lincoln Memorial Middle School	Tchr, Emotion/Behavr Disabil	Art K-12	2/7/2021
Tate,Deonta	Palmetto High School	Tchr, TV Production	Art K-12	1/6/2021
Van Zandt,Mary Beth	Tara Elementary School	Tchr, VE	Elementary Education K-6	1/6/2021
Henry,Louis Gerol	Lakewood Ranch High School	Tchr, World Language, HS	Middle Grades Mathematics 5-9	1/3/2021
Mauk,Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	12/2/2020
Blank,Christopher	Lakewood Ranch High School	Tchr, Health, HS	Middle Grades General Science 5-9	10/31/2020
Paravicini,Scott F.	Lakewood Ranch High School	Tchr, Physical Educ, HS	Mathematics 6-12	10/31/2020
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Mathematics 5-9	10/23/2020
Bishop,Meghan Kathleen	Southeast High School	Coordinator, IB	Middle Grades General Science 5-9	10/7/2020
Koehlinger,Melissa A.	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/3/2020
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Social Science 5-9	10/3/2020
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	English 6-12	9/18/2020
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades English 5-9	6/10/2020

Huffman,Julia Marie	Rogers Garden-Bullock ES	Tchr, Third Grade	Elementary Education K-6	5/31/2020
Goodyear,Calaina R	Sugg Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	5/31/2020
Devlin,Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 2	5/30/2020
Balsai,Gina Maria	Samoset Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	5/30/2020
Steinberg,Brittney S	Bayshore Elementary School	Tchr, First Grade	Autism Endorsement Year 1	5/1/2020
Mainer,Angela K	Braden River Middle School	Specialist, Student Support	Elementary Education K-6	5/1/2020
Devlin,Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 1	8/1/2019
Bailey,Beth	ESE	Tchr, Hearing Impaired	Elementary Education K-6	5/1/2020
Devlin,Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 3	5/30/2021
Baucom,Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2022
Baucom,Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2023
Bailey,Beth	ESE	Tchr, Hearing Impaired	Exceptional Student Education K-12	5/1/2020
Martin,Roderick	Palmetto High School	Tchr, Mathematics, HS	Mathematics 6-12	3/5/2020
Redden,Melanie J.	Harvey Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2023
VanCleave,Kristen F.	Samoset Elementary School	Counselor ES	Elementary Education K-6	2/15/2020
Durocher,Christy A.	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Exceptional Student Education K-12	2/14/2020
Clark,Christy	Adult Career and Tech Educ	Tchr-Spcl Assgn,Basic Instruct	Engineering and Technology Education	1/8/2020
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	11/5/2019
Woughter,Cari	Manatee Elementary School	Tchr, Fifth Grade	PreKindergarten Disabilities Endorsement	10/19/2019
Garrity,Patrick	King Middle School	Tchr, Dropout Prevention, MS	Business Education 6-12	10/15/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/12/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/12/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Social Science 5-9	10/12/2019
Strom,Cary R	Sugg Middle School	Tchr, Dropout Prevention, MS	English 6-12	10/7/2019
Yueng-Nieves,Kathryn Paula	Freedom Elementary School	Tchr, Pre-K Integrated	Elementary Education K-6	10/5/2019
King,Christopher T.	Haile Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	10/3/2019
Silva,John L.	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2019
Greene,Nailah D.	Johnson K-8 Sch of Int Studies	Tchr, First Grade	Elementary Education K-6	5/31/2019
Fearon,Victoria A.	Palm View K-8 School	Tchr, Language Arts, MS	Elementary Education K-6	5/31/2019
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Social Science 6-12	5/31/2019
Ramos,Laura Lili	Horizons Academy	Tchr, Critical Thinking	Middle Grades Mathematics 5-9	11/1/2018
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	Middle Grades General Science 5-9	9/18/2018
Williams,Tara	Braden River Middle School	Tchr, VE	Social Science 6-12	9/5/2018
Henderson,Deanna	Parrish Community High School	Tchr, Science, HS	Social Science 6-12	9/5/2018
Mercado,Giovanna	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	7/13/2018
Frech,Aaron	King Middle School	Tchr, Technology	Elementary Education K-6	6/30/2018

OOF ESOL 1.16.2024 BM				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
King,Jennifer Anne	Abel Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Villa,Courtney Raye	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Clark,David	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Cuda,Brittany	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Duba,Arlene Mag-Aso	Bayshore Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2025
Nichols,Elizabeth Nicole	Bayshore Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Capellan,Maria Margarita	Blackburn Elementary School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2025
Fostin,Ashley	Blackburn Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Alexander,Katherine	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Duball,Cheri	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Duncan,William	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Atunrase,Keaira	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Corbett,Katrena Lynn	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Grundy,Molly	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Simmons,Solanges	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Wieland,Catherine Amanda	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
McWhorter,Mary Emmaline	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
David,Kimberly	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025
Pendzimaz,Kelsye Jean	Kinnan Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Mathis,Holly L.	Lee Middle School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Mercado,Mary Flor Arenas	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
Casey,Matthew	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Eurich Plevin,Elizabeth	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Raber,Jillisa	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Couey,Kristah Elizabeth	Moody Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2025
Huggins,Madison	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Sidnam,Jessica Sunshine	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Trautner,Tracy	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Zavala,Karina	Myakka Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Guevara,Stephanie M.	Myakka Elementary School	Tchr, Art, ES	ESOL End. Class 1	8/1/2025
Comuzzi,Gina M	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Cunningham,Jolissa	Oneco Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Lewis,Leanna May	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Palero,Blessyl Herrera	Oneco Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Gleason,Olivia	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
McCaw,Kelsey	Palm View K-8 School	Teacher, Other Classroom	ESOL End. Class 1	8/1/2025
Parkerson,Cathy	Palm View K-8 School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Alcantara Jimenez,Ana	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Bailey,Jessica Nicole	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Del Cuadro,Sierra	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Diaz,Yesenia	Palmetto Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Schaffer,Victoria	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Simmons,DeAndra Vonterrious	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2025
Danko,Ashley Anne	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Dodd,Paige	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Early,Michelle Sharice	Prine Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2025
Riggins,April L.	Prine Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2025
Sciortino,Nicole	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Wallace,Sara Anne	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Davis,Ieshia Nicole	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Gogarty,Ashley	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Guzman,Bridget	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Lopez,Melissa	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Brubacher,Tiffany Kay	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Meilan,Angela Nicole	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Alexander,Stephanie	Sea Breeze Elementary School	Tchr, Pre-K	ESOL End. Class 1	8/1/2025

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

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

Collado,Evelyn	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/4/2023
Nonova,Albena	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/4/2023
Walter,Tess	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/4/2023
Green,Phillip Antonio	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/3/2023
Darnell,Amanda Nicole	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Simpson,Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2023
Tobias,Kayla	Abel Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Sawyer,Teri Leah	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Adams,Mariah	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Beck,Karen A.	Bayshore Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Nobile,Selina	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Perry,Sarah A.	Bayshore High School	Tchr, VE	ESOL End. Class 3	8/1/2023
Callahan,Heather	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Chanelo Rodriguez,Edith Rocio	Blackburn Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Bono,Noelle	Braden River Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Messer,Kathleen	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Mynatt,Jessica	Braden River Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2023
Alston,Holly I	Buffalo Creek Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2023
Tympanick,Katherine	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Kilguss,Sarah E	Exec Dir, Teaching & Learning	Tchr-Spcl Assgn,Basic Instruct	ESOL End. Class 1	8/1/2023
Baialardo,Sonny	Freedom Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Riffle,Jennifer Lynn	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Williams,Jarrett Dean	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Milazzo,Lauren	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Schultz,Erin	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Williams,Jaime	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Burton,Carolyn P.	Hospital-Homebound Instruction	Tchr, Hospital/Homebound	ESOL End. Class 1	8/1/2023
Arsalai,Sadaf M	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2023
Hamel,Kelly L	Jain Middle School	Specialist, Student Support	ESOL End. Class 1	8/1/2023
Alvarez,Daniel	Johnson K-8 Sch of Int Studies	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Martinetti,Megan E	Johnson K-8 Sch of Int Studies	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Tollers,Stephanie M	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Bluemlein,Alexis	Kinnan Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Vanderford,Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Bernal,Laura Sofia	Manatee Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2023
Fidura,Monica	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Montijo,Jennifer Lynn	Manatee Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Flesche,Kathryn L.	McNeal Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Cole,Emily Jean	McNeal Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Byrne,Adrianna Marie	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Kolomiychenko,Vyacheslav	Moody Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2023
Moreno-Hernandez,Diana M	Oneco Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2023
Romain,Kenicka Patrice	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Solano,Gabriella Renee	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Van Dyke,Carolyn Louise	Oneco Elementary School	Tchr, Resource	ESOL End. Class 1	8/1/2023
George,Jenna	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Hyde,Katherine	Parrish Community High School	Tchr, Physical Educ, HS	ESOL End. Class 3	8/1/2023
Akers,Jennifer Kaye	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Jordan,Andrea	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Mazelin,Caitlin	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Soto,Brunilda	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Barber,Coleman	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Harvey,Chondra Tootle	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Peace,Elizabeth	Sea Breeze Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Warren,David O'dell	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Hogue,Kenneth Carrington	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Anioce,Swenson	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Hogue,Rebekah	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023

Hamilton-Smith,Lookerisha	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2023
Miller,Jessica Laine	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2023
Feliciano,Sarah	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Kerchner,Lisa	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Radaszewski,Anthony Peter	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Botros,Carrie	Willis Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Frisch,Tracylyn	Witt Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Lavigne,Jamie	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Angstadt,Sandy	Anna Maria Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Coberly,Wendy	Bashaw Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2022
Fairley,Johni	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Lockhart,Megan Ann	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Anderson,Jessica L	Blackburn Elementary School	Coordinator	ESOL End. Class 1	8/1/2022
Bratton,Kamille J	Blackburn Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2022
Austin,Taylor Nicole	Braden River Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Bryant,Andre L.	Braden River Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2022
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	ESOL End. Class 1	8/1/2022
Luchuk,Mary A	Buffalo Creek Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2022
Hajduk,Michelle	Daughtrey Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2022
Thompson,Monique	Freedom Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2022
Abend,Tristan Louis	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2022
Garber,Valerie Janelle	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Gomes,Lisa	Kinnan Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Gimmi,Alexander	Lakewood Ranch High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2022
Lubbers,Jess William	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Coetzee,Nicolette M	Lakewood Ranch High School	Tchr, Social Studies, HS	ESOL End. Class 1	8/1/2022
Page,Anita E	Manatee Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Campbell,Patricia A.	McNeal Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Murphy,Bonnie H	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Vicens,Sarah Lyn	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2022
Childress,Ashley N	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Weems,Kristen Marie	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Hennessy-Seguin,Megan	Myakka Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2022
Griffon,Joy L.	Oneco Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Kelly,Debra Ann	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Deans,Sara S	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Ramon,Samantha	Palmetto Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2022
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	ESOL End. Class 1	8/1/2022
Sasso,Kristina	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Walker,Kaylee	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Daspit,Katie Lyn	Samoset Elementary School	Tchr, Resource	ESOL End. Class 1	8/1/2022
Walter,Maddison Claire	Samoset Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2022
Highers,Jamie S.	Stewart Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2022
Collins,Asia Marie	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Collins,Jessica	Tillman Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Gallegos,Tiffany Jade	Williams Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Tackett,Laura Katherine	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Walker,Michael F.	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/1/2021
Thomas,Katrina Ellen	Anna Maria Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Cardozo,Chelsea A.	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Hardin,Kerri Nicole	Ballard Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Heasley,Cherie Michelle	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Adriano,Victoria Catherine	Ballard Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2021
Davidson,Spirit Marie	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Morgan,Melissa Elizabeth	Bashaw Elementary School	Librarian / Media Spclst, ES	ESOL End. Class 1	8/1/2021
Wilson,Paige	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Lentzke,Rose M.	Bayshore High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2021
Eidson,Kaehla Jo	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021

Lehman,Tracie Leigh	Braden River Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2021
Gould,Allicia	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Riccio,Christine M	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2021
Schroeder,Claire Anna	Daughtrey Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2021
Lane,Barbara Ann	Freedom Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2021
Autrey,Stacy	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Pawlik,Lauren Yasia	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Bickford,Heidemarie	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2021
Navarra,Samara	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Coppola,Alison	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Wolff,Eric M.	Horizons Academy	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Kingsley,Dana C	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Vogt,Samantha Lynn	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Haushalter,Dawn M.	Lakewood Ranch High School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2021
McCray,Juliette L.	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Harshaw,Samantha C	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2021
Baker,Matthew	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2021
Stiebeling,Megan A	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Schultes,Ashley P	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Dominguez,Olivia	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Krakowski,Michelle M.	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Mitchell,Raven Aisha	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Slattery,Jennifer Lynn	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Steiner,Kati	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Best,Rebecca	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Williams,Bradley Matthew	Parrish Community High School	Tchr, Science, HS	ESOL End. Class 1	8/1/2021
DePatie,Alison Layne	Parrish Community High School	Tchr, Social Studies, HS	ESOL End. Class 1	8/1/2021
Lenard,Rachel	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Bagley,Katie E	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Gomez Ojeda,Arelys D.	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Schabel,Kaytlynn Marie	Prine Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Babakarkhil,Sakhi	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Jaimes,Maria D.	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Sartori Amsberry,Phoebe Viola	Sea Breeze Elementary School	Tchr, Music, ES	ESOL End. Class 4	8/1/2021
Cartwright,Elizabeth G.	Southeast High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2021
Jackson,Brandi L.	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2021
Haacke,Karen	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Seiler,Tracy A.	Witt Elementary School	Tchr, Third Grade	ESOL End. Class 1	5/17/2021
Thornton,Joshua C.	Bashaw Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 4	10/27/2020
Gardini,Elizabeth	Abel Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2020
Scott,Tracey	Abel Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2020
Fallgren,Regina N.	Anna Maria Elementary School	Tchr, Gifted	ESOL End. Class 1	8/1/2020
Pond,Kelli	Ballard Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2020
Llamas,Jacqueline	Braden River Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2020
Moore,Peggy L.	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2020
Holly,Elizabeth Anne	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2020
Reed,Melissa J	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Tucker,Janele Catherine	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Peterson,Lisa Ann	Freedom Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2020
Schmitz,Lucas Mark	Freedom Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2020
Brondyke,Sarah J.	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
VanSkiver,Wendy Jeanne	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Ferreira,Rebecca A	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2020
Peters,David A.	Harvey Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2020
Knips,Sophie	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2020
Winfield,Meigan W.	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2020
Fontaine,Francine	King Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2020
Wikstrom,Kristin J	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2020

Sandberg,Sarah Anna	Manatee High School	Tchr, VE	ESOL End. Class 1	8/1/2020
BURKHART,BRITTNEY S.	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2020
Hale,Anne	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2020
Petrucci,Laura Ann	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Roche,Rita L	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Mayoral,Melissa	Oneco Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2020
Severo,Pamela	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Smith,Olivia Nicole	Palma Sola Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2020
Santiago,Loida	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2020
Post,Kristy	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2020
Springer,Stephanie	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2020
Stanford,Allyson	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2020
Pinckney,Lesley Dione	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Townsend,Emily B.	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2020
McCarron,Aurora Jean	Sea Breeze Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2020
Watts,Ali Nicole	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Torregrosa,Chelsea M	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2020
Russ,Carrie N.	Sugg Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2020
Ruiz,Justin	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Connolly,Karen M.	Williams Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Brooks,Lisa	Willis Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Candelora Baker,Nicole Emily	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/1/2020
Galletta,Kimberly C.	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	4/24/2020
Urban,Tiffany Anne	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2019
Hughes,Holley	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Moeller,Renee M	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2019
Ramos Chesnik,Claudia Marija	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Erby,Lisa Denise	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Boggs,Olivia J.	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Lamar,Amber	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Garcia,Frances	Blackburn Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2019
Cochran,Elizabeth Mikala	Braden River Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Chalmers,Wendi Lynn	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2019
Hosker,Jeanne M.	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2019
Ventling,Olivia C.	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2019
Cromartie-Pindell,Doris W	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Rumbaugh,Meghan Leigh	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2019
Shea,Julie	Gullett Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2019
Carenza,Kimberly Michelle	Haile Middle School	Tchr, VE	ESOL End. Class 1	8/1/2019
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2019
Merrill,Kendra	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Luck,Michelle M.	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2019
Givens,Phyllis K.	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2019
Gulbrandsen,Angela M.	McNeal Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2019
Peters,Tina M.	McNeal Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Boyd,Malinda A.	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2019
Mckenzie,Stephanie Kay	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Jett,Sarah E	Moody Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2019
Coston,William F	Nolan Middle School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2019
Jones,Kimberly Ann	Oneco Elementary School	Librarian / Media Spclst, ES	ESOL End. Class 1	8/1/2019
Small,Tyler P.	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2019
Paternostro,Nicole	Parrish Community High School	Tchr, Other Classroom	ESOL End. Class 1	8/1/2019
Graczyk,Alycia Dawn	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2019
Wagstaff,Michele Lynn	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2019
McKellick,Amber K.	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2019
Melo Espinosa,Saharai	Southeast High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2019
Bixler,Kathleen A.	Williams Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2019
Parlor,Paula	Williams Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2019

Collett,Dana	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2019
Murphy,Jennifer A.	Johnson K-8 Sch of Int Studies	Reading Coach, ES	ESOL End. Class 1	6/1/2019
Clark,Julie L	Bashaw Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2018
Rulhe,Heather Lyn	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2018
Comegno,Iris Chela	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2018
Balatoni,Albana	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2018
Pendley,Abigail Louisa	ESE	Tchr, Spcl Assgnmt, ESE	ESOL End. Class 1	8/1/2018
Noll,Adrienne Christine	Freedom Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2018
Jandula,Sommer Brooke	Kinnan Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2018
Thomas,Sheree A.	Lee Middle School	Reading Coach, MS	ESOL End. Class 1	8/1/2018
Gilbert,William	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2018
Gibson,Dana D.	McNeal Elementary School	Tchr, Gifted	ESOL End. Class 1	8/1/2018
Sirota,Leigh M.	Mills Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2018
Brantley,Katie Leigh	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2018
Frisbie,Jason E.	Willis Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	8/1/2018
Smith,Jennifer M.	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/1/2018
Winston,Lora A	Haile Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/4/2017
Baranowski,Kimberly	Blackburn Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2017
Stevens,Samantha Ashley	Kinnan Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2017
Velez,Arlene	Kinnan Elementary School	Specialist, Student Support	ESOL End. Class 3	8/1/2017
Neri,Anna Marie	Miller Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2017
Cline,Ka L.	Myakka Elementary School	Tchr, Music, ES	ESOL End. Class 1	8/1/2017
Nelson,Stacie Lynn	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2017
Pena,Olga Tereza	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2017
Lima,Fernanda	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2017
Wright,Kelly	Tara Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2017
Boswell,Courtney Raye	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2017
Cannon,Angela Marie	Witt Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2017
Carroll,Laura B.	Horizons Academy	Tchr, Reading, HS	ESOL End. Class 1	1/1/2017
Fluellen-Reitwiesner,Regina F.	Jain Middle School	Tchr, VE	ESOL End. Class 1	12/5/2016
Keogh,Joseph R	Bayshore Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2016
Baty,Jennifer W.	ESE	Pathologist, Speech & Language	ESOL End. Class 1	8/1/2016
Kudelko,David M.	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2016
Holmes,Harold	Oneco Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2016
English,Cristen M.	Rogers Garden-Bullock ES	Reading Coach, ES	ESOL End. Class 1	8/1/2016
Nunn,Kristen Marie	Witt Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2016
Mcclone,Jillian B.	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	5/8/2016
Grant,Jennifer M.	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	12/14/2015
Gleason,Katie L	Palm View K-8 School	Tchr, First Grade	ESOL End. Class 1	12/14/2015
Ajani-Smith,Leonilla	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/1/2015
Delgado Vazquez,Mirla	Daughtrey Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2015
Baker,Sarah A.	Freedom Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2015
Waldrop,Stephanie K.	Mills Elementary School	Tchr, First Grade	ESOL End. Class 1	7/1/2015
Miller,Cory D.	Horizons Academy	Tchr, Science, MS	ESOL End. Class 1	6/1/2015
Rambo,Christopher A.	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2014
Mason,Debra	Tillman Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2014
Ingham,Gwyneth U.	McNeal Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/1/2014
Anderson,Heather L.	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	6/12/2014
Cummins,Anthony C.	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2013
Bizek,Sara B.	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2013
Keenan,Cara G.	McNeal Elementary School	Tchr, VE	ESOL End. Class 1	7/1/2013
Holbrook,Colleen V.	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/1/2013
Lyons,Michelle N.	Moody Elementary School	Counselor ES	ESOL End. Class 1	7/1/2013
Barquero Diaz,Lillian Esther	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	2/20/2013
Bowers,Ann E.	Braden River Middle School	Tchr, VE	ESOL End. Class 1	8/1/2012
Baxter,Maurice R.	Manatee Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2012
Padgett,Nancy A.	McNeal Elementary School	Counselor ES	ESOL End. Class 1	8/1/2012
Douglas,Kelli D.	Palmetto High School	Tchr, VE	ESOL End. Class 1	8/1/2012

Lyons,Kathleen M.	Johnson K-8 Sch of Int Studies	Tchr, Fourth Grade	ESOL End. Class 1	7/1/2012
Nickerson,Susan Victoria	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/11/2012
Violette,David G.	Willis Elementary School	Librarian / Media Spclst, ES	ESOL End. Class 1	7/1/2011
D'Urso,Maureen F	Palmetto High School	Tchr, VE	ESOL End. Class 1	4/19/2011
Norman-Webb,Michelle	Southeast High School	Tchr, Music, HS	ESOL End. Class 1	1/19/2011
Phillips,Kristen L.	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/1/2010
Kanai,Kazuki	Kinnan Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	7/1/2010
Babroski,Angela C.	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2009
Morris,Amy E.	Miller Elementary School	Tchr, VE	ESOL End. Class 1	10/25/2007
Odell,Keltie B.	Manatee High School	Tchr, Business Technology	ESOL End. Class 1	8/1/2007
Aadson,Tatyana B.	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2007
Cropsey,Mary L.	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	6/19/2006
Lynch,Sarah M.	Stewart Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	4/26/2006
Ralston,Tammy M.	Manatee Technical College	Tchr, Exceptional Student Educ	ESOL End. Class 1	1/20/2006
Hinton,Renee P.	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	6/24/2005
Walker,Dawn C.	District Expenditures	Tchr, Language Arts, HS	ESOL End. Class 1	7/1/2004
Mccaw,Lauren A.	Gullett Elementary School	Specialist, Student Support	ESOL End. Class 1	6/30/2004
Phillips,Erika S.	Johnson K-8 Sch of Int Studies	Tchr, World Language, MS	ESOL End. Class 1	5/30/2004
Palmiere,Kelly M.	Braden River Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/2/2003
Wardell,Amy L.	Gullett Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	12/3/2002
Tillett,Julie D.	Palmetto High School	Tchr, Agriculture/Nat Resrcs	ESOL End. Class 1	6/1/2001
Sweetland,Emilee R.	Lincoln Memorial Middle School	Reading Coach, MS	ESOL End. Class 1	5/8/2001
Dacosta,Maria H.	Sea Breeze Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	12/6/2000
Overby,Molly Greene	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/18/1998
Perkins,Sonja M.	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	ESOL End. Class 1	5/23/1998
Russin,Laura L.	Braden River High School	Tchr, Science, HS	ESOL End. Class 1	8/21/1997
Muldoon,Michael W.	ESE	Tchr, Spcl Assgnmt, ESE	ESOL End. Class 1	8/1/1992

OOF Reading 1.16.2024 BM				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
DeDomenico,Lorianne Marie	Manatee Elementary School	Reading Coach, ES	Reading Endorsement	5/31/2024
Garcia,Frances	Blackburn Elementary School	Tchr, Kindergarten	Reading Endorsement Class 3	11/1/2023
Hajduk,Michelle	Daughtrey Elementary School	Reading Coach, ES	Reading Endorsement Class 3	11/1/2023
Sanborn,Kelli B.	Freedom Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 3	11/1/2023
Murphy,Jennifer A.	Johnson K-8 Sch of Int Studies	Reading Coach, ES	Reading Endorsement Class 3	11/1/2023
Newsome,Gwendolyn L.	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 3	11/1/2023
Reyes,Claudia R	Palm View K-8 School	Tchr, ESOL Resource	Reading Endorsement Class 3	11/1/2023
Gimmi,Alexander	Lakewood Ranch High School	Tchr, Reading, HS	Reading Endorsement Class 3	10/27/2023
Ranck,Kerri	Parrish Community High School	Tchr, Other Classroom	Reading Endorsement	8/2/2023
Lentzke,Rose M.	Bayshore High School	Tchr, Reading, HS	Reading Endorsement Class 3	5/31/2023
Rumph,Sylvia A.	Sugg Middle School	Tchr, VE/SC	Reading Endorsement	5/31/2023
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	Reading Endorsement Class 1	1/25/2023
Hajduk,Michelle	Daughtrey Elementary School	Reading Coach, ES	Reading Endorsement Class 2	11/1/2022
Schroeder,Claire Anna	Daughtrey Elementary School	Specialist, Student Support	Reading Endorsement Class 2	11/1/2022
Sanborn,Kelli B.	Freedom Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 2	11/1/2022
Murphy,Jennifer A.	Johnson K-8 Sch of Int Studies	Reading Coach, ES	Reading Endorsement Class 2	11/1/2022
Holbrook,Colleen V.	Miller Elementary School	Tchr, Second Grade	Reading Endorsement Class 3	11/1/2022
Newsome,Gwendolyn L.	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 2	11/1/2022
Reyes,Claudia R	Palm View K-8 School	Tchr, ESOL Resource	Reading Endorsement Class 2	11/1/2022
Schabel,Kaytlynn Marie	Prine Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2022
Hughes,Holley	Bashaw Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Wilson,Paige	Bayshore Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Anderson,Jessica L	Blackburn Elementary School	Coordinator	Reading Endorsement Class 1	11/1/2021
Hajduk,Michelle	Daughtrey Elementary School	Reading Coach, ES	Reading Endorsement Class 1	11/1/2021
Schroeder,Claire Anna	Daughtrey Elementary School	Specialist, Student Support	Reading Endorsement Class 1	11/1/2021
Tucker,Janele Catherine	Daughtrey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Noll,Adrienne Christine	Freedom Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Sanborn,Kelli B.	Freedom Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Brondyke,Sarah J.	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
VanSkiver,Wendy Jeanne	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Coppola,Alison	Harvey Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Kingsley,Dana C	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Murphy,Jennifer A.	Johnson K-8 Sch of Int Studies	Reading Coach, ES	Reading Endorsement Class 1	11/1/2021
Stevens,Samantha Ashley	Kinnan Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Vogt,Samantha Lynn	Kinnan Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Woughter,Cari	Manatee Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Gulbrandsen,Angela M.	McNeal Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 1	11/1/2021
Ingham,Gwyneth U.	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Holbrook,Colleen V.	Miller Elementary School	Tchr, Second Grade	Reading Endorsement Class 2	11/1/2021
Vicens,Sarah Lyn	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Childress,Ashley N	Mills Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Schultes,Ashley P	Mills Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
BURKHART,BRITTNEY S.	Moody Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Grant,Kimberly A.	Moody Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Dominguez,Olivia	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Kelly,Debra Ann	Oneco Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Krakowski,Michelle M.	Oneco Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Mitchell,Raven Aisha	Oneco Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Slattery,Jennifer Lynn	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Deans,Sara S	Palm View K-8 School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Gleason,Katie L	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Newsome,Gwendolyn L.	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Reyes,Claudia R	Palm View K-8 School	Tchr, ESOL Resource	Reading Endorsement Class 1	11/1/2021
Ramon,Samantha	Palmetto Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	Reading Endorsement Class 1	11/1/2021
Pinckney,Lesley Dione	Prine Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
English,Cristen M.	Rogers Garden-Bullock ES	Reading Coach, ES	Reading Endorsement Class 1	11/1/2021
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Walter,Maddison Claire	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021

Haacke,Karen	Williams Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Lentzke,Rose M.	Bayshore High School	Tchr, Reading, HS	Reading Endorsement Class 2	5/31/2021
Compton,Kathryn Lee	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 2	11/1/2020
Holbrook,Colleen V.	Miller Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2020
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	Reading Endorsement Class 1	10/1/2020
Frederick,Donna	Sugg Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 1	8/1/2020
Lentzke,Rose M.	Bayshore High School	Tchr, Reading, HS	Reading Endorsement Class 1	5/31/2020
Knips,Sophie	King Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 2	5/31/2020
Harshaw,Samantha C	Lee Middle School	Tchr, Reading, MS	Reading Endorsement Class 1	5/1/2020
Compton,Kathryn Lee	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2019
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Reading Endorsement	10/4/2019
Knips,Sophie	King Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 1	5/31/2019
Torregrosa,Chelsea M	Southeast High School	Tchr, Language Arts, HS	Reading Endorsement Class 1	5/31/2019

AGENDA ITEM NO. 10.3

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Waiver(s) of the Manatee Education Association (MEA) Collective Bargaining Agreement (No Financial Impact)

Executive Summary
The following school(s) have requested a waiver of the Manatee Education Association's (MEA) Collective Bargaining Agreement in compliance with Article I - Purpose, Section 2 - Waivers to Contract Language. The MEA Executive Board has approved the 2023-2024 school year waivers.

Waiver Approved by the MEA Board for 2023-2024:

- Seabreeze Elementary School - Team Leaders
- Williams Elementary School - Testing Supplement

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 waiver(s) of the Manatee Education Association (MEA) Collective Bargaining Agreement. (No Financial Impact)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
Seabreeze Team Leaders 2023-2024
Williams Testing Supplement 2023-2024

Smith, Deborah

From: Manatee Education Association
Sent: Thursday, December 7, 2023 4:23 PM
To: Bovoletis, Aliki; Costello, Denise
Cc: mimi.janotka@floridaea.org; Peregoff, Donna; Smith, Deborah
Subject: Seabreeze Elementary's Waiver Request

Good afternoon,
The purpose of this email is to advise you that Seabreeze's teachers' request for a waiver of Article XII, Appendix B, Subsection G, Team Leaders has been approved by the MEA Executive Board.

Please be advised that this approval is for the '23-'24 work year only.

I have copied Donna Peregoff so the waiver can be placed on the next School Board meeting agenda for approval.

Please let me know if you have any questions.
Pat
Manatee Education Association
1523 6th Avenue West, Suite G-1
Bradenton, FL 34205
(941)747-5091
(941)746-9355 Fax
www.manateeea.org
www.facebook.com/manateeea
Find our members-only Facebook group - search 'MEA Members'
MEA office hours: M-Th 8:30 - 5:00; F 8:30 - 4:00
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#FundOurFutureFL

"Florida has a very broad Public Records Law. Virtually all written communications to or from School District Personnel are public records available to the public and media upon request. E-mail sent or received on the School District system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law."

DOCUMENTATION FOR REQUEST TO WAIVE CONTRACT LANGUAGE

OF MASTER CONTRACT BETWEEN

MANATEE EDUCATION ASSOCIATION AND

SCHOOL BOARD OF MANATEE COUNTY

School requesting waiver: Sea Breeze Elementary

1. Briefly describe the plan and explain why a contract waiver is needed:

We are requesting Team Lead supplement pay be split between 9 teachers instead of 8.

2. Section of contract for which waiver is requested:

ARTICLE XII, SECTION 2

TEXT: Attached Appendix B Subsection G

3. Date faculty meeting presentation of plan was made: Sept 1, 2023

Documentation to Request Waiver of Contract Language, Cont'd

School: Sea Breeze Elementary

4. Date written copy of contract language was distributed to faculty: Sept. 1 2023

5. Date secret ballot election was held: Sept. 1st, 5th & 6th

6. Vote certification:

a.	Number of full-time teachers:	36
b.	Number of ballots cast:	20
c.	Number voting to request waiver:	17
d.	Number voting not to request waiver:	3

Name	Position
Aliki Boudakis	Principal
Denise Castello	Paraprofessional/ Rep

7. My signature indicates I am certifying the procedure for requesting waivers in ARTICLE 12, SECTION 2 was followed at Sea Breeze Elem.
School

Principal

Denise Castello
MEA Building Representative

To SBMC,

This letter is to inform you that Sea Breeze Elementary has voted on a waiver for the reduction of supplemental Team Leader Allocation. To allow for one additional Team Leader. I oversaw the Election and was present for the counting of Ballots. The documentation has been sent to MEA Executive Board for approval. Thank you.

Sincerely,

Denise Costello

MEA Building Rep.

Smith, Deborah

From: Manatee Education Association
Sent: Thursday, December 14, 2023 3:14 PM
To: Keezer, Andrea; Nemzek, Dawn
Cc: mimi.janotka@floridaea.org; Peregoff, Donna; Smith, Deborah
Subject: Williams Elementary's Waiver Request

Good afternoon,
The purpose of this email is to notify you that Williams Elementary's teachers' request for a waiver of Article XII, Section 2, Appendix B, Q has been approved by the MEA Executive Board.

This approval is for the 2023-2024 work year only. Should the teachers wish to reapply they may do so by following the process to apply for the same waiver in the future.

I have copied Donna Peregoff on this email so the waiver can be included on the next School Board agenda for their consideration.

Please let me know if you have any questions.

Pat
Manatee Education Association
1523 6th Avenue West, Suite G-1
Bradenton, FL 34205
(941)747-5091
(941)746-9355 Fax
www.manateeea.org
www.facebook.com/manateeea
Find our members-only Facebook group - search 'MEA Members'
MEA office hours: M-Th 8:30 - 5:00; F 8:30 - 4:00
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DOCUMENTATION FOR REQUEST TO WAIVE CONTRACT LANGUAGE

OF MASTER CONTRACT BETWEEN

MANATEE EDUCATION ASSOCIATION AND

SCHOOL BOARD OF MANATEE COUNTY

School requesting waiver: Williams ES

1. Briefly describe the plan and explain why a contract waiver is needed:

Our two SSSs are splitting testing responsibilities.

2. Section of contract for which waiver is requested:

ARTICLE #12, SECTION 2 Appendix (B)-Q

TEXT:

3. Date faculty meeting presentation of plan was made: Oct 12 2023

Documentation to Request Waiver of Contract Language, Cont'd

School: Williams ES

4. Date written copy of contract language was distributed to faculty: Oct 12th, 2023

5. Date secret ballot election was held: Oct 16th - 19th, 2023

6. Vote certification:

a.	Number of full-time teachers:	65
b.	Number of ballots cast:	57
c.	Number voting to request waiver:	56
d.	Number voting not to request waiver:	1

Name	Position
[signature]	EBD Teacher
[signature]	Teacher - 2nd grade
[signature]	Teacher - 5th grade

7. My signature indicates I am certifying the procedure for requesting waivers in ARTICLE 12, SECTION 2B was followed at Williams ES School.

Andrea Keezer	[signature]
Principal	MEA Building Representative

AGENDA ITEM NO. 10.4

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept, and Expend the School Mapping Grant for the 2023-2024 School Year, In the Amount of $276,047.00 (Incoming Grant Funds)

Executive Summary
The Florida Department of Education has awarded the District a School Mapping Grant for 2023-2024. CENTEGIX Safety Platform™ will be utilized which combines industry-leading dynamic mapping and incident response solutions to identify, notify, and initiate a response to a crisis situation, within seconds.

CENTEGIX Dynamic Critical Incident Mapping, is an intelligent response mapping solution to help you optimize safety planning. With CENTEGIX Safety Blueprint, first responders have immediate access to relevant building and asset information, lessening their response time to emergencies.

Reduce incident response time

- Visualize where safety assets are located
- Reduce the time needed to manage inventory, maintenance, and requisition reports
- Track expiration and inspection dates, serial numbers, notes, photos, and other critical information for every piece of safety equipment
- Utilize alerts to take action on assets due for maintenance or replacement
- Create additional layers and related assets to serve IT and Facilities needs

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

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

Recommendation
The Superintendent recommends approval to apply, accept and expend the School Mapping Grant for the 2023-2024 school year, in the amount of $276,047.00. (Incoming Grant Funds)

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

Contact
Submitting Department: Safety and Security
Initiated by: Paul Damico

AGENDA ITEM NO. 10.5

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept, and Expend the Unified School Improvement Grant (UniSIG), Supplemental Teacher and Administrator Allocation for the 2023-2024 School Year, in the Amount of $150,000.00 (Incoming Grant Funds)

Executive Summary
The Florida Department of Education has determined that the School District of Manatee County is eligible to receive funding in the amount of $150,000.00. This program ensures that funding will be allocated to the most proven effective teachers and administrators who are teaching and leading at the 2023 D/F public charter and non-charter Title I schools. Eligible teachers with a Value Added Model (VAM) rating of Highly Effective may receive an allocation up to $15,000 and eligible teachers with a VAM rating of Effective may receive an allocation up to $7,500. Eligible Principals with a successful record in leading a Turnaround school may receive an allocation up to $15,000. Eligible Assistant Principals with a successful record in leading a Turnaround school may receive an allocation up to $7,500. The allocation will support eligible teachers and administrators rated Effective or Highly Effective in the following schools: Manatee Elementary School, Oneco Elementary School and Visible Men Academy.

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

Ready To Learn | Goal 1
Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs

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

Recommendation
The Superintendent recommends approval to apply, accept, and expend the Unified School Improvement Grant (UniSIG), Supplemental Teacher and Administrator Allocation for the 2023-2024 School Year, in the amount of $150,000.00. (Incoming Grant Funds)

Financial Impact
There will be no cost to the General Fund. The District is projected to receive funds for the Unified School Improvement Grant (UniSIG), in the amount of $150,000.00, for the 2023-2024 school year.

Contact
Submitting Department: Federal Programs and Grants
Initiated By: Latrina Singleton

Attachments:
UniSIG_23-24

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	**A) Program Name:**	**DOE USE ONLY**
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	UniSIG Supplemental Teacher and Administrator Allocation **TAPS NUMBER: 24A025**	Date Received
B) Name and Address of Eligible Applicant: School Board of Manatee County, FL 215 Manatee Avenue West Bradenton, Florida 34205-8840		**Project Number (DOE Assigned)**

C) Total Funds Requested:	**D) Applicant Contact & Business Information**	
$150,000.00	Contact Name: Latrina Singleton, Director Federal Programs and Grants Fiscal Contact Name: Catherine Hayden Miley, Director of Finance	Telephone Numbers: 941-751-6550 ext 43347 941-708-8770 ext 41111
DOE USE ONLY **Total Approved Project:** $	Mailing Address: 215 Manatee Avenue West Bradenton, Florida 34205-8840	E-mail Addresses: Singleton2l@manateeschools.net mileyc@manateeschools.net
	Physical/Facility Address: 215 Manatee Avenue West Bradenton, Florida 34205-8840	UEI number: XKGXG94KMH65 FEIN number: 596000728

CERTIFICATION

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

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

E) Jason C. Wysong, Ed.D. (Nov 29, 2023 15:20 EST)
Signature of Agency Head

Superintendent
Title

Nov 29, 2023
Date

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

A) **School District Manatee County**
Name of Eligible Recipient

B)
Project Number **(DOE Use Only)**

TAPS Number
24A025

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM

(1) Function	(2) Object	(3) Account Title & Narrative	(4) FTE Position	(5) Amount
5100	120	Basic K-12-Classroom Teacher		34835.10
5100	220	Basic K-12-FICA		2664.90
7300	110	School Administration-Administrator		20901.06
7300	220	School Administration-FICA		1598.94
5100	120	Basic K-12-Classroom Teacher		48769.14
5100	220	Basic K-12-FICA		3730.86
7300	110	School Administration-Administrator		27868.08
7300	220	School Administration-FICA		2131.92
5100	394	Basic K-12-Distributions to Charter Schools (Non-FEFP)		7500.00
			C) TOTAL	**150000.00**

Instructions
Budget Narrative Form

This form should be completed based on the instructions outlined below, unless instructed otherwise in the Request for Proposal (RFP) or Request for Application (RFA).

A. Enter Name of Eligible Recipient

B. (DOE Use Only)

Column 1 (Function) School Districts Only:
Use the four digit function codes as required in the Financial and Program Cost Accounting and Reporting for Florida Schools Manual.

Column 2 (Object) School Districts:
Use the three digit object codes as required in the Financial and Program Cost Accounting and Reporting for Florida Schools Manual.

Community Colleges:

Use the first three digits of the object codes listed in the Accounting Manual for Florida's Public Community Colleges.

Universities & State Agencies:
Use the first three digits of the object codes listed in the Florida Accounting Information Resource Manual.

Other Agencies:
Use the object codes as required in the agency's expenditure chart of accounts.

Column 3 All Applicants:

Account Title:
Use the account title that applies to the object code listed in accordance with the agency's accounting system.

Narrative: Provide a detailed narrative for each object code listed. For example:

- Salaries - describe the type(s) of positions requested. Use a separate line to describe each type of position listed.
- Other Personal Services - describe the type(s) of services and an estimated number of hours for each type of position. OPS is defined as compensation paid to persons, including substitute teachers not under contract, who are employed to provide temporary services to the program.
- Professional/Technical Services - describe services rendered by personnel, other than agency personnel employees, who provide specialized skills and knowledge.
- Contractual Services and/or Inter-Agency Agreements - provide the agency name and description of the service(s) to be rendered.
- Travel - provide a description of each type of travel to be supported with project funds, such as conference(s), in district or out of district, and out of state. Do not list individual names. List individual position(s) when travel funds are being requested to perform necessary activities.
- Capital Outlay - provide the type(s) of items/equipment to be purchased with project funds.
- Indirect Cost - provide the percentage rate being used. Use the current approved rate. (Reference the DOE Green Book for additional guidance regarding indirect cost.)

Column 4 (FTE) Must be completed for all Salaries and Other Personal Services:
Indicate the Full Time Equivalent (FTE based on the standard workweek for the type of position) number of positions to be funded. Determine FTE by dividing the standard number of weekly hours (e.g., 35 hours) for the type of position (e.g., teacher aide) into the actual work hours to be funded by the project.

Column 5 (Amount) Provide the budget amount requested for each object code.

C. Total - Provide the total for Column (5) on the last page. Amount must be the same as requested on the DOE 100A- or B.

2023-24 UniSIG
Supplemental Teacher and Administrator Allocation
TAPS Number: 24A025

Teachers/Instructional Staff

District Name	School Name	Highly Effective $15,000 each	Effective $7,500 each	Total Allocation
MANATEE	MANATEE ELEMENTARY SCHOOL	0	5	$37,500.00
MANATEE	ONECO ELEMENTARY SCHOOL	0	7	$52,500.00
MANATEE	VISIBLE MEN ACADEMY	0	1	$7,500.00
	District	**0**	**13**	**$97,500.00**

Administrators

District Name	School Name	Principal $15,000 each	Assistant Principal(s) $7,500 each	Total Allocation
MANATEE	MANATEE ELEMENTARY SCHOOL	1	1	$22,500.00
MANATEE	ONECO ELEMENTARY SCHOOL	1	2	$30,000.00
MANATEE	VISIBLE MEN ACADEMY	0	0	$0.00
	District	**2**	**3**	**$52,500.00**

Total District Allocation
$150,000.00

Eligible Teachers/ Instructional Staff

District Name	School Name	First Name	Last Name	VAM	Allocation
MANATEE	MANATEE ELEMENTARY SCHOOL	CRAIG	DRINKO	Effective	$7,500.00
MANATEE	MANATEE ELEMENTARY SCHOOL	CARI	WOUGHTER	Effective	$7,500.00
MANATEE	MANATEE ELEMENTARY SCHOOL	STEPHAN	LARDAS	Effective	$7,500.00
MANATEE	MANATEE ELEMENTARY SCHOOL	BRETT	MECKLEY	Effective	$7,500.00
MANATEE	MANATEE ELEMENTARY SCHOOL	JESSICA	NUNEMAKER	Effective	$7,500.00
MANATEE	ONECO ELEMENTARY SCHOOL	MEAGHAN	NOORDZY	Effective	$7,500.00
MANATEE	ONECO ELEMENTARY SCHOOL	CHIARA	HARRINGTON	Effective	$7,500.00
MANATEE	ONECO ELEMENTARY SCHOOL	BOBBI	BRENDEL	Effective	$7,500.00
MANATEE	ONECO ELEMENTARY SCHOOL	AMANDA	SCHADE	Effective	$7,500.00
MANATEE	ONECO ELEMENTARY SCHOOL	BONNIE	SAUERBIER	Effective	$7,500.00
MANATEE	ONECO ELEMENTARY SCHOOL	LAURIE	HOFFMAN	Effective	$7,500.00
MANATEE	ONECO ELEMENTARY SCHOOL	LINDSEY	COLLEY	Effective	$7,500.00
MANATEE	VISIBLE MEN ACADEMY	IDANELLIS	FERRERA	Effective	$7,500.00

2023-24 UniSIG

Supplemental Teacher and Administrator Allocation

TAPS Number: 24A025

Eligible Administrators

District Name	School Name	First Name	Last Name	Role	Allocation
MANATEE	MANATEE ELEMENTARY SCHOOL	Lourdes	Gonzalez	Principal	$15,000.00
MANATEE	MANATEE ELEMENTARY SCHOOL	Jennifer	Santora	Assistant Principal	$7,500.00
MANATEE	ONECO ELEMENTARY SCHOOL	Nicole	Williams	Principal	$15,000.00
MANATEE	ONECO ELEMENTARY SCHOOL	Karen	Erikzon	Assistant Principal	$7,500.00
MANATEE	ONECO ELEMENTARY SCHOOL	Maria	Lehman	Assistant Principal	$7,500.00

AGENDA ITEM NO. 10.6

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval to Accept and Expend the Expanded Florida Postsecondary Comprehensive Transition Programs (FPCTP) Initial and Continuing Grant for the Period January 1, 2024 to June 30, 2027, Revised Grant Award Amount of $1,112,722.00 (Incoming Grand Funds)

Executive Summary
The Florida Postsecondary Comprehensive Transition Program Act (the Act) (FS 1004.6495) was established in 2016 with the purpose to "increase independent living, inclusive and experiential postsecondary education, and employment opportunities for students with intellectual disabilities through degree, certificate, or nondegree programs and to establish statewide coordination of the dissemination of information regarding programs and services for students with disabilities."

The School Board of Manatee County approved Manatee Technical College to apply for the program on May 9, 2023. On May 23, 2023, the Board approved the initial three year grant application for the Not to Exceed Amount of $300,000.00 per year. FPCTP has awarded funding of $1,112,722.00 for the period January 1, 2024 through June 30, 2027.

These grant funds will be used to support the needed instructional and support personnel to run the EDGE (Empower, Develop, Grow and Educate) Program at MTC in addition to providing supplies, materials, equipment, transportation, and other funding to support student learning according to the curriculum frameworks of the courses in which the students are enrolled. The EDGE Program at MTC will offer instruction to assist students in personal development, career exploration, workplace skills and ultimately job placement with support from local partnerships with businesses.

The FPCTP Initial Grant will provide funding to facilitate development and initial implementation of the new program. First year funds will support the hiring of staff, recruiting students and garnering support within the community. The inaugural class of students is expected to start in the EDGE Program at MTC in August 2024.

In following years, the continuing portion of the grant will support implementation of planned improvements and/or expansion of the program.

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

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

Recommendation
The Superintendent recommends approval to accept and expend the expanded Florida Postsecondary Comprehensive Transition Programs (FPCTP) initial and continuing grant for the period January 1, 2024 to June 30, 2027, revised grant award amount of $1,112,722.00 (Incoming Grant Funds).

Financial Impact
There is no cost to the general fund. The district is projected to receive funds for the Florida Postsecondary Comprehensive Transition Programs (FPCTP) Initial and Continuing Grant, in the amount of $1,112,722.00 over the period January 1, 2024 through June 30, 2027.

Funds are budgeted on yearly basis as follows:

Year 1, January 1, 2024 - June 30, 2024	$126,071
Year 2, July 1, 2024 - June 30, 2025	$294,309
Year 3, July 1, 2025 - June 30, 2026	$340,140
Year 4, July 1, 2026 - June 30, 2027	$352,202
Total Award Amount	$1,112,722

Contact
Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
FPCTP Initial and Continuing Grant MTC

FLORIDA POSTSECONDARY COMPREHENSIVE TRANSITION PROGRAM (FPCTP)
INITIAL AND CONTINUING GRANT AGREEMENT
Between
THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES
and
The School District of Manatee County

This FPCTP Start-up and Enhancement Grant Agreement ("Agreement") is entered into by and between the University of Central Florida Board of Trustees, a public body corporate of the State of Florida and a member of the State University System of Florida, on behalf of its Florida Center for Students with Unique Abilities at the University of Central Florida ("UCF"), having an address at 12201 Research Parkway, Ste. 501, Orlando, FL 32826, and
The School District of Manatee County ("Institution"),

having an address at
215 Manatee Ave W Bradenton, FL 34205-8840, individually a "party" and collectively the "parties."

WHEREAS, The Florida Postsecondary Comprehensive Transition Program Act ("Act") 1004.6495 (5) F.S. established the Florida Center for Students with Unique Abilities at the University of Central Florida ("Center") and charged the Center with managing implementation of the Act; and

WHEREAS, the purpose and legislative intent is to increase independent living, inclusive and experiential postsecondary education, and employment opportunities for students with intellectual disabilities through degree, certificate, or nondegree programs and to establish statewide coordination of the dissemination of information regarding programs and services for students with disabilities, and to provide these students with meaningful postsecondary education credentials and the opportunity to have a meaningful campus experience; and

WHEREAS, the Center is working with higher education institutions across Florida to support implementation of the Act to facilitate approval of their programs that serve students with intellectual disabilities as an FPCTP, provide scholarship awards to qualified students, and provide grant funding to start up new programs or enhance existing ones; and

WHEREAS, the Center issued a Request for Proposals ("FPCTP RFP") soliciting applications from eligible institutions for start-up or enhancement grant funding; and

WHEREAS, Institution submitted a proposal in accordance with the requirements of the FPCTP RFP; and

WHEREAS, Institution is awarded funding and is committed to operating their FPCTP project ("Project") in compliance with all requirements of the Act and the Center

NOW THEREFORE, in consideration of the following and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, UCF and Institution agree as follows:

1. **STATEMENT OF WORK AND REPORTING REQUIREMENTS**

Institution shall make all reasonable efforts to conduct its work under this Agreement as described in the Institution's grant proposal included in Appendix A, and to meeting all deliverable requirements completely and on time in accordance with the information and due dates specified in Appendix B: Deliverables.

2. PERIOD OF PERFORMANCE

This period of performance began upon 1/1/24 ("Effective Date") and shall not extend beyond 6/30/27, unless the period is extended by written modification of this Agreement and agreed to by both parties' authorized personnel. The budget period began upon 1/1/24 and shall not extend beyond 6/30/24 unless the budget period is extended the period is extended by written modification of this Agreement and agreed to by both parties' authorized personnel. Institution shall submit a request for a time extension to the Executive Director of the Florida Center for Students with Unique Abilities no later than ninety (90) days prior to the end date specified herein. In the event Institution submits a request beyond that date, UCF is under no obligation to consider granting the request.

3. FINANCIAL SUPPORT

Institution is hereby awarded $ 1,112,722 in support of their FPCTP Project. The funds are awarded on a cost-reimbursable basis, to be invoiced quarterly and in accordance with the budget contained in Appendix C. Institution may rebudget as necessary to accomplish the scope of work upon prior written approval of the Executive Director of the Florida Center for Students with Unique Abilities. Upon receipt of an acceptable invoice that is approved by UCF, UCF shall pay Institution within thirty (30) days after the invoice date. Invoices shall include:

a. Agreement number
b. Invoice period
c. Summary of Activities
d. Costs incurred during invoice period, and cumulative costs to date
e. Institution financial contact
f. Certification on each invoice as to the truth and accuracy of the invoice

Invoices shall be submitted electronically via the : **FCSUA Community**

UCF shall remit payment to Institution's remittance address identified in the Grant Proposal Cover Page in Appendix A.

4. NOTICES

All notices given pursuant to this Agreement shall be in writing and delivered personally or sent by email, registered or certified mail, return receipt requested, or be generally recognized, prepaid, overnight air courier services, to the address and individual set forth below.

UCF Technical:

Janice Seabrooks-Blackmore, PhD.
Executive Director and Professor
Florida Center for Students with
Unique Abilities (FCSUA)
University of Central Florida
4000 Central Florida Blvd.
PO Box 161250
Orlando, FL 328161250
Phone: 4078235225
Email: Janice.seabrooks-blackmore@ucf.edu
and fcsua@ucf.edu

UCF Administrative:
Post Award - Award Management
University of Central Florida
12201 Research Parkway, Suite 501
Orlando, FL 32826
Phone: 407-882-0661
Phone: 407-882-0661
Email: osp@ucf.edu

Institution Technical:
Paul Wagner
Manatee Technical College
6305 State Road 70 East
Bradenton, FL 34203

Phone: Phone: 941-751-7900
Email: wagnerd@manateeschools.net

Institution Administrative:
Jason Wysong
School District of Manatee College
215 Manatee Ave West
Bradenton, FL 34205

Phone: 941-708-8770
Email: wysongj@manateeschools.net

5. EQUIPMENT AND PROPRIETARY MATERIALS

Institution will be accountable for and hold title to all equipment purchased under this Agreement and will be responsible for employing it for the purpose of the Project. Institution agrees to maintain sufficient records to enable Institution to fulfill its accountability, and to provide reports to UCF on all equipment purchased using FPCTP funds.

6. PUBLICATION

Any project implementation or evaluation results generated in conjunction herewith shall be subject to unrestricted publication or dissemination provided that such publication or dissemination will not compromise copyrights or inadvertently divulge proprietary information of a Party.

7. CONFIDENTIAL INFORMATION

Should it be necessary for either party to receive confidential information, the disclosing party agrees to label in writing at the time of delivery that such information is confidential, or if given orally, reduce to writing, clearly marked as confidential, within fourteen (14) days of the oral disclosure. The receiving party and its personnel agree to safeguard the confidential material to the same extent it safeguards its own. Confidential information does not include information that is:

- already known to the receiving party at the time of disclosure as evidenced by written record; or
- generally available to the public or becomes available to the public through no fault of the receiving party as evidenced by written record; or

- developed independently of and without reference to the confidential information as evidenced by written record; or
- received from a third party who had a legal right to disclose such information without restriction as evidenced by written record; or
- required by law or valid court order to be disclosed.

Upon written request of the disclosing party, the receiving party shall promptly return all confidential information of the disclosing party, together with all copies thereof provided, however, that anything that constitutes a public record shall be subject to and governed by Chapter 119, Florida Statutes and shall be retained in accordance with Florida State retention requirements.

8. DATA RIGHTS

Institution grants to UCF the right to use any data, reports or deliverables created in the performance of this Agreement solely for the purpose of and only to the extent required to meet UCF's obligations under the Act and for UCF's non-commercial research, teaching and academic purposes.

9. ASSUMPTION OF RISK

Each party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, employees, servants, and agents thereof while acting within the scope of their employment. UCF warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to its officers, employees, servants and agents while acting within the scope of their employment by UCF. Institution warrants and represents that it has liability insurance, both public and property, that is adequate to meet its obligations under this Agreement, with said protection being applicable to its officers, employees, servants and agents while acting within the scope of their employment by Institution. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

10. FORCE MAJEURE

No default, delay, or failure to perform on the part of either Party shall be considered a default, delay, or failure to perform hereunder, if such default, delay, or failure to perform is due to causes beyond either Party's reasonable control including, but not limited to, strike, lockouts, or inactions of governmental authorities; epidemics; war; embargoes; fire; earthquake; acts of God; or default of a common carrier. In the event of such default, delay, or failure to perform, any date or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

11. GOVERNING LAW

This Agreement is governed and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. The Parties shall bring any action in connection with this Agreement in courts of competent jurisdiction in Florida. The Parties specifically waive the right to any other jurisdiction and venue, and the defense based on inconvenient forum.

12. LIMITATION OF DAMAGES

In no event will either party be responsible for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether a Party was advised or had reason to know of the possibility of incurring such damages in advance.

13. ACKNOWLEDGEMENT OF FUNDING

INSTITUTION shall acknowledge funding provided through this Agreement for the project described in Appendix A, in any form of publication, electronic and printed, of project-related materials or manuscripts as follows:

This material was produced in part under Grant No. 14107033-010124-3.5-37**provided by the Florida Center for Students with Unique Abilities at the University of Central Florida, with funding made available by The Florida Postsecondary Comprehensive Transition Program Act (Fla. Statutes 1004.6495). The views expressed herein do not necessarily represent the positions or polices of UCF or the State of Florida. No official endorsement by the Florida Board of Governors of the State University System or by the Florida Department of Education of any product, commodity, service or enterprise mentioned in this publication is intended or should be inferred. This product is public domain. Authorization to reproduce it in whole or in part is granted.**

14. ASSIGNMENT

Neither party may assign or transfer its rights and remedies nor transfer its obligations or subcontract for any of the services to be performed under this Agreement, in whole or part, without the prior written consent of the other party.

15. INDEPENDENT CONTRACTOR

In the performance of all services under this Agreement, each Party shall be deemed to be, and shall be, an independent contractor. This Agreement shall not be deemed to create any other form of employment relationship or business organization between the Parties. Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not, on behalf of the other, enter into any contract, warranty or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other.

16. REMEDIES

The parties understand and agree that a party may suffer irreparable harm in the event of breach of any of the obligations under this Agreement and that monetary damages may be inadequate to compensate for such breach. Accordingly, the parties agree that, in the event of a breach, or threatened breach by a party, of any of the provisions of this Agreement a party, in addition to any other available rights, remedies or damages, shall be entitled to seek a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or to restrain any such breach by the party, or its employees, servants, agents and any and all persons directly or indirectly acting for the party.

17. TERMINATION

Either Party may terminate this Agreement for convenience upon thirty (30) days written notification to the other. In the event of termination, INSTITUTION will be reimbursed for all costs incurred and any non-cancelable obligations properly incurred through the date of termination.

UCF reserves the right to immediate termination in the event funding provided for the FPCTP grant to the FCSUA becomes unavailable by State of Florida action.

Either Party may terminate this Agreement in the event of failure of the other Party to fulfill any of its obligations under this Agreement. Prior to termination, the terminating Party shall provide to the other Party written notification regarding the reason(s) for termination. If the Parties cannot reach an agreement within fourteen (14) calendar days from notice of termination on the corrective measures to be taken and the schedule for corrective action, the terminating Party may terminate this Agreement by providing an additional fourteen (14) calendar days' written notice to the other. Said notice shall specify the effective time and date of termination.

18. MODIFICATIONS

Modifications to this Agreement may be made only in writing signed by authorized signatories of both parties.

19. RECORD RETENTION AND AUDIT

Institution shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by UCF under this Agreement. Upon prior written notice to Institution, Institution shall make all financial books, accounts and records available to an auditor or audit agency at all reasonable times during normal business hours.

Retention of all Project records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement shall be maintained by the Institution during the term of this Agreement and retained for a period of five (5) years after completion of the Agreement or longer when required by law. In the event an audit is required under this Agreement, records shall be retained for three (3) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to UCF.

In the event incorrect billings or other improprieties are disclosed by an audit, Institution shall repay UCF promptly for unallowable costs. UCF reserves the right to charge the Institution for the cost of the audit and pursue reimbursement.

These terms shall survive the expiration or termination of this Agreement.

If Institution is a nonstate entity as defined by Section 215.97(2), F.S. and expends $750,000 or more in state financial assistance during its fiscal year, Institution must have a State single or project-specific audit conducted in accordance with Section 215.97 F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations, Rules of the Auditor General. UCF shall request certification and/or copies of Institution's audits as part of its monitoring requirements.

20. INSTITUTION'S DISCLOSURE OF EDUCATION RECORDS

(a) Institution staff will provide University of Central Florida with the education records in this section for the following purposes:

1) To implement the FPCTP Grant Proposal (**Appendix A**) that provides adults with intellectual disabilities the opportunity to participate in a post-secondary inclusive educational experience.

2) To enroll participants in the Institution in a specified uniquely designed program that may include a range of concentrations/tracks, earning a meaningful credential, and industry certifications, where appropriate.

3) To evaluate the effectiveness of program implementation.

4) To fund annual scholarships for participants enrolled in the Florida Postsecondary Comprehensive Transition Program (FPCTP).

(b) Institution will provide the following education records to UCF via Florida Center for Students with Unique Abilities (FCSUA) Portal for Institution's FPCTP program:

1) General Student Information:

i. Name
ii. date of birth
iii. student identification
iv. gender
v. ethnicity
vi. race
vii. residency
viii. date and term of Institution enrollment
ix. credential program of enrollment
x. expected date of completion
xi. place of residence
xii. student's employment interest, and
xiii. support services received by student

2) Annual Enrollment Information:

i. name
ii. enrollment status
iii. status regarding Satisfactory Academic Progress
iv. place of residency
v. status for each credential program track
vi. course enrollment
vii. employment interests, and
viii. support services received by student

3) Student Exit Information:

i. name
ii. exit date
iii. reason for exit
iv. number and type of credentials completed while enrolled, and

v. student plans for 12 months following exit

4) Completer Follow-up Information (for five years following completion):

i. name
ii. date of completion
iii. place of residency
iv. employment or educational status, and
v. employment benefits.

(c) In addition to the personally identifiable records listed in this section, Institution will also disclose the non-identifiable, statistical data listed in FPCTP Grant Proposal (**Appendix A**), Deliverables (**Appendix B**), Budget & Budget Justification (**Appendix C**).

(d) Institution will obtain written consent from each student's parent/guardian or student age 18 or older prior to disclosing the education records listed in this section.

(e) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in UCF's privacy policies if any.

21. SAFEGUARDING CONFIDENTIALITY OF EDUCATION RECORDS

(a) Notwithstanding any provision to the contrary within this Agreement, UCF shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to Institution upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify Institution immediately upon discovery of a breach of confidentiality of education records to Scott Hansen hansen2s@manateeschools.net and/or Matthew Bauer bauer3m@manateeschools.net 941-708-8770 and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate Institution staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse Institution any direct costs incurred by Institution for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide Institution with the name and contact information of its employee who shall serve as Institution's primary security contact and shall be available to assist Institution in resolving obligations associated with a security breach of confidentiality of education records; and

11) subject to Florida public laws, securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of Institution, and any party contracting with Institution serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, subject to UCF's applicable public records obligations, at Institution's request, return to Institution or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide Institution with a written acknowledgment of said disposition.

22. DATA CENTER CNTROL STANDARDS

The FCSUA Community is managed by a third-party vendor, Salesforce.Com Incorporated (SFDC). SFDC will maintain appropriate administrative, physical, and technical safeguards for protection of the security , confidentiality, and integrity of Customer Data as described in the Data Processing Addendum (DPA) found at :
https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Agreements/data-processing-addendum.pdf

23. PUBLIC RECORDS

Institution agrees that it will comply with Florida's Public Records Law, Section 119.0701, F.S. to the extent required by law.

24. COMPLIANCE WITH STATUTES, RULES AND REGULATIONS

In performing its obligations under this Agreement, Institution shall be aware of and comply with all laws, rules, and regulations relating to its performance under this Agreement as they may be enacted or amended.

25. WAIVER

No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

26. E-VERIFY

All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Subcontractor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the US employment eligibility of all of Subcontractor's employees hired by the Subcontractor during the term of this Agreement and/or while performing work or providing services for UCF. Subcontractor shall require that all subcontractors performing work or providing services on behalf of Subcontractor for UCF also comply with the requirements of §448.095, Fla. Stat and utilize the E-Verify system to verify US employment eligibility of all employees hired by subcontractor. The Subcontractor shall require for the subcontractor to provide to Subcontractor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Subcontractor shall maintain a copy of such affidavit for the duration of the Agreement. UCF may terminate this Agreement immediately upon notice to Subcontractor for any violation of this provision. A Subcontractor whose contract is terminated pursuant to this paragraph is liable for additional costs incurred by UCF due to the termination of the Agreement. Section 448.095, Florida Statutes, shall be interpreted consistently with applicable federal laws or regulations. If there are new regulatory pronouncements or guidances or statutory requirements regarding, or judicial interpretations of, Section 448.095, Florida Statutes, during the term of this contract the parties agree to update this clause so that it complies with such pronouncements, requirements and interpretations.

E-Verify Alternative Clause
Contractors Who Are Public Employers

To the extent that you qualify as a Public Employer as defined by Section 448.095, F.S., in lieu of the Verify section above, the following paragraph will apply to you:

Florida E-Verify Law; Section 448.095, Florida Statutes. Subcontractor represents and warrants to UCF that Subcontractor is registered with and using the E-Verify system to verify the US work authorization status of all newly hired employees and covenant to continue to do so throughout the term of this contract. Subcontractor further covenant to comply with the other applicable requirements of Section 448.095, Florida Statutes.

27. SEVERABILITY

If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and shall remain in full force and effect.

28. ENTIRE AGREEMENT

This Agreement consists of the following parts:

Articles 1-28
Appendix A: Scope of Work – Grant Proposal
Appendix B: Deliverables
Appendix C: Budget & Budget Justification

and constitutes the entire Agreement of the parties with respect to the subject matter hereof. Any other agreement, written or oral, is hereby superseded.

IN WITNESS WHEREOF, the parties hereto have executed this as of the date set forth below.

The School District of Manatee County	**The University of Central Florida Board of Trustees**
_____	_____
Name:	Name:
Title:	Title:
Date: _____	Date: _____

APPENDIX A: SCOPE OF WORK – GRANT PROPOSAL

Florida Postsecondary Comprehensive Transition Program

Manatee Technical College

Grant Proposal • Institutional Commitment Form

SECTION A: Institution Information

Legal name of institution	Manatee Technical College, School District of Manatee County	
Address	6305 State Road 70 East	
City, state, zip	Bradenton, FL, 34203	
Federal employer ID number (EIN) 59-6000728	Unique Entity ID (UEI) 100012962	Congressional district/s FL-016
Institution Parent Entity Legal Name (if applicable)	School Board of Manatee County	
Institution Parent Entity Address	215 Manatee Avenue West, Bradenton, FL 34205	
Parent entity congressional district FL-016	Parent Entity Unique Entity ID (UEI) 100012962	Parent entity ID number (EIN) 59-6000728
Institution's FPCTP primary program contact Paul Gansemer	Primary program contact telephone # 941-751-6550 ext 43206	Primary program contact email address gansemerp@manateeschools.net
Institution's FPCTP grant financial contact Maura Howl	Grant financial contact telephone # (941)752-8100	Grant financial contact email address howlmc@manateeschools.net
Institution's FPCTP grant administrative contact Doug Wagner	Grant administrative contact telephone # (941)751-7900	Grant administrative contact email address wagnerd@manateeschools.net
Institution's FPCTP grant authorized official contact Paul Gansemer	Grant authorized official telephone # 941-751-6550 ext 43206	Grant authorized official email address gansemerp@manateeschools.net
Institution's FPCTP grant principal investigator contact Jason Wysong	Grant principal investigator telephone # (941) 708-8770	Grant principal investigator email address wysongj@manateeschools.net
Proposal/Project Title	Project EDGE (Empower, Develop, Grow and Educate)	
Proposal type	Initial	
Proposed start date	January 1, 2024	
Proposed end date	June 30, 2027	
Total Amount Requested		

SECTION B:Certifications

1. Is the institution registered in the **System for Award Management** (SAM) (formerly the Central Contractor Registration)?

   Yes ☒ **No** ☐

2. Debarment and Suspension

Is the institution's program contact or any other employee or student participating in this project debarred, suspended or otherwise excluded from or ineligible for participation in State or Federal assistance programs or activities?

Yes ☐ **No** ☒

The institution's authorized official certifies that it: *(answer all questions below)*

Is ☐	**is not** ☒	presently debarred, suspended, proposed for debarment, or declared ineligible for award of State or Federal contracts.
Is ☐	**is not** ☒	presently indicted for, or otherwise criminally or civilly charged by a government entity.
Has ☐	**has not** ☒	within three (3) years preceding this proposal submission, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
Has ☐	**has not** ☒	within three (3) years preceding this offer, had one or more contracts terminated for default by any federal agency.

3. Retention of Records

☒ The institution's authorized official certifies that the institution maintains the appropriate accounting functions to manage externally-funded grants and contracts and adheres to specific requirements to manage and retain personnel, accounting, and general administration records as specified in Florida's General Records Schedules, such as GS1-SL and GS5.

SECTION C: Conflict of Interest

4. Conflict of Interest Certification (check the appropriate box)

☒ The Institution has an active and enforced COI policy that is consistent with the provisions of FS §112.313. The institution further certifies that, to the best of its knowledge, all financial disclosures have been made related to the activities that may be funded by or through a resulting agreement, and required by its conflict of interest policy; and all identified conflicts of interest have or will have been satisfactorily managed, reduced, or eliminated in accordance with the institution's conflict of interest policy prior to the expenditure of any funds under any resultant agreement.

☐ The Institution has an active and enforced conflict of interest policy that is consistent with the provisions of 42 CFR 50, Subpart F and 45 CFR 94, "Responsibility of Applicants for Promoting Objectivity in Research." The institution further certifies that, to the best of its knowledge, all financial disclosures have been made related to the activities that may be funded by or through a resulting agreement, and required by its conflict of interest policy; and all identified conflicts of interest have or will have been satisfactorily managed, reduced, or eliminated in accordance with the institution's conflict of interest policy prior to the expenditure of any funds under any resultant agreement.

☐ The Institution does not have an active or enforced conflict of interest policy hereby agree(s) to comply with the University of Central Florida's policies and procedures (available at http://www.coi.ucf.edu) relating to financial conflicts of interest. In accordance with this commitment, each person identified as responsible for the designing, conducting, or reporting work in this project will submit a conflict of interest disclosure form prior to the expenditure of funds and complete CITI conflict of interest training within 30 calendar days of agreement execution.

SECTION D: Audit Status

5. The institution received a single or program-specific audit for the last fiscal year in accordance with 2 CFR 200 Subpart F.

Yes ☒ **No** ☐

URL Link to Document

a. Most recent fiscal year (FY) completed: **FY 2022**

b. Were any audit findings reported? **Yes** ☐ **No** ☒

SECTION E: Project Information

6. Will research with **Human Subjects** be involved in this project? **Yes** ☐ **No** ☒

7. If human subjects are involved in this project, does the institution have a Federal Wide Assurance Number? **Yes** ☐ **No** ☐

8. **Is Cost Sharing provided? Yes** ☐ **No** ☒

Cost sharing is not required. However, if institutional cost share is provided, enter the amount and include it in the budget, budget justification, and the proposal narrative.

SECTION F: APPROVAL

The information, certifications, and representations within this Institution Commitment Form have been read, signed, and made by an authorized official of the institution. The appropriate programmatic and

administrative personnel involved in this application are aware of the stipulations regarding institutional responsibilities and student eligibility in the FPCTP Act and provided in the FPCTP Request for Proposals, and are prepared to adhere to such, as well as all other applicable institution, state, and Federal policies relevant to this program. Any work performed and/or expenses incurred prior to execution of a project agreement are at the institution's own risk.

Paul Gansemer

Signature of Institution's Authorized Official

12/7/2023

Date

Paul Gansemer, President

Print Name and Title of Authorized Official

FPCTP Grant Proposal: Proposal Narrative

Section 1: Abstract

"Employment is a primary pathway to independence and autonomy, yet research shows a continuing disparity between the employment outcomes of youth with and without disabilities" (Butterworth, et al., 2017, p. 265). Therefore, funds from an Initial Grant will be used to hire Project EDGE staff, purchase recruitment and curriculum materials, technology, and support professional travel to implement program goals that have a high emphasis on employment. Project EDGE will be offered in two segments referred to as Stage 1 (S1) and Stage 2 (S2). During S1, the Career Discovery course will provide education to include but not be limited to finance, time management, transportation, effective communication, self-care, building relationships, stress management, organizational skills, etc. Students will also be introduced to the five (Advanced Manufacturing and Production Technology, Advanced Automotive Service Technology, Baking and Pastry Arts, Professional Culinary Arts and hospitality, and Electrical assistant) postsecondary career options available at MTC. This course will prepare students to become more independent and increase their academic and advocacy skills regarding employment. Some students may elect to exit the program upon completion of S1. This could be due to finding employment, lack of interest in available MTC programs, or in the program overall. S1 will be a year in length at five hours a day facilitated by a teacher and support staff. S2 involves the students enrolling in one of the five programs mentioned earlier. The length of this part of the program depends on the track the student elects to take.

Section 2: Need

Project EDGE is looking, to begin with, ten students enrolled for the 24-25 school year. Currently, within Manatee County, 15 InD Self-Contained classrooms are serving roughly 150 students. Our goal is for each year to have a cohort of 10 students. Therefore, after the first year, we would have a new group of 10 students to start S1, along with the former S1 students who elected to enroll in a specialized program. Since each program has a different time commitment, we are looking at having possibly 30 students within the first three years. Currently, there are no other post-secondary options for students with intellectual disabilities in Manatee County. The nearest options are either St. Petersburg or Ft. Myers.

Students within Manatee County do not currently have local access to post-secondary options at the college, university, or technical college level. The nearest programs are located at the University of South Florida St. Pete, Florida Gulf Coast University, or Ft. Myers Technical College.

Only 19.1% of students identified with an intellectual disability are employed as compared to their non-disabled peers: 61.8% (Intellectual Disability Employment Statistics, 2023.) While district-specific data are difficult to come by, Vocational Rehabilitation (VR) has Manatee County placed within Region 5 and it is shown that students with Intellectual Disabilities (10.56%) are the third highest number of students receiving services (Division of Vocational Rehabilitation, 2022). Overall, our region had 1,250 eligible participants within the VR program between the 2021-2022 school year, however only 130 supported employment cases closed with employment (Division of Vocational Rehabilitation, 2022). "Workers with disabilities in Florida, on average, earn less than 80% of the state's annual median income in occupation families where they are overrepresented, including transportation and material moving occupations, food preparation and serving related occupations, and building and grounds cleaning and maintenance occupations" (Division of Vocational Rehabilitation, N.D.) It

is our goal to prepare our students for employment in areas that our continuously growing county will need while helping them become independent and contributing members of their community.

The five post-secondary options available for our students (Advanced Manufacturing and Production Technology, Advanced Automotive Service Technology, Baking and Pastry Arts, Professional Culinary Arts and Hospitality, and Electrician assistant) represent roughly 22.7% of the workforce in Manatee County (Florida Department of Economic Opportunity, 2022.) According to Florida Commerce data for Manatee County, Advanced Manufacturing and Production is expected to grow by over 1,000 positions by 2030; Automotive Service careers are expected to grow by almost 1,000 positions by 2030; Baking and Culinary positions are expected to grow by more than 3,000 positions by 2030; Hospitality careers are expected to grow by over 2,700 positions by 2030; and Electrician careers are expected to grow by more than 1,700 positions by 2030 (Employment Projection Data, 2023). Tourism and construction are key factors in the district and are where significant employment opportunities arise for students.

Job opportunities available for students who complete Project EDGE include: automotive repair, automotive service, food preparation, cook, baker, chef, head cook, food service manager, automation technology worker, electrician assistant, and robotics worker. In Manatee County restaurants and food services are the largest industry with over 4,100 locations (Florida, 2023). Employment opportunities will be varied while enrolled in the program. For S1 students they may find employment while interning a job during the career development portion of their course. The goal for S2 students is for them to find employment by the time they complete their program. MTC instructors have connections to many employers within our county and surrounding areas to help students obtain gainful employment. Along with Instructors, the MTC career department and Vocational Rehabilitation are available to help seek out employers.

Students enrolled in this program will work to earn meaningful credentials that will lead to competitive, integrated employment. Project EDGE students will receive support from their instructors, Project EDGE faculty, Campus Career Advisors, and Vocational Rehabilitation when they begin looking for employment in their area of study. Before students exit the program, the goal is to have employment in place or students interviewing for potential employment. Positive relationships between enrollment in postsecondary education and employment have been found for youth and adults with intellectual and developmental disabilities (IDD) (Avellone et al., 2021). For students within S1, internships and work-based learning will occur throughout the year, along with their peers without disabilities. Based on interest surveys and students' Summary of Performance (SOP). MTC has a career department that works with students in finding employment, along with the student's instructors. Since most instructors still work in or have connections to the courses they teach, they are able to help students find jobs after completion of their program. Project EDGE staff will also work on finding connections that best meet the needs of the student's specific skill set.

Initial funding through FPCTP is needed to support Project EDGE. Funding will be used to hire staff, purchase supplies, recruit students, disseminate information, and build the infrastructure of Project EDGE. Being able to hire necessary staff, purchase needed supplies, and promote the upcoming program is critical for its success.

Section 3: Goals and Approaches

Project EDGE will serve adults with intellectual disabilities from Manatee County.

Project EDGE program has three primary goals in the areas of skill attainment, employment, and industry certification. Students will complete their program of study by earning a specified number of OCPs. Students will

earn Industry Certifications by passing ICEs relevant to their career goals and program of study. Students who successfully complete the program will obtain competitive integrated employment. These goals are in alignment with the goals for all students in the Manatee Technical College and data are reported to the accrediting agency, the Council on Occupational Education (COE). Therefore, the three overall goals for the program are:

1. Project EDGE students will increase their skill attainment in academic, employment, and occupational skills by completing courses.
2. Project EDGE students will obtain competitive, integrated employment.
3. Project EDGE students will earn credential/industry certification(s) relevant to their career goals and program of study.

Project EDGE students will be provided with many activities, support, and person-centered planning that will lead to program completion and competitive, integrated employment. To reach our first goal of Project EDGE students increasing their skill attainment in academic, employment, and occupational skills by completing courses, students will complete career portfolios, craft resumes, identify their lifestyle goals, conduct career exploration, and develop workplace skills that are in demand in today's job markets. To reach program goal two, Project Edge students will obtain competitive, integrated employment by completing career interest surveys, and career interest checklists. Additionally, students will participate in internships and work-based learning experiences. If needed, students will also receive re-teaching of core content and additional skills practice for proficiency, as determined by their instructors. For students to reach the third program goal, Project EDGE students earning credential/industry certification(s) relevant to their career goals and program of study will be provided with additional skills practice sessions, including chapter review questions and ongoing progress monitoring to provide feedback to support students' successful completion of OCPs.

Project EDGE employs a strength-based and person-centered approach that focuses on the goals, needs, and abilities of each participant. Following best practices for serving this population, this personalized approach includes multiple assessments and individual advising during the enrollment process and throughout the program. Person-centered planning is one of the greatest tools that educators can use in order to improve student success and completion. Lightfoot and DeZelar (2020) found that "person-centered planning leads to improved decision-making" (p.5) which greatly benefits students as they complete their Occupational Completion Points (OCPs). Additionally, Westling (2019) noted that the person-centered approach can, "lead to desirable qualities of life with employment, independent living, and improved decision-making skills" (p. 107).

Placing Project EDGE graduates in careers related to their course of study can be challenging due to a multitude of issues including employer hesitancy to employ an individual with an intellectual disability and due to an overall lack of familiarity with those individuals. Job shadowing and internships are excellent ways to not only increase employment outcomes for graduates, but also for enlightening potential employers to all that our students have to offer. Research has shown that students who are placed in internships prior to graduation have a higher possibility of being employed than their peers who are not placed in internships (Platform, Polls, & Market, 2017).

Facilitating student attainment of Industry Certifications can be a task. Utilizing feedback gleaned from ongoing assessments is critical to targeting interventions that can be used to increase student learning and provide them with the skills needed to pass ICE's and earn Industry Certifications. Cheng and Fox (2017) noted that "ongoing assessment and the feedback on learning that it generates play a pivotal role in student learning" (p.183). Additional instructional support in-bedded in Project EDGE is a strategy they should prove to be a great contributor to students' success.

To increase skill attainment in academic, employment, and occupational skills by completing courses, Project EDGE students will maintain their attendance and actively participate in their courses. As a result of attending their classes and actively participating in their courses, Project EDGE students will complete assignments, tests, quizzes, and course projects. Successful completion of these course requirements will result in students attaining the skills necessary to earn a meaningful credential. The course requirements will also lead to students completing: resumes (Virtual and Hard Copy), career portfolios, and lifestyle goals. Project EDGE students will also develop workplace skills as a result of their completion of career exploration activities. To assist Project EDGE students with finding competitive, integrated employment, they will be provided with person-centered planning sessions. These planning sessions will result in students producing career interest surveys and career interest surveys. Project EDGE students will also participate in after-hours review sessions. As a result of these sessions, students will be re-taught key core content and they will conduct additional skills practice that will lead to proficiency in those areas. For Project EDSGE students to earn credential/industry certification(s) relevant to their career goals and program of study, leading to competitive integrated employment they will complete OCPs aligned with their courses. Completing these OCPs will increase their proficiency in those areas. Project EDGE students will be provided with after-school instructional support, to assist Project EDGE students with completing their OCPs. Project EDGE will conduct student evaluations throughout their time at Manatee Technical College. These evaluations will provide staff information necessary to provide additional remediation and additional review sessions to bridge their learning gaps.

In the first year of our program, Project EDGE students will complete each chapter of the text with 80% accuracy. As a result, 80% of students will make SAP and 80% of students will complete OCPs aligned with their programs. With these passage rates, we expect that 80% of students will earn their ServSafe, OSHA-10, First Aid/CPR, and Microsoft Office Certifications and that 75% of students will complete the EDGE program and be employed. As a result of their time in class and the instruction they receive, we expect that every Project EDGE student will be able to identify the support needed to increase their independence. 80% of Project EDGE will have a resume prepared for job interviews which will result in them gaining competitive, integrated employment.

In the second year of our program, we will build on the outcomes from year one. We expect students to complete each chapter of the text with 90% accuracy and 85% of Project EDGE students will make SAP. To increase employment for our graduates, we expect that 100% will complete career inventories and establish a list of occupations to explore, leading to 100% of Project EDGE students shadowing potential occupations and employers. These outcomes will lead to 100% of our students having a resume prepared for their interviews. As a result of these outcomes, we expect that 80% of the students who complete Project EDGE will be employed upon completion.

In the final year of our grant, we expect that our students will complete each chapter of their texts with 95%, leading to 90% of Project EDGE students making SAP. Building on the previous year's outcomes, 100% of our students will complete a resume. We still anticipate 80% of Project EDGE students to complete the program and be employed upon completion, but we are also expecting that 50% of our graduates will be employed in their area of study. We expect those students to work at least 3 days a week. As a result of their time at Manatee Technical College, Project EDGE students will, 80% of the time, advocate for the support they need to be successful.

Section 4: Personnel, Institutional Commitment, and Collaborations

Project EDGE Coordinator (1.0 FTE):

- Qualifications

1. Master's degree from an accredited university in Educational Leadership, Administration/Supervision, or related content field.
    1. Possess a valid Florida Teaching Certificate
    2. Five years of increasingly responsible experience in classroom teaching, experience in using technology in the classroom, and experience in providing professional development to faculty and staff.
    3. At least one year in a leadership role at the school or district level (i.e., district specialist, school-based coordinator, dean) is preferred.
    4. ESE endorsement

- Preferences

1. Autism Spectrum Disorder Endorsement: A majority of students who are anticipated to apply for Project EDGE are dual exceptional with a secondary diagnosis of Autism Spectrum Disorder (ASD).

- Job Responsibilities

1. Oversee the FCSUA program and grant
2. Obtain and submit required information/data to the FCSUA
3. Follow guidelines for proper student conduct and implement disciplinary procedures and policies that ensure a safe and orderly environment.
4. Ensure instruction curricula are aligned with District, State, and MTC goals and frameworks.
5. Maintain and model high standards of professional conduct. Set high standards and expectations for self, others, and school.
6. Provide recognition and celebration for student, staff, and school accomplishments.
7. Provide leadership and direction for developing the best possible learning/teaching environment.
8. Keep abreast of trends and best practices in education and the field of instruction through staff development, review of literature, meetings, and other means.
9. Understand and utilize collaborative planning strategies.
10. Promote and support changes in curriculum, technology, and school processes.
11. Build teams to accomplish plans, goals, and priorities.
12. Facilitate problem-solving by groups and individuals.
13. Work with employers and other stakeholders to resolve complaints or concerns.
14. Communicate effectively both orally and in writing with employers, students, teachers, and the community.
15. Be proactive in recognizing and solving school and student concerns.
16. Use current research, performance data, and feedback from employers, industry experts, students, teachers, community, and other stakeholders to make decisions related to improvement of instructional assessment, content and curriculum, and student performance.
17. Consider different perspectives, alternative opinions, and sequences of each in making decisions.
18. Cooperate with and support the selection of textbooks, materials, and equipment.
19. Model effective listening and positive interaction skills.
20. Participate in District, MTC, and Department meetings and other activities to enhance professional development.
21. Communicate, through the proper channels, to keep the immediate supervisor, Assistant Director, MTC Director, Adult, Career and Technical Education Executive Director, and Superintendent informed of impending problems or events of unusual nature.
22. Attend MTC-related activities and events including, but not limited to, graduation ceremonies,

careertechnical student organization, and other related CTE or instructional activities.
23. Use the District e-mail application effectively.
24. Cooperate with and support District instructional staff in program planning.
25. Participate in developing the MTC mission, vision, strategic plan, calendar, and staffing plan.
26. Attend and participate in staff meetings to discuss policy changes, instructional programs, potential concerns, and resolution of existing issues.
27. Promote and market MTC and its programs to the community.
28. Make difficult decisions when necessary, including dealing with ineffective student or stakeholder performance.
29. Perform other tasks consistent with the goals and objectives of this position.

Instructor (1.0 FTE):

- Qualifications

1. Bachelor's Degree from an accredited educational institution.
    1. Certification or certifiable in Exceptional Student Education or related field.
    2. A Minimum of five (5) years of successful teaching experience working with students, including ESE students.

- Preferences

1. Possess Autism Spectrum Disorder Endorsement

- Job Responsibilities

1. Plan and prepare lessons that are meaningful and engaging.
2. Plan and prepare instructional activities that contribute to a climate where students are actively engaged in meaningful learning experiences.
3. Identify, select, and modify instructional materials to meet the needs of students with varying backgrounds, learning styles, and special needs.
4. Assist in assessing changing curricular needs and plans for improvement.
5. Maintain a positive, organized, and safe learning environment.
6. Manage time, materials, and equipment effectively.
7. Instruct and supervise the work of volunteers and aides when assigned.
8. Establish and maintain effective and efficient record-keeping procedures.
9. Use effective student behavior management techniques.
10. Assist in enforcement of school rules, administrative regulations, and School Board policies.
11. Develop effective assessment strategies to assist the continuous development of students.
12. Interpret data for diagnosis, instructional planning, and program evaluation.
13. Demonstrate knowledge and understanding of subject matter content.
14. Apply principles of learning and effective teaching in instructional delivery.
15. Use a multimedia approach utilizing a variety of materials and equipment to meet the needs of students.
16. Use appropriate strategies and techniques to enhance critical thinking skills in students.
17. Provide quality work for students that is challenging and relevant to the goals and objectives of the class.
18. Recognize overt indicators of student distress or abuse and take appropriate action based on school procedures and law.
19. Provide instruction on safety procedures and proper handling of materials and equipment.
20. Use appropriate materials, technology, and resources to help meet the learning needs of all students.
21. Provide a positive environment in which students are encouraged to be actively engaged in the learning process.
22. Communicate effectively, both orally and in writing, with other professionals, students, and the

community.
23. Collaborate with other professionals and parents after recognizing student distress or abuse.
24. Collaborate with peers to enhance the instructional environment.
25. Assist others in acquiring skills and knowledge in specific areas of responsibility.
26. Engage in a continuing quest for personal growth through inservice, classes, and study.
27. Conduct a personal assessment periodically to determine professional development needs with reference to a specific instructional assignment.
28. Model professional and ethical conduct when dealing with students, peers, and the community.
29. Perform and fulfill all professional responsibilities.
30. Prepare all required reports and maintain all appropriate records.
31. Support school improvement initiatives by active participation in school activities, services, and programs.

Support Personnel (1.0 FTE):

- Qualifications

1. High school diploma or equivalent and passing of paraprofessional test or a minimum of 60 college credit hours from an accredited institution.
2. A minimum of 5 years of experience working with students, including ESE Students.
3. Must be at least 21 years of age.

- Knowledge, Skills, and Abilities

1. Knowledge of child growth and development
2. Understanding of various exceptionalities
3. Possess good organizational skills
4. Ability to prioritize functions and manage time wisely
5. Ability to communicate effectively, both orally and in writing

- Job Responsibilities

1. Assist in maintaining a safe learning environment.
2. Monitor and report inappropriate student actions.
3. Assist teachers in implementing classroom activities.
4. Assist students with accomplishing assigned tasks.
5. Assist teachers with preparing instructional materials.
6. Assist in maintaining an attractive and orderly environment.
7. Assist the teachers in assessing student progress.
8. Demonstrate initiative in the performance of assigned responsibilities.
9. Model and maintain high ethical standards.
10. Follow attendance, punctuality, and proper dress rules.
11. Maintain confidentiality regarding school matters.
12. Maintain positive relationships with staff and students.
13. Participate in workshops and training sessions as required.
14. Communicate effectively with staff.
15. Keep supervisor informed of potential problems or unusual events.
16. Respond to inquiries and concerns in a timely manner.
17. Prepare all required reports and maintain all appropriate records.
18. Follow all School Board policies, rules, and regulations.
19. Exhibit interpersonal skills to work as an effective team member.
20. Demonstrate support for the School District and its goals and priorities.

21. Perform other incidental tasks consistent with the goals and objectives of this position.

On May 9, 2023, our institution's governing board and superintendent approved Project EDGE.

Manatee Technical College is supporting Project EDGE by providing classroom space on its East campus. The Project EDGE coordinator will also work with the Coordinator of the Disability Resource Center on MTCs campus to provide professional development opportunities to faculty throughout the year.

Students will be recruited into the program through a variety of existing collaborations. This includes Vocational Rehabilitation (VR), high school department chairs, high school teachers, and Exceptional Student Education Specialists. Additional recruitment efforts will occur during the Manatee County Exceptional Student Education (ESE) Agency Fair and Sarasota County Exceptional Student Education Agency Fair.

Prior to admittance into the program parents will be contacted via phone, email, and informational brochure. During the student's time in the program, parents will only be contacted if there is an academic or physical concern. Upon completion of the program, families will be contacted to inquire about employment and student progress.

At this time there is no collaboration between Project EDGE and Vocational Rehabilitation or other transition-related providers. The long-term goal is to work with Voc Rehab and have our students as clients to better their success during and after they have completed their program. Any project transition meetings the EDGE coordinator will attend.

Program staff will collaborate with Manatee Technical College faculty and reach out to businesses and organizations in which students have interests or are working towards certifications. Program staff will also look for additional employment opportunities in areas not related to interest fields to provide varying experiences. Students will have access to the Career Center on MTCs campus to assist with employment needs prior to graduation, as well as after they graduate if needed. In addition, the EDGE coordinator will work on creating partnerships within the county based on students' interest surveys and the program they elect to enroll in. The goal is to create a bank of varied employers who students are able to intern with and potentially gain employment. MTC has a career department that works with students in finding employment, along with the student's instructors. Since most instructors still work in or have connections to the courses they teach, they are able to help students find jobs after completion of their program. Project EDGE staff will also work on finding connections that best meet the needs of the student's specific skill set.

At this time there are no transition councils within Manatee County. However, there are talks between FDLRS and Project 10 to revive the council for the 23-24 school year. If this occurs, Project EDGE staff will request to attend meetings.

At this time there is no program advisory board, however, we are open to implementing one.

Section 5: Formative and Summative Evaluation Plan

Formative evaluation strategies

The following questions that will guide our formative evaluation plan:

- What did my students learn during today's lesson?
- Which of my students may need additional instruction to reach learning goals?
- What type of additional instruction or intervention do my students need?
- Which of my students have mastered the content in this chapter/unit and which ones need additional instruction?
- Is the core instruction we provide effective for 80% or more of students? If not what needs to change?
- Is the intervention for struggling students effective? If not what needs to change?
- Are students making SAP?
- Are students earning Industry Certifications?
- Are students attaining integrated competitive employment?

Data we will use to determine if Project EDGE is being implemented as planned are:

- Student grades on chapter assessments
- Student attendance records
- Student grades on vocabulary notebook reviews
- Student grades on Critical Thinking Questions
- Student grades on Interpersonal and Collaboration Skills assignments
- Student grades on Key Concept reviews
- 504 plans
- Student attendance records
- Student resumes
- Student employment statistics
- Number of students who pass an ICE
- Number of students who complete an OCP
- Employer feedback forms

Our data sources will come from our progress monitoring and evaluation systems, direct personal investigation, instructors' feedback, and emailed and or mailed questionnaires. Additional data will come from district-level reports.

To measure both the success of the Project EDGE and its students' success, data will be analyzed on a quarterly basis. Using descriptive analyses, data will be reviewed and the results charted to note potential growth, stagnant change, or plateau in students' progress within the program. Data will be used to form a holistic picture of the student in an effort to understand each one of them better. Our data analysis process will involve looking at each student and determining what needs to be done to ensure continued success or to assist the student so that s/he can be more successful in their course. Program data will also be analyzed on quarterly basis. At the conclusion of each semester, our team will convene to determine predictive and prescriptive results of our data

to make informed decisions on our goals and our program as a whole.

Data collected will help the team determine what aspects of the program are successful and which need to be reviewed and amended or removed to better support the overall goal. This information will drive how the team proceeds for the following cohort year, not only for support within the program but also for the post-academic goals students create for themselves.

Summative evaluation strategies

To best determine if each outcome and goal is achieved, the following short-, intermediate-, and long-term goals will be utilized.

Short Term Goals

- Students will successfully complete each chapter of the text
    - Students will complete career inventories and establish a list of potential occupations to explore
    - Students will identify the support needed to increase their independence
    - Students will complete the necessary application for admittance into their choice program
    - Students will make SAP
    - Students will complete OCPs aligned with their programs
    - Students will earn their ServSafe, OSHA-10, First Aid/CPR, and Microsoft Office Certifications
- How this goal will be achieved
    - Full enrollment (10 students)
    - Community support within areas students have an interest
    - All students complete the Career Development Course
    - SAP will be maintained
    - OCPs will be completed
    - Certificates will be earned

Intermediate Goals

- Students will shadow potential occupations
    - Students who elect to exit the program after the first year find employment within 3 months of exiting the program
    - Students who apply to one of the 5 programs will be admitted with 80% success
- How this goal will be achieved
    - Keep in communication with students regarding employment
    - Track the number of those admitted into programs

Longterm Goals

- Students will obtain employment in their area of study
    - Students will advocate for the support they need to be successful
    - Students will have a resume (paper-based and electronic) prepared for job interviews
- How this goal will be achieved
    - Students will complete the EDGE program and find employment
    - Students who are admitted to one of the 5 programs will complete a minimum of one occupational completion point (OCP)
    - Upon completion of their program or when they choose to exit their program upon completion of an OCP, students will find employment within 3 months.

Questions that will guide our summative evaluation plan.

- What was the enrollment number at the beginning of each cycle (Fall 24', Fall 25', Fall 26')
- Were community business relationships established based on student interest?
- What is the percentage of completers for the Career Development Course?
- Did all students maintain SAP?
    - If not what did we do to support?
- How many OCPs were completed?
    - Which areas were they obtained?
- Were certificates earned?
    - If so, within which areas?
- How was communication established with students regarding employment post-graduation?
- Which programs received the most interest per year/overall?

Indicators to determine if outcomes were achieved.

- Based on a cohort of ten students what percentage of students were enrolled at the beginning of each school year?
- Percentage of students who maintained SAP.
- Percentage of OCPs completed based on area track.
- Percentage of students who received certification in OSHA-10, ServSafe, Microsoft Office, and First Aid/CPR.
- Percentage of students who maintain employment post-graduation.

Data sources that will be used to evaluate the progress of Project EDGE toward achieving its goals will vary from one goal to the next. For our first goal, we will collect data taken from student grades, student surveys, parent/guardian surveys, and stakeholder surveys. In addition, we will conduct team debriefs with CTE instructors to address individual student needs; these debriefs will rely upon instructors' records and will drive necessary adjustments to accommodations and materials. Debriefs and adjustments to accommodations will also be used as data sources. Student artifacts such as projects and exam records will also be used as data sources. The Project EDGE coordinator will also collect any records from Vocational Rehabilitation and meeting notes taken from student conferences. The second goal will rely upon data sources such as reports generated for FPCTP, local placement data, communication logs with parents and students, and referral records. The final goal will utilize data derived from student surveys, instructor's notes, accommodations requests on instructional competency exams (ICEs), and student performance results on ICEs.

On a quarterly basis using descriptive analysis, data will be reviewed and the results charted to note potential growth, stagnant change, or plateau in students' progress within the program.

Data will be used to note students' interests and areas of need within the program. Upon review of said data, if certain programs have low completion or exit rates, the team will need to review the program on how to better support students or look at replacing for another. This data will also help instructors note which chapters within

the book students tend to excel and struggle in to better map out the content.

Section 6: Adequate and Reasonable Budget

The proposed budget covers funding for Project EDGE from January 1st of 2024 to June 30th of 2027.

The proposed costs align with Manatee County Schools rates as determined by the District's Budget Office and Florida Department of Education requirements. Salaries are based on standardized amounts as determined by the District Budget Office, while fringe, mileage, travel, and indirect rates are based on the district-set rates.

The proposed budget will support the newly implemented program for the first three years. Many factors were considered when drafting the budget to account for staff, trainings, supplies, travel, and technology.

Funding received from the Initial Grant will help establish and promote our program within the community. Allowing families to know there are post-secondary options for their children and a solid network of professionals in place to support their varied needs. Growing the program year by year, making stronger community connections, and expanding the program to be self-sufficient financially will all come from support in the early years. School leadership personnel have stated that they anticipate applying for the FPCTP Continuing Grant after the first three years while we work to increase our FTE funding which can gradually assume the cost of the necessary staff to support the program.

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FPCTP Grant Proposal: Program Logic Model

Program Goal

Inputs	Outputs		Outcomes – Aligned with Goals – Result from Inputs and Outputs		
What are the inputs coming into the program?	**Activities**	**Products/Materials**	**Short-term**	**Intermediate**	**Long-term**
We will be utilizing the following inputs: • MTC Faculty: Career Services, Academic Advisors, Financial Aid Counselors, Disability Resource Counselor, and Content Faculty. • Established CTE Programs at the technical college • FCSUA support, monthly trainings, and online resources • Vocational Rehabilitation • Community Partners • Student records and transcripts • Grants/Funding	‣ Class attendance and participation ‣ Progress Monitoring ‣ Person-centered planning ‣ After-hours support/review ‣ Person-centered planning with students ‣ After-hours support/review ‣ Mock interviews ‣ Complete OCP's ‣ Systematic Evaluations to keep students on track ‣ Take industry certification exams (ICEs)	‣ Career Exploration Sheet ‣ Skills practice sheets ‣ Sign-in sheet ‣ Section Wrap-Ups ‣ Resume (Virtual and Hard Copy) ‣ Progress monitoring reports ‣ Identify lifestyle goals ‣ Develop Workplace Skills Portfolio ‣ Completed Assignments/Tests/Quizzes/Projects ‣ Weekly review sheets ‣ Career Portfolio ‣ Interview feedback form ‣ Career interest checklist from instructors ‣ Career Interest Survey ‣ Additional skills	‣ Student will successfully complete each chapter of the text with 80% accuracy. ‣ 100% of students will complete career inventories and establish a list of potential occupations to explore. ‣ 100% of Students will have a resume prepared for job interviews ‣ 80% of students will make SAP ‣ 80% of students will earn their Servsafe, OSHA-10, First Aid/CPR, and Microsoft Office Certifications. ‣ 75% of students will complete the EDGE program ‣ 80% of students will complete OCPs aligned	‣ Student will successfully complete each chapter of the text with 90% accuracy. ‣ 100% of students will shadow potential occupations. ‣ 85% of students will make SAP ‣ 80% of students will complete the EDGE program and will be employed upon completion.	‣ Students will advocate for the supports they need, 80% of the time. ‣ Student will successfully complete each chapter of the text with 95% accuracy. ‣ 50% of students will maintain employment a minimum of 3 days per week. ‣ 50% of students will obtain competitive, integrated employment. ‣ 90% of students will make SAP

		practice for proficiency ‣ Re-teaching of core content ‣ Chapter review questions. ‣ Sign-in sheets ‣ Skills practice checklists ‣ ICE scores	with their programs.		

FPCTP Grant Proposal: Evaluation Plan

Program Goal: Project EDGE students will increase their skill attainment in academic, employment, and occupational skills by completing courses with a 70% or better.		
Short-term outcomes	**Indicators / Evidence**	**Data Sources**
Student will successfully complete each chapter of the text with 80% accuracy.	Indicators and evidence are: • # of Students completing chapter assessments • # of students completing academic vocabulary reviews • # of students who answer critical thinking questions • # of students who complete Interpersonal and Collaboration Skills assignments • # of students who complete key concept reviews	Data sources include: • Student grades on chapter assessments • Student attendance records • Student grades on vocabulary notebook reviews • Student grades on Critical Thinking Questions • Student grades on Interpersonal and Collaboration Skills assignments • Student grades on Key Concept reviews
Long-term outcomes	**Indicators / Evidence**	**Data Sources**
Students will advocate for the supports they need, 80% of the time.	Indicators and evidence include: • # of deficits identified • # of students who self-advocate • # of students who do not self-advocate • # of students who seek out additional support to self-identify.	Data sources include: The data sources include: • 504 plans • Sign-in sheets • Voc Rehab evaluations • High School teacher input forms
Intermediate outcomes	**Indicators / Evidence**	**Data Sources**
Student will successfully complete each chapter of the text with 90% accuracy.	Indicators and evidence are: • # of Students completing chapter assessments • # of students completing academic vocabulary reviews • # of students who answer critical thinking questions • # of students who complete Interpersonal and Collaboration Skills assignments • # of students who complete key concept reviews	Data sources include: • Student grades on chapter assessments • Student attendance records • Student grades on vocabulary notebook reviews • Student grades on Critical Thinking Questions • Student grades on Interpersonal and Collaboration Skills assignments • Student grades on Key Concept reviews
Long-term outcomes	**Indicators / Evidence**	**Data Sources**
Student will successfully complete each chapter of the text with 95% accuracy.	Indicators and evidence are: • # of Students completing chapter assessments • # of students completing academic vocabulary reviews • # of students who answer critical	Data sources include: • Student grades on chapter assessments • Student attendance records • Student grades on vocabulary notebook reviews

	thinking questions • # of students who complete Interpersonal and Collaboration Skills assignments • # of students who complete key concept reviews	• Student grades on Critical Thinking Questions • Student grades on Interpersonal and Collaboration Skills assignments • Student grades on Key Concept reviews

Program Goal: 80% of Project EDGE students will obtain competitive, integrated employment.		
Short-term outcomes	**Indicators / Evidence**	**Data Sources**
100% of Students will have a resume prepared for job interviews	Indicators and evidence include: • # of students who complete a resume	Data sources include: • Instructors Rubric • Student post-employment interviews • Resumes

Program Goal: ___% of Project EDGE students will find competitive, integrated employment.		
Intermediate outcomes	**Indicators / Evidence**	**Data Sources**
100% of students will shadow potential occupations.	Indicators and evidence include: • # of students who shadow potential occupations • # of students who completed career inventories • # of students who completed potential occupation lists	Data sources include: • Job shadow forms • Completed career inventories
Short-term outcomes	**Indicators / Evidence**	**Data Sources**
100% of students will complete career inventories and establish a list of potential occupations to explore.	Indicators and evidence include: • # of students who completed career inventories • # of students who complete a list of potential occupations	Data sources include: • Career inventories • Occupation lists
Long-term outcomes	**Indicators / Evidence**	**Data Sources**
50% of students will maintain employment a minimum of 3 days per week.	Indicators and evidence include: • # of students who apply for a job • # of students who work at least 3 days a week • # of students who complete a resume	Data sources include: • Employer feedback forms • Applications • Resumes • Work schedules

Program Goal: 80% of Project EDGE students will find competitive, integrated employment.		
Long-term outcomes	**Indicators / Evidence**	**Data Sources**
50% of students will obtain competitive, integrated employment.	Indicators and evidence include: • # of students who apply for a job • # of students who complete a resume	Data sources include: • Employer feedback forms • Applications • Resumes • Work schedules

Program Goal: 80% of Project EDGE students will earn credential/industry certification(s) relevant to their career goals and program of study.		
Short-term outcomes	**Indicators / Evidence**	**Data Sources**
80% of students will make SAP	Indicators and evidence include: • # of students who make SAP • # of students who pass an ICE • # of students who participate in after-hours support/review • # of students who took an ICE	Data sources include: • Student completion of guided notes • Student grades • Student Attendance • Number of students who passed an ICE
Short-term outcomes	**Indicators / Evidence**	**Data Sources**
80% of students will complete OCPs aligned with their programs.	Indicators and evidence include: • # of students who complete key concept reviews • # of students who complete an OCP or OCPs • # of students who earn an Industry Certification • # of students who participate in after-hours support/review	Data sources include: • Student grades • Student attendance records • Industry certification scores
Intermediate outcomes	**Indicators / Evidence**	**Data Sources**
80% of students will complete the EDGE program and will be employed upon completion.	Indicators and evidence include: • # of students who collaborate with staff to research job opportunities • # of students who find employment opportunities • # of students who compile necessary documentation (application, resume, work experience, etc.) • # of students who apply for a job • # of students of students who gained employment • # of students complete a resume • # of students who complete an employment search	Data sources include: • Employment applications • Resumes • Employer reviews • Applications (all components) submitted • Employment data • Employer feedback forms
Short-term outcomes	**Indicators / Evidence**	**Data Sources**
75% of students will complete the EDGE program	Indicators and evidence include: • # of students who collaborate with staff to research job opportunities • # of students who find employment opportunities • # of students who compile necessary documentation (application, resume, work	Data sources include: • Employment applications • Resumes • Employer reviews • Applications (all components) submitted • Employment data • Employer feedback forms

	experience, etc.) • # of students who apply for a job • # of students of students who gained employment • # of students complete a resume • # of students who complete an employment search	
Short-term outcomes	**Indicators / Evidence**	**Data Sources**
80% of students will earn their Servsafe, OSHA-10, First Aid/CPR, and Microsoft Office Certifications.	Indicators and evidence include: • # of students who complete practice assessments • # of students who complete a certification course • # of students who participate in after-hours support/review	Data sources include: • Student completion of guided notes • Student grades • Student Attendance • Number of students who pass certification

Program Goal: 80% of Project EDGE students will earn credential/industry certification(s) relevant to their career goals and program of study, leading to competitive integrated employment. .		
Long-term outcomes	**Indicators / Evidence**	**Data Sources**
90% of students will make SAP	Indicators and evidence include: • # of students who make SAP • # of students who pass an ICE • # of students who participate in after-hours support/review • # of students who took an ICE	Data sources include: • Student completion of guided notes • Student grades • Student Attendance • Number of students who passed an ICE
Intermediate outcomes	**Indicators / Evidence**	**Data Sources**
85% of students will make SAP	Indicators and evidence include: • # of students who make SAP • # of students who pass an ICE • # of students who participate in after-hours support/review • # of students who took an ICE	Data sources include: • Student completion of guided notes • Student grades • Student Attendance • Number of students who passed an ICE

APPENDIX B: DELIVERABLES

INSTITUTION shall perform the work described in:

Proposal entitled Project EDGE and dated 12/7/23.

Which documents are hereby incorporated into this Agreement by reference with the same force and effect as if set forth herein in full.

The following deliverable items are required:

Due Date	Deliverable
7/15/24	Year 1 Grant Performance Report
7/15/25	Year 2 Grant Performance Report as applicable
7/15/26	Year 3 Grant Performance Report as applicable
9/1/27	Final Grant Performance Report and Final Invoice

The annual and final performance reports must include, but are not limited to, the following components and must be submitted according to the instructions provided by the Florida Center for Students with Unique Abilities. Modifications to the project's evaluation plan as outlined in the grant proposal, and/or additional reporting elements may be required at the discretion of the FCSUA.

Annual and Final Performance Report Components

1. Cover sheet with institution name, contact information, reporting period, report type, total budget expenditures during reporting period, total budget expenditures to date.
2. Summary of activities during the reporting period. (For final report, summary of activities across project periods.)
    a. Activities implemented
    b. Expected activities in next budget period (for annual performance report)
    c. Request for changes in approved activities and/or implementation timeline (if needed).
3. Summary of evaluation activities, data, and findings during the reporting period by evaluation focus (formative, summative) and for targeted outputs and outcomes. (For final report, summary of evaluation activities, data, and findings by focus and target, across project period.)
    a. Formative evaluation activities
        i. Targeted outputs

ii. Targeted outcomes

b. Summative evaluation activities

i. Targeted outputs

ii. Targeted outcomes

4. Budget expenditures

a. Description of any slippages

b. Expected expenditures during next budget period (for annual report).

c. Requested budget changes (if needed)

5. Supporting or supplementary information (optional)

APPENDIX C: BUDGET & BUDGET JUSTIFICATION

FPCTP Grant Proposal: Proposed Budget

Institution:	Manatee Technical College, School District of Manatee County			
Project/Program Title:	Project EDGE (Empower, Develop, Grow and Educate)			
Project Period:	January 1, 2024	to	June 30, 2027	
# Project Years:	3.5			

Budget Category	Year 1	Year 2	Year 3	Year 4	TOTAL Budget
Personnel					
Program Coordinator (1.00 FTE)	$ 34,414	$ 70,204	$ 71,608	$ 73,000	$ 249,226
Instructor (1.00 FTE)	$ 27,500	$ 57,000	$ 59,020	$ 61,000	$ 204,520
Instructor (0.50 FTE)			$ 31,010	$ 32,000	$ 63,010
Support Personnel (1.00 FTE)		$ 42,517	$ 42,912	$ 46,800	$ 132,229
Total	**$ 61,914**	**$ 169,721**	**$ 204,550**	**$ 212,800**	**$ 648,985**
Fringe Benefits					
Program Coordinator - 39.79%	$ 13,693	$ 27,935	$ 28,493	$ 29,046	$ 99,167
Instructor - 39.79%	$ 10,942	$ 22,680	$ 23,484	$ 24,272	$ 81,378
Instructor - 39.79%			$ 12,339	$ 12,733	$ 25,072
Support Personnel - 39.79%		$ 16,917	$ 17,075	$ 18,621	$ 52,613
				$	
Total	**$ 24,635**	**$ 67,532**	**$ 81,391**	**$ 84,672**	**$ 258,230**
Travel					
FCSUA events ($1,500 per year)	$ 1,000	$ 1,400	$ 1,400	$ 1,400	$ 5,200
Local - Employment dev & sites	$ 1,500	$ 2,500	$ 2,500	$ 2,500	$ 9,000
Other	$ 1,000	$ 4,600	$ 4,600	$ 4,600	$ 14,800
Total	**$ 3,500**	**$ 8,500**	**$ 8,500**	**$ 8,500**	**$ 29,000**
Supplies					
Supplies	$ 5,000	$ 2,500	$ 1,000	$ 1,000	$ 9,500
Curriculum/instructional materials	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 10,000
Technology	$ 5,000	$ 5,000	$ 2,500	$ 2,500	$ 15,000
Other	$ 5,000				$ 5,000
Other					
Total	**$ 17,500**	**$ 10,000**	**$ 6,000**	**$ 6,000**	**$ 39,500**
Equipment					
Equipment > $5,000					

Total					
Consulting Contracts					
Advertisement Firm	$ 5,000				$ 5,000
Total	**$ 5,000**				**$ 5,000**
Subcontracts					
Total					
Other					
Printing/copying - program materials	$ 8,000	$ 2,000	$ 2,000	$ 2,000	$ 14,000
Misc. student support		$ 1,000	$ 1,500	$ 1,500	$ 4,000
Tech or testing fees (cert exams)	$ 1,000	$ 5,000	$ 4,000	$ 4,000	
Mentor services or support					
Tuition (student awards)					
Other		$ 20,000	$ 20,000	$ 20,000	$ 60,000
Other					
Total	**$ 9,000**	**$ 28,000**	**$ 27,500**	**$ 27,500**	**$ 92,000**
Total Direct Costs					
Total	**$ 121,549**	**$ 283,753**	**$ 327,941**	**$ 339,472**	**$ 1,072,715**
Modified Total Direct Costs					
Excludes equipment, subcontracts over $25000, and tuition	**$ 121,549**	**$ 283,753**	**$ 327,941**	**$ 339,472**	**$ 1,072,715**
F & A Costs					
F&A (indirect costs) rate (max 10%)	3.72%	3.72%	3.72%	3.75%	
F&A rate X modified total direct costs	$ 4,522	$ 10,556	$ 12,199	$ 12,730	**$ 40,007**
Total Project Costs	**$ 126,071**	**$ 294,309**	**$ 340,140**	**$ 352,202**	**$ 1,112,722**

Grant Proposal • Budget Justification

Institution	Manatee Technical College, School District of Manatee County
Project/Program Title	Project EDGE (Empower, Develop, Grow and Educate)
Project Period	January 1, 2024 – June 30, 2027
# Project Years	3.5

Personnel	**Amount requested:**	**$ 648,985**

For the first year of the project, the personnel budget will support the program coordinator and an instructor. Their responsibilities are to create flyers/publication materials, reach out to local high schools and start the recruitment process, work on the first-year curriculum, audit classes, and build relationships with technical college staff and other businesses within the community. In year two we are adding a Support Person to provide additional support to our first-year students. The Support Person will transition with those students who elect to apply for a program at the technical school in their second year. The classroom instructor will teach the first-year program while the program coordinator continues to reach out to local area high schools, businesses, and organizations to build the program and maintain the data. In year three there will be a .5 addition of an instructor to support a potential collaboration between Project EDGE and Manatee Technical College (MTC) in support of our second-year students who show an interest in culinary. Other positions for this year would maintain their current job responsibilities. Staff salaries in Year 1 will be pro-rated to account for the January 1st, 2024 start date of the Initial Grant.

Fringe benefits	**Amount requested:**	**$ 258,230**

Fringe benefits are dictated by the district and are required for each district employee. These funds cover retirement, social security, life insurance, health insurance, and workers' compensation. When the district updates its percentage, we will complete an amendment form to reflect that within the grant. Fringe benefits in Year 1 of the grant will be pro-rated to account for the January 1st, 2024 start date.

Travel	**Amount requested:**	**$ 29,000**

Part of our travel includes the funds needed per year to attend mandatory FCSUA meetings in January and July. Other travel would be for staff to secure locations for students to intern, make connections within our community, and attend professional conferences throughout the year.

Supplies	**Amount requested:**	**$ 39,500**

A large portion of our supply budget will be used in our first year to establish the program. Items for the first year include basic office supplies (copy budget, three-ring binders, three-hole punch, paper clips, staplers/staples, flash drives, external hard drives, post-its, pens, pencils, highlighters, manila folders, etc.) and online resources (OSHA-10 curriculum/practice materials, Serv-Safe curriculum/practice materials, personal computers for staff, First Aid/CPR practice materials, Canva subscription) to help support and promote the newly established program. Subsequent years' supplies will help to maintain what is established in the first year.

Equipment	Amount requested:	$ 0
Consulting contract	**Amount requested:**	**$ 5,000**
Project EDGE will contract with an advertising firm to create the program logo, letterhead, pamphlets, and other media materials to promote Project EDGE to the community and surrounding areas.		
Subcontract	**Amount requested:**	**$0**
N/A		
Other	**Amount requested:**	**$ 92,000**
This line item will house our printing budget (needed to advertise the program.) While our district does have a print shop where we will be able to print flyers and brochures we will need an outside vendor for other promotional items (apparel, tablecloths, display boards, and giveaways) Funds within this area will introduce our community to this newly developed program. Additionally, fees related to testing and certification will be covered, as well as non-contracted hourly funds for after-hours support for students who may need to work on mastery of new skills or preparation for upcoming OCPs. We estimate an additional 5 hours/week at an estimated rate of $21/hour.		
F & A costs recovery rate:	**Amount Requested:**	**$ 40,007**
F & A cost recovery is determined by the mandated 3.72% annually.		
	Total Requested:	**$ 1,112,722**

AGENDA ITEM NO. 10.7

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval of the New Agreement Between the School District of Manatee County and John Russo, DDS, MHS, Inc. for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, (No Financial Impact)

Executive Summary
The School 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: John Russo, DDS, MHS, 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 District of Manatee County and John Russo, DDS, MHS, Inc. for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2023-2026 school years, (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated by: Dr. Paul Gansemer

Attachments:
MTC Affiliation Agreement John Russo DDS MHS

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with John Russo, DDS, MHS, Inc.

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and **John Russo, DDS, MHS, Inc.**, a Florida profit corporation, (Affiliate).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30, 2026. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2026.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

subcontractors.

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

IN **WITNESS WHEREOF, John Russo, DDS, MHS, Inc.** and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By: _____

Superintendent, School District of Manatee County

Date_____ By: _____

Chair, School Board of Manatee County

Date_____ By: _____

General Counsel

Date 12-11-22 By: _____

(Affiliate Authorized Signature)

Title: Dr. John Russo
Owner / Pres.

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County

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

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

SCHOOL BOARD
*Chad Choate III, CHAIR**
Cindy Spray, Vice Chair
Mary Foreman
Gina Messenger
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. John Russo, DDS, MHS, Inc.

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

Jennifer Gilray, Ed.D.
Assistant Director

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date: **08/17/2023**
Effective Date: **08/17/2023**	**A Claims-Made Professional Liability Policy**
First Named Insured: **John Russo DDS** **1704 Bay Rd.** **Sarasota, FL 34239**	**IMPORTANT NOTICE:** This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Insured: **John Russo DDS**	
Specialty: **DDS12 - Periodontics Conscious Sedation**	
Policy Number:	Policy Period:
0950689	**From: 07/06/2023 To: 07/06/2024**
Retroactive Date:	Departure Period:
07/06/1992	**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.

ACORD

AGENCY CUSTOMER ID: JOHNRUS-01 LDANS

UMBRELLA / EXCESS SECTION

DATE (MM/DD/YYYY) 08/24/2023

IMPORTANT - If CLAIMS MADE is checked in the POLICY INFORMATION section below, this is an application for a claims-made policy.

AGENCY	CARRIER	NAIC CODE
Atlas Insurance	R-T Specialty, LLC	N/A

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
	08/25/2023	John Russo DDS MHS, Inc.

POLICY INFORMATION

TRANSACTION TYPE								LIMIT OF LIABILITY	RETAINED LIMIT
	NEW		UMBRELLA	X	OCCURRENCE	RETROACTIVE DATE		$ 1,000,000 EA OCC	$
X	RENEWAL	X	EXCESS		CLAIMS MADE	PROPOSED	CURRENT	$ 1,000,000 Aggregate	
EXPIRING POL #:								$	FIRST DOLLAR DEFENSE (Y / N) N

EMPLOYEE BENEFITS LIABILITY

LIMIT OF INSURANCE (Ea Employee)	AGGREGATE LIMIT FOR EBL	RETAINED LIMIT FOR EBL	RETROACTIVE DATE FOR EBI
$	$	$	

NAME OF BENEFIT PROGRAM

PRIMARY LOCATION & SUBSIDIARIES (ACORD 125)

#	NAME AND LOCATION OF PRIMARY AND ALL SUBSIDIARY COMPANIES (Describe Operations)	ANNUAL PAYROLL	ANN GROSS SALES	FOREIGN GROSS SALES	# EI
1	NAME: John Russo DDS MHS Inc. LOCATION: 1704 Bay Rd Sarasota, FL 34239 DESCRIPTION: Dental Office				
	NAME: LOCATION: DESCRIPTION:				
	NAME: LOCATION: DESCRIPTION:				
	NAME: LOCATION: DESCRIPTION:				
	NAME: LOCATION: DESCRIPTION:				
	NAME: LOCATION: DESCRIPTION:				

UNDERLYING INSURANCE

LIST ALL LIABILITY / COMPENSATION POLICIES IN FORCE TO APPLY AS UNDERLYING INSURANCE

TYPE	CARRIER / POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS		ANNUAL RENEWAL PREMIUM	+ RAT MC
AUTOMOBILE LIABILITY	Cincinnati Indemnity Company ENP0642066	01/19/2023	01/19/2024	CSL EA ACC	$ 1,000,000	$	
				BI EA ACC	$	$	
				BI EA PER	$		
				PD EA ACC	$	$	
GENERAL LIABILITY POLICY TYPE [X] OCCUR [ ] CLAIMS MADE	Cincinnati ENP0642066	01/19/2023	01/19/2024	EACH OCCURRENCE	$ 1,000,000	PREM / OPS	
				GENERAL AGGR	$ 2,000,000	$	
				PROD & COMP OPS AGGREGATE	$ 2,000,000	PRODUCTS	
				PERSONAL & ADV INJURY	$ 1,000,000	$	
				DAMAGE TO RENTED PREMISES	$ 100,000	OTHER	
				MEDICAL EXPENSE	$ 5,000	$	
EMPLOYERS LIABILITY				EACH ACCIDENT	$		
				DISEASE EACH EMPLOYEE	$	$	
				DISEASE POLICY LIMIT	$		
UM-S	Cincinnati Indemnity Company ENP0642066	01/19/2023	01/19/2024	umbrella	$1,000,000.00	$	
						$	

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Department of State / Division of Corporations / Search Records / Search by Officer/Registered Agent Name /

Detail by Officer/Registered Agent Name

Florida Profit Corporation
JOHN RUSSO, D.D.S., M.H.S., INC.

Filing Information

Document Number	P95000094015
FEI/EIN Number	65-0633487
Date Filed	12/12/1995
State	FL
Status	ACTIVE

Principal Address

1704 BAY ROAD
SARASOTA, FL 34239

Changed: 01/12/2001

Mailing Address

1704 BAY ROAD
SARASOTA, FL 34239

Changed: 01/12/2001

Registered Agent Name & Address

RUSSO, JOHN
1704 BAY ROAD
SARASOTA, FL 34239

Address Changed: 01/12/2001

Officer/Director Detail

Name & Address

Title DR

RUSSO, JOHN
1704 BAY ROAD
SARASOTA, FL 34239

Annual Reports

Report Year	Filed Date
2021	02/01/2021
2022	02/01/2022
2023	01/24/2023

Document Images

01/24/2023 -- ANNUAL REPORT	View image in PDF format
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02/01/2021 -- ANNUAL REPORT	View image in PDF format
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02/27/1996 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM NO. 10.8

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval of the New Agreement Between the School District of Manatee County and Mann Orthodontics, PA, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years (No Financial Impact)

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Mann Orthodontics

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

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

Recommendation
The Superintendent recommends approval of the new agreement between the School District of Manatee County and Mann Orthodontics, PA, for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2023-2026 school years (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated by: Dr. Paul Gansemer

Attachments:
MTC Affiliation Agreement Mann Orthodontics PA

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Mann Orthodontics, PA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30, 2026. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2026.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

subcontractors.

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

IN **WITNESS WHEREOF, Mann Orthodontics, PA.** and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 12/13/23

By: Dan Mann

(Affiliate Authorized Signature)

Title: Manager

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County

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

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

SCHOOL BOARD
*Chad Choate III, CHAIR**
Cindy Spray, Vice Chair
Mary Foreman
Gina Messenger
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Mann Orthodontics

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

Jennifer Gilray, Ed.D.
Assistant Director

AMERICAN ASSOCIATION OF ORTHODONTISTS INSURANCE COMPANY

(A Risk Retention Group)
300 W. Clarendon Ave., Suite 240, Phoenix, AZ 85015
ORTHODONTIST PROFESSIONAL LIABILITY DECLARATIONS

PRODUCER
Pearl Insurance Group, LLC
1200 E. Glen Avenue
Peoria Heights, IL 61616-5348

POLICY NUMBER: PLC16FL125861-08

NAMED INSURED(S), ADDITIONAL INSURED(S) AND MAILING ADDRESS

individual **named insured**:
Dr. Nicholas M. Mann
5103 North Armenia Avenue
Tampa, FL. 33603

Retro date: 06/07/2016

professional corporation named insured(s):
Mann Orthodontics, PA

06/07/2016

POLICY PERIOD: 06/07/2023 TO 06/07/2024
At 12:01 a.m. standard time at the mailing address shown above for the individual **named insured**.
THIS IS A CLAIMS MADE POLICY. Except as otherwise provided herein, this policy covers only claims first made against an insured during the policy period. Please read carefully.

LIMITS OF LIABILITY:

individual **named insured** (Coverage A):
each **orthodontic incident** limit: $1,000,000/**aggregate** limit: $3,000,000

professional corporation named insured(s) (Coverage B):
each **orthodontic incident** limit: $1,000,000/**aggregate** limit: $3,000,000
__ If checked, **professional corporation named insured** Coverage B limits are in addition to and not a part of individual **named insured** Coverage A limits. If not checked, **professional corporation named insured** (Coverage B) limits are shared with the individual **named insured** (Coverage A) limits.

additional insured(s) limits are shared with Coverage A limits
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGES AS STATED IN THIS POLICY.

BASE PREMIUM: individual **named insured** (Coverage A) - $1,957.00

professional corporation named insured (Coverage B) – 10% for limits in addition to Coverage A limits, 5% if shared with Coverage A limits - $98.00

additional insured coverage – 10% for each Additional Insured named under the policy- $0.00
Increased Limits- $0.00

Dividend Credit- ($-428.00)

TOTAL PREMIUM- $1,627.00
PATIENT COMPENSATION FUND SURCHARGE (LA. Only)- $0.00
PATIENT COMPENSATION FUND SURCHARGE (IN. Only)- $0.00
CAPITAL CONTRIBUTION- $0.00
TOTAL DUE- $1,627.00

FORMS AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT TIME OF ISSUE:
AAOIC-PLCM(01/23)

SIGNED
__05/08/2023___

BY:_____
T. R. Pracht, D.O.S., M.S.
Chairman, Board of Directors & CEO

THESE DECLARATIONS TOGETHER WITH THE COVERAGE FORM(S), AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.
This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for your risk retention group.



Detail by Entity Name

Florida Profit Corporation
MANN ORTHODONTICS, P.A.

Filing Information

Document Number	P16000037882
FEI/EIN Number	APPLIED FOR
Date Filed	04/27/2016
State	FL
Status	ACTIVE

Principal Address

5103 N Armenia Avenue
Tampa, FL 33603

Changed: 03/01/2017

Mailing Address

5103 N Armenia Avenue
Tampa, FL 33603

Changed: 03/01/2017

Registered Agent Name & Address

Yonge, L. Tyler
6987 East Fowler Avenue
Tampa, FL 33617

Name Changed: 03/01/2017

Address Changed: 03/01/2017

Officer/Director Detail

Name & Address

Title President, Secretary, Treasurer, Director

MANN, NICHOLAS M
5103 N Armenia Avenue
Tampa, FL 33603

Annual Reports

Report Year	Filed Date
2021	04/09/2021
2022	03/11/2022
2023	03/21/2023

Document Images

03/21/2023 -- ANNUAL REPORT	View image in PDF format
03/11/2022 -- ANNUAL REPORT	View image in PDF format
04/09/2021 -- ANNUAL REPORT	View image in PDF format
04/20/2020 -- ANNUAL REPORT	View image in PDF format
04/01/2019 -- ANNUAL REPORT	View image in PDF format
04/03/2018 -- ANNUAL REPORT	View image in PDF format
03/01/2017 -- ANNUAL REPORT	View image in PDF format
04/27/2016 -- Domestic Profit	View image in PDF format

AGENDA ITEM NO. 10.9

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval of the New Agreement Between the School District of Manatee County and Morrish Stewart Orthodontics for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years (No Financial Impact)

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Morrish Stewart Orthodontics

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

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

Recommendation
The Superintendent recommends approval of the new agreement between the School District of Manatee County and Morrish Stewart Orthodontics for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2023-2026 School Years (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated by: Dr. Paul Gansemer

Attachments:
MTC Affiliation Agreement Morrish Stewart Orthodontics

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Morrish Stewart Orthodontics

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and **Morrish Stewart Orthodontics**, a Florida profit corporation, (Affiliate).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30, 2026. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2026.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

subcontractors.

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

IN **WITNESS WHEREOF, Morrish Stewart Orthodontics** and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 12/11/23

By: _____

(Affiliate Authorized Signature)

Title: DOCTOR

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

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

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

SCHOOL BOARD
*Chad Choate III, CHAIR**
Cindy Spray, Vice Chair
Mary Foreman
Gina Messenger
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Morrish Stewart Orthodontics

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

Jennifer Gilray, Ed.D.
Assistant Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2023

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 Guided Insurance Solutions 4904 Eisenhower Blvd. Suite 350 Tampa FL 33634	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 855-447-2873 **FAX (A/C, No):** 813-434-2015 **E-MAIL ADDRESS:** certificates@guidedsolutions.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Bankers Insurance Company / 33162
INSURED MORRI-4 James A Morrish Jr DDS PA Daniel A Stewart DMD 708 43rd St West Bradenton FL 34209	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1041686963 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		09 0004984409 6 13	10/14/2023	10/14/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ $ 5,000 $ 2,000,000 $ 4,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			09 0004984409 6 13	10/14/2023	10/14/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ 2,000,000 $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Location: 5803 Braden Run, Bldg. B, Bradenton, FL 34202

CMA II Realty, LLC & American Property Group of Sarasota, Inc. & Landlord's agents, members, officers, and employees are included as Additional Insured with respect to General Liability if required by written contract and subject to terms, conditions and exclusions of the policy.

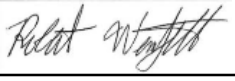
CERTIFICATE HOLDER

CMA II Realty, LLC
c/o American Property Group of Sarasota, Inc
7750 Tamiami Trail
Sarasota FL 34231

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation
STEWART FAMILY ORTHODONTICS, PA

Filing Information

Document Number	P94000002919
FEI/EIN Number	65-0467817
Date Filed	01/05/1994
State	FL
Status	ACTIVE
Last Event	AMENDMENT AND NAME CHANGE
Event Date Filed	04/18/2022
Event Effective Date	NONE

Principal Address

708 43RD STREET WEST
BRADENTON, FL 34209

Changed: 02/14/1995

Mailing Address

708 43RD STREET WEST
BRADENTON, FL 34209

Changed: 02/14/1995

Registered Agent Name & Address

Stewart, Daniel
708 43RD STREET WEST
BRADENTON, FL 34209

Name Changed: 02/10/2022

Address Changed: 02/14/1995

Officer/Director Detail

Name & Address

Title PRESIDENT

STEWART, DANIEL A
708 43RD STREET
BRADENTON, FL 34209

Title T

STEWART, JOLENE
708 43RD STREET
BRADENTON, FL 34209

Annual Reports

Report Year	Filed Date
2021	01/31/2021
2022	02/10/2022
2023	01/19/2023

Document Images

01/19/2023 -- ANNUAL REPORT	View image in PDF format
04/18/2022 -- Amendment and Name Change	View image in PDF format
02/10/2022 -- ANNUAL REPORT	View image in PDF format
01/31/2021 -- ANNUAL REPORT	View image in PDF format
01/22/2020 -- ANNUAL REPORT	View image in PDF format
06/19/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
01/17/2017 -- ANNUAL REPORT	View image in PDF format
03/13/2016 -- ANNUAL REPORT	View image in PDF format
01/15/2015 -- ANNUAL REPORT	View image in PDF format
02/10/2014 -- ANNUAL REPORT	View image in PDF format
01/27/2013 -- ANNUAL REPORT	View image in PDF format
02/12/2012 -- ANNUAL REPORT	View image in PDF format
03/29/2011 -- ANNUAL REPORT	View image in PDF format
03/17/2010 -- ANNUAL REPORT	View image in PDF format
04/16/2009 -- ANNUAL REPORT	View image in PDF format
02/04/2008 -- ANNUAL REPORT	View image in PDF format
04/25/2007 -- ANNUAL REPORT	View image in PDF format
04/10/2006 -- ANNUAL REPORT	View image in PDF format
07/12/2005 -- ANNUAL REPORT	View image in PDF format
02/23/2004 -- ANNUAL REPORT	View image in PDF format
08/18/2003 -- ANNUAL REPORT	View image in PDF format
01/30/2002 -- ANNUAL REPORT	View image in PDF format
01/29/2001 -- ANNUAL REPORT	View image in PDF format
01/31/2000 -- ANNUAL REPORT	View image in PDF format
03/03/1999 -- ANNUAL REPORT	View image in PDF format
02/11/1998 -- ANNUAL REPORT	View image in PDF format
02/06/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format

02/14/1995 -- ANNUAL REPORT View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM NO. 10.10

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval of the New Agreement Between the School Board of Manatee County and Hedges Prescription Shop of Sarasota, Inc. for Clinical Experience for Manatee Technical College (MTC) Pharmacy Technician 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 Pharmacy Technician: Hedges Prescription Shop of Sarasota, Inc. - Chris Mottram, Owner

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 Hedges Prescription Shop of Sarasota, Inc. for clinical experience for Manatee Technical College (MTC) Pharmacy Technician students for the 2023-2026 school years (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
MTC New Affiliation Agreement Hedges Prescription Shop, Board Date 011624

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Hedges Prescription Shop of Sarasota, Inc.

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Hedges Prescription Shop of Sarasota, Inc., a Florida for profit corporation, (Affiliate).

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

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

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

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

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

applicable laws and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

years commencing on the date of execution by all parties and terminating on June 30, 2026. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2026.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

other ordinances in the performance of this Agreement.

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

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

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

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

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

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

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

IN **WITNESS WHEREOF,** Hedges Prescription Shop of Sarasota, Inc. and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 11/20/2023

By: _____

(Affiliate Authorized Signature)

Title: Pharmacy Owner

HEDGES HEALTHMART PHARMACY
24 Lime Avenue
Sarasota FL 34237
(941) 366-2424

HEDGES HEALTHMART PHARMACY
24 Lime Avenue
Sarasota FL 34237
(941) 366-2424

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County

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

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

SCHOOL BOARD
*Chad Choate III, CHAIR**
Cindy Spray, Vice Chair
Mary Foreman
Gina Messenger
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

CUSTOMER NUMBER: 0100023325

DATE (MM/DD/YYYY) 12/22/2022

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

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

PRODUCER	CONTACT NAME:	
PHARMACISTS MUTUAL INSURANCE COMPANY 808 HIGHWAY 18 W PO BOX 370 ALGONA IA 50511-0370	PHONE (A/C, No. Ext): 800-247-5930	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: PHARMACISTS MUTUAL INSURANCE COMPANY	13714
INSURED HEDGES PRESCRIPTION SHOP OF SARASOTA INC 24 N LIME AVE SARASOTA FL 34237-6120	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	N	N	BOP 0164307 04	02/25/2023	02/25/2024	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			Includes- Pharmacy Professional Liab Hired Auto Liability Non-Owned Auto Liability			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER						WATER LEGAL LIABILITY	$ 50,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTIONS OF OPERATIONS below						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)

See Remarks for Additional Named Insureds

Loc. 001 HEDGES HEALTHMART PHARMACY
Bldg. 001 24 N LIME AVE
SARASOTA, FL 34237-6120

CERTIFICATE HOLDER

NPEAST DMEPOS
NOVITAS SOLUTIONS
2020 TECHNOLOGY PKWY
MECHANICSBURG PA 17050-9411

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

GAIL T. WOLFE, CISR, API

CT 00002 00005

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CUSTOMER NUMBER: 0100023325
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		HEDGES PRESCRIPTION SHOP OF SARASOTA INC 24 N LIME AVE SARASOTA FL 34237-6120
POLICY NUMBER BOP 0164307 04		
CARRIER PHARMACISTS MUTUAL INSURANCE COMPANY	NAIC CODE 13714	EFFECTIVE DATE: 02/25/23

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: EVIDENCE OF COMMERCIAL LIABILITY INSURANCE

ADDITIONAL NAMED INSURED:

24 NORTH LIME LLC

ACORD 101 (2008/01)
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DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation
HEDGES PRESCRIPTION SHOP OF SARASOTA, INC.

Filing Information

Document Number	P07000004548
FEI/EIN Number	20-8297114
Date Filed	01/10/2007
State	FL
Status	ACTIVE

Principal Address

24 N LIME AVE
SARASOTA, FL 34237

Mailing Address

24 N LIME AVE
SARASOTA, FL 34237

Registered Agent Name & Address

MOTTRAM, CHRIS COWNER
24 N LIME AVE
SARASOTA, FL 34237

Name Changed: 04/12/2009

Officer/Director Detail

Name & Address

Title MR

MOTTRAM, CHRIS COWNER
24 N LIME AVE
SARASOTA, FL 34237

Annual Reports

Report Year	Filed Date
2021	03/12/2021
2022	02/15/2022
2023	04/24/2023

Document Images

04/24/2023 -- ANNUAL REPORT	View image in PDF format
02/15/2022 -- ANNUAL REPORT	View image in PDF format
03/12/2021 -- ANNUAL REPORT	View image in PDF format
01/20/2020 -- ANNUAL REPORT	View image in PDF format
04/11/2019 -- ANNUAL REPORT	View image in PDF format
03/29/2018 -- ANNUAL REPORT	View image in PDF format
02/10/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- ANNUAL REPORT	View image in PDF format
01/21/2015 -- ANNUAL REPORT	View image in PDF format
04/23/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
04/12/2012 -- ANNUAL REPORT	View image in PDF format
03/16/2011 -- ANNUAL REPORT	View image in PDF format
04/08/2010 -- ANNUAL REPORT	View image in PDF format
04/12/2009 -- ANNUAL REPORT	View image in PDF format
04/04/2008 -- ANNUAL REPORT	View image in PDF format
01/10/2007 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Pharmacy Technician

1. Hedges Prescription Shop of Sarasota, Inc.

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

Jennifer Gilray, Ed.D.
Assistant Director

AGENDA ITEM NO. 10.11

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval of Local Articulation Agreement between State College of Florida, School District of Manatee County and Sarasota County Schools for the 2023-2025 School Years (No Financial Impact)

Executive Summary
To provide a seamless transition between secondary and postsecondary institutions in Manatee and Sarasota counties, State College of Florida, the School District of Manatee County and Sarasota County Schools agree to provide, at no cost to eligible students, college credit for the Associate in Science (AS) Degree/Certificate programs listed in this articulation agreement.

Articulated credit for career & technical high school course work saves students time and money for many for credit courses at State College of Florida. This agreement has been in effect for over 22 years and is updated to reflect changes in programs and credits every two years.

A copy of the agreement is attached for review.

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

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

Recommendation
The Superintendent recommends approval of Local Articulation Agreement between State College of Florida, School District of Manatee County and Sarasota County Schools for the 2023-2025 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:
Final SCF Articulation 2023-25

LOCAL ARTICULATION AGREEMENT 2024-2026
(Manatee and Sarasota County Schools with State College of Florida, Manatee-Sarasota)

In the spirit of partnership, collaboration and communication, the State College of Florida, Manatee-Sarasota (SCF), the School District of Manatee County and the Sarasota School District agree to provide, at no cost to eligible students, college credit for the Associate in Science (AS) Degree/Certificate programs listed in the charts beginning on page three of this document.

CONDITIONS OF AGREEMENT:

1. Student must enroll and be admitted to State College of Florida, Manatee-Sarasota (SCF) in the Program of Study leading to the Associate in Science (AS) degree or certificate program as indicated in this agreement within two (2) calendar years from either graduation from high school **OR** completion of the postsecondary adult vocational program.

2. To apply for SCF credit under this Agreement, the student must meet the eligibility requirement iterated above and have official transcripts sent to SCF showing work previously completed at Manatee or Sarasota County Schools.

3. Course curriculum frameworks showing student performance outcomes and standards will be available in the Career Pathways offices at SCF, and/or Manatee/Sarasota County Schools.

4. The student must complete an Articulated Credit form and submit it with their high school transcript and CTE certificate(s) of completion to the Office of the Registrar.

5. The articulated credit will be placed on the student's SCF transcript upon completion of the conditions listed in items 1, 2 and 4.

6. **Statewide articulation agreements can be found and viewed at**:
   http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/

REVIEW PROCESS:

This articulation agreement will be reviewed every two years unless superseded by a statewide articulation agreement. If curricular **OR** programmatic modifications are made, **OR** new programs/or academies are added, then the articulation agreement is to be updated annually. Once initially established and appropriate approvals are secured, the articulation agreement shall remain in effect until revised **OR** revoked. Sixty (60) days written notice must be given by a party to revoke an articulation agreement, provided, however, in the event of any revocation, currently enrolled students shall be allowed to complete the applicable degree program.

State College of Florida CTE Website:
www.scf.edu/CTE
Manatee County Schools Website:
www.manateeschools.net
Sarasota County Schools CTE Website:
www.sarasotacountyschools.net

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CLUSTER: ARTS, AV TECHNOLOGY & COMMUNICATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
N/A	**Digital Video Technology K100400**	**OCP**	**AS Filmmaking (2031)**	
	Digital Videography	A		
	Digital Audio & Video Technician	B	RTV 1510 Basic Television Production - 3 credit hours	
	Digital Video Direction & Productions	C	RTV1530 Electronic Field Production - 3 credit hours	Electronic Reel Portfolio & 1-page essay on student's academic and professional goals
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: ARTS, AV TECHNOLOGY & COMMUNICATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Digital Design 8209600	**Digital Design B070600 (1200)**	**OCP**	**AS Graphic Design Technology (2033) Graphic Design Support Certificate (3021)**	
Digital Information Technology 8207300 **OR** Emerging Technology in Business 8207010	BTE Core OTA0040	A		
Digital Design 1 8209510	Production Assistant GRA0024	B	GRA 1100C Introduction to Computer Graphics - 3 credit hours	Portfolio evaluation **OR** Proctored GRA1100C (Intro to Computer Graphics) Department Exam/Practicum
Digital Design 2 8209520 **AND** Digital Design 3 8209530	Digital Assistant Designer GRA0025	C	GRA 2190C Graphic Design Basics - 3 credit hours	Portfolio evaluation
Digital Design 4 8209540	Graphic Designer GRA0026	D	GRA 2150C Photoshop - 3 credit hours	Portfolio Evaluation **AND** Adobe Certified Associate - Photoshop **OR** Proctored GRA2150C Photoshop department exam/practicum
	Media Designer GRA0027	E	GRA 2122C Desktop Publishing - 3 credit hours	Adobe Certified Associate - InDesign **AND** Portfolio Review
Business Cooperative Education OJT 8200410 **OR** AHCD OJT 8200430 **OR** Cooperative Diversified Education OJT 8300420 **OR** Career and Technical Education Internship 8300430			GRA 2949 Graphic Design Internship - 3 credit hours	Portfolio Review 150 hours with documentation
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: ARTS, AV TECHNOLOGY & COMMUNICATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Commercial Art Technology 8718000		**OCP**	**Graphic Design Support Certificate (3021)** **AS Graphic Design Technology (2033)**	
Commercial Art Technology 1 8718010				
Commercial Art Technology 2 8718020 **AND** Commercial Art Technology 3 8718030			GRA 1100C Introduction to Computer Graphics - 3 credit hours	Portfolio evaluation **OR** Proctored GRA1100C (Intro to Computer Graphics) Department Exam/Practicum
Commercial Art Technology 4 8718040			GRA 2190C Graphic Design Basics - 3 credit hours	Portfolio evaluation **OR** Proctored Department Exam/Practicum
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: ARTS, AV TECHNOLOGY & COMMUNICATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Digital Media/Multimedia Design 8201600		**OCP**	**Graphic Design Support Certificate (3021)** **AS Graphic Design Technology (2033)**	
Digital Media/Multimedia Design 1 8201210 **AND** Digital Media/Multimedia Design 2 8201220			GRA 1100C Introduction to Computer Graphics - 3 credit hours **AND** GRA 2190C Graphic Design Basics - 3 credit hours	Portfolio evaluation **OR** Proctored Department Exam/Practicum for each SCF course
Digital Media/Multimedia Web Production 8201610			GRA 2142C Web Design 1 - 3 credit hours	Portfolio evaluation **OR** Proctored Department Exam/Practicum
Digital Media/Multimedia Motion Graphics Production 8201620			GRA 2160C Web Basic Animation – 3 credit hours	Portfolio evaluation **OR** Proctored Department Exam/Practicum
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: BUSINESS MANAGEMENT & ADMINISTRATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Accounting Applications 8302100	**Accounting Operations B070110**	**OCP**	**AS Accounting Technology (2005)** **Accounting Applications Certificate (3001)**	
Digital Information Technology 8207300 **OR** Emerging Technology in Business 8207010	Information Technology Assistant OTAH0040	A	CGS 1000 Computer Information Systems - 3 credit hours CGS 1570 Integrated Business Applications - 3 credit hours	Microsoft Office Associate **OR** Testout Office Pro Microsoft Office Expert **OR** Testout Pro Certified
Accounting Applications 1 & 2 8203310 & 8203320	Accounting Clerk ACO0040	B	APA 1111 Intro to Acct - 3 credit hours	
	Accounting Associate ACO0041	C	APA 2141 Computers for Accounting Applications - 3 credit hours	QuickBooks Certified User (2015 or higher)
	Accounting Assistant ACO0042	D	FIN 2100 Personal Finance - 3 credit hours BUL 2131 Legal Environments of Business - 3 credit hours ACG 2949 Internship in Business - 1-3 credit hours 50 hrs = 1 credit hours 100 hrs = 2 credit hours 150 hrs = 3 credit hours	Employer evaluation of intern's performance (SCF Assessment Instrument)
Business Cooperative Education OJT 8200410 **OR** AHCD OJT 8200430 **OR** Cooperative Diversified Education OJT 8300420 **OR** Career and Technical Education Internship 8300430			ACG 2949 Internship in Business - 1-3 credit hours 50 hrs = 1 credit hours 100 hrs = 2 credit hours 150 hrs = 3 credit hours	Employer evaluation of intern's performance (SCF Assessment Instrument)
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: BUSINESS MANAGEMENT & ADMINISTRATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
International Business 8216100		**OCP**	**AS Business Administration, Management (2006), Business Specialist Certificate (3037)**	
Digital Information Technology 8207300/ or Emerging Technology in Business 8207010			CGS 1000 Computer Information Systems - 3 credit hours **OR** CGS 1570 Integrated Business Applications - 3 credit hours	Microsoft Office Associate **OR** Testout Office Pro Microsoft Office Expert **OR** Testout Pro Certified
Accounting Applications 1 8203310			APA 2141 Computers for Accounting Applications - 3 credit hours	QuickBooks Certified User (2015 or higher)
International Business Systems 8216110 International Finance & Law 8216120				
Business Cooperative Education OJT 8200410 **OR** AHCD OJT 8200430 **OR** Cooperative Diversified Education OJT 8300420 **OR** Career and Technical Education Internship 8300430			GEB 2949 Internship in Business - 1-3 credit hours 50 hrs = 1 credit hours 100 hrs = 2 credit hours 150 hrs = 3 credit hours	Employer evaluation of intern's performance (SCF Assessment Instrument)
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: BUSINESS MANAGEMENT & ADMINISTRATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Marketing, Management and Entrepreneurial Principles 9200500	**Marketing, MGMT & Entrep. Principles M200500 (600 clock hours)**	**OCP**	**AS Business Administration, Marketing 2007 Marketing Certificate 3011**	
Marketing Essentials 8827110 **AND** Marketing Applications 8827120	Salesperson, Retail MKA0342	A	MKA 2021 Personal Selling - 3 credit hours MKA 2511 Principles of Advertising - 3 credit hours	
Marketing Management 8827130	Marketing Managers MKA0010	B	GEB 1011 Introduction to Business - 3 credits	
Business Ownership 8812000	Entrepreneur (General Manager) MKA0091	C	MAN 2021 Principles of Management and Organization - 3 credit hours	
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: BUSINESS MANAGEMENT & ADMINISTRATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Entrepreneurship 8812100	**Marketing, Management and Entrepreneurial Principles M200500**	**OCP**	**AS Entrepreneurship 2043 Entrepreneurship Certificate 3023**	
	Salesperson, Retail MKA0432	A		
Business Ownership 8812000	Marketing Mangers MKA0010	B	GEB 1011 Introduction to Business - 3 credits	
Business Management and Law 8812120	Entrepreneur, General Manager MKA0091	C	MAN 2021 Principles of Management and Organizations - 3 credits	
Business Cooperative Education OJT 8200410 **OR** AHCD OJT 8200430 **OR** Cooperative Diversified Education OJT 8300420 **OR** Career and Technical Education Internship 8300430			ENT 2000 Intro to Entrepreneurship - 3 credits	Employer evaluation of intern's performance (SCF Assessment Instrument)
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: BUSINESS MANAGEMENT & ADMINISTRATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Entrepreneurship 8812100	**Marketing, Management and Entrepreneurial Principles M200500**	**OCP**	**AS Hospitality and Tourism 2051**	
	Salesperson, Retail MKA0432	A		
Business Ownership 8812000	Marketing Mangers MKA0010	B	GEB 1011 Introduction to Business - 3 credits	
Business Management and Law 8812120	Entrepreneur, General Manager MKA0091	C	MAN 2021 Principles of Management and Organizations - 3 credits	
Business Cooperative Education OJT 8200410 OR AHCD OJT 8200430 OR Cooperative Diversified Education OJT 8300420 OR Career and Technical Education Internship 8300430 **OR** Directed Study			SLS 2949 Internship in Business - 1-3 credit hours 50 hrs = 1 credit hours 100 hrs = 2 credit hours 150 hrs = 3 credit hours	Employer evaluation of intern's performance (SCF Assessment Instrument)
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: BUSINESS MANAGEMENT & ADMINISTRATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
	Business Management and Analysis B060200	**OCP**	**AS Business Administration, Management 2006; Business Specialist Certificate 3037**	
	Information Technology Assistant OTAH0040	A	CGS 1000 (Computer Information Systems) Computer Information Systems - 3 credit hours CGS 1570 Integrated Business Applications - 3 credit hours	Microsoft Office Associate **OR** Testout Office Pro Microsoft Office Expert **OR** Testout Pro Certified
	Supervisor/Manager Trainee MNA0080	B	GEB 1011 Introduction to Business - 3 credits MNA 1345 Management & Supervision - 3 credit hours APA 1111 Introduction to Accounting - 3 credit hours	
	Supervisor MNA0082	C	MAN 2021 Principles of Management and Organization - 3 credit hours MAN 2300 Management and Personnel - 3 credit hours BUL 2131Legal Environment of Business - 3 credit hours	
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: LAW, PUBLIC SAFETY, CORRECTIONS & SECURITY				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Legal Administrative Specialist 8212000	**Legal Administrative Specialist B072000**	**OCP**	**AS Paralegal/Legal Assisting 2018**	
Digital Information Technology 8207300/ or Emerging Technology in Business 8207010	Information Technology Assistant OTA0040	A	CGS 1000 Computer Information Systems-3 credit hours	Microsoft Office Associate **OR** Testout Office Pro
Administrative Office Technology 1 8212110 Business Software Applications 1 8212120	Front Desk Specialist OTA0041	B	CGS 1570 Integrated Business Software-3 credit hours	Microsoft Office Expert **OR** Testout Pro Certified
Legal Aspects of Business 8215130	Administrative Support OTA0042	C	PLA 2763 Law Office Management-3 credit hours	Complete OCP C
Legal Office Technology 1 8212230 Legal Office Technology 2 8212240 Legal Office Technology 3 8212250	Legal Administrative Specialist OTA0050	D	PLA 2732 Law Office Computer Applications-3 credit hours PLA 1003 Intro to Legal System-3 credit hours Gen2210 Bus. Pres. & Communications-3 credit hours	National Society for Legal Technology (NSLT) Certification Complete OCP D
Business Cooperative Education OJT 8200410 **OR** AHCD OJT 8200430 **OR** Cooperative Diversified Education OJT 8300420 **OR** Career and Technical Education Internship 8300430	Business Cooperative Education OJT		PLA 2949 Internship in Paralegal/Legal Assisting (elective)-3 credit hours	Complete 150 hours BCE Plan
Business Education Directed Study 8200100	Business Education Directed Study		PLA 1949 Career Decision Work Experience in Legal Assisting-1-3 credit hours	Employer evaluation of intern's performance (SCF Assessment Instrument)
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: LAW, PUBLIC SAFETY, CORRECTIONS & SECURITY				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
N/A	**Fire Fighter P430211**	**OCP**	**AS Fire Science Technology 2016**	
	Fire Fighter I FFP0030	A	FFP 1740 (BFST1740, ATPC1740) Fire Service Course Delivery - 3 credit hours FFP 1810 (BFST1810, and ATPC1810) Firefighting Tactics and Strategy I - 3 credit hours FFP 2120 (BFST2120 and ATCP2120) Building Construction for the Fire Service - 3 credit hours FFP 2720 (BFST2720 and ATPC2720) Company Officer - 3 credit hours	SCF will articulate/accept 24 credit hours of the 30 listed if they were taken and passed within the life of this agreement
	Fire Fighter II FFP0031	B	FFP 1505 (BFST1505 and ATPC1505) Fire Prevention Practices - 3 credit hours FFP 1540 (BFST1540 and ATPC1540) Private Fire Protection Systems I - 3 credit hours FFP 2741 (BFST2741 and ATCP2741) Fire Service Course Design - 3 Credit hours FFP 2510 (BFST1521 and ATCP1510) Fire Codes and Standards - 3 credit hours FFP 2521 (BFST2521 and ATPC2521) Construction Documents and Plans Review - 3 credit hours FFP 2541 (BFST2541 and ATPC2541) Private Fire Protection Systems II - 3 credit hours	
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Biomedical Sciences 8708100		**N/A**	**AS Biotechnology 2042**	**Assessments**
Principles of Biomedical Sciences 8708110				
Human Body Systems 8708120			BSC 1020 Human Body - 3 credit hours	
Medical Interventions 8708130			BSC 2420C Introduction to Biotechnology Methods - 4 credit hours	Biotechnology Assistant/skills evaluation by SCF Assessment Instrument TBD by Program Manager **OR** Biotechnician Assistant CERHB001
Biomedical Innovations 8708140				
Health Science Education Cooperative OJT 8400410 OR Health Science Education Directed Study 8400100				
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
NA	**Electrician I460314**	**OCP**	**Engineering Technology Support Specialist Certificate 3016**	**Assessments**
	Electrical Helper BCV0603	A	ETI 1701 Industrial Safety - 3 credit hours	OSHA 10 Certification NCCER - Core
	Residential Electrician BCV0640	B		
	Commercial Electrician BCV0652	C	EET 1084 Introduction to Electronics - 3 credit hours	NCCER Electrical Levels 1-4
	Industrial Electrician BCV0667	D		
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Electronics Technology 8600900	**Electronic Technology I150303**	**OCP**	**Electronics Certificate 3018**	**Assessments**
Electronics Technology 1 8600910	Electronics Assembler EEV0010	A		
Electronics Technology 2 8600920	Electronics Tester EEV0100	B		
Electronics Technology 3 8600930	Electronics Equipment Repairer EEV0500	C	EET 1084C Introduction to Electronics - 3 credit hours	
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Electronics Technology 8600900	**N/A**	**N/A**	**AS Engineering Technology 2040**	**Assessments**
Electronics Technology 1 8600910			CGS 1000 Computer Information Systems - 3 credit hours	
Electronics Technology 2 8600920				
Electronics Technology 3 8600930			BCN 1251C Construction Drafting **OR** EGN 1111C Engineering Drawing **OR** ETD 1320C Intro to CAD **OR** ETD 1390C Autodesk Revit **OR** ETD 2364C SolidWorks (up to 11 credit hours)	
Advanced Applications in Technology 8601900				
Cooperative Diversified Education OJT 8300420 **OR** Career and Technical Education Internship 8300430 **OR** Work Based Experience 8601800			ETM 1010C Mechanical Measurements & Instrumentation - 3 credit hours	
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Applied Engineering Technology 8401100	**N/A**	**N/A**	**AS Engineering Technology Engineering Technology Support Specialist Certificate**	**Assessments**
Applied Engineering Technology 1 8401110			ETI 1701 Industrial Safety - 3 credit hours	OSHA 10 Certification **OR** MSSC Safety **OR** RECFN001 Pre-Engineering
Applied Engineering Technology 2 8401120			ETD 1320C Introduction to AutoCAD - 3 credit hours **OR** EGN- 1111C Engineering Drawing - 3 credit hours	MSSC Quality Practices & Measurement **OR** Autodesk Certified User (AutoCAD) **OR** SolidWorks CSWA **OR** RECFN002 Robotics **OR** Fusion 360 (AutoDesk)
Applied Engineering Technology 3 8401130			ETM 1010C Mechanical Measurement & Instrumentation - 3 credit hours **OR** ETI 1110 Quality Assurance - 3 credit hours **OR** EET 1084 Introduction to Electronics - 3 credit hours **OR** ETI 1420C Manufacturing & Materials Processes - 3 credit hours **OR** ETD 2364C Introduction to SolidWorks - 3 credit hours	MSSC Manufacturing Processes & Production **OR** MSSC Maintenance Awareness **OR** AutoCAD User **OR** AutoDesk Inventor **OR** AutoDesk Fusion **OR** AutoDesk Revit **OR** MasterCAM **OR**
Advanced Applications in Technology 8601900			ETD 2368C Advanced SolidWorks - 3 credit hours	
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Engineering Pathways 9400300	**N/A**	**N/A**	**AS Engineering Technology Engineering Technology Support Specialist Certificate**	**Assessments**
Introduction to Engineering Design 8600550			ETI 1701 Industrial Safety - 3 credit hours	OSHA 10 Certification **OR** MSSC Safety **OR** RECFN001 Pre-Engineering
Computer Integrated Manufacturing 8600560 **OR** Civil Engineering & Architecture **OR** Aerospace Technology 8600620 **OR** Biotechnical Engineering 8600630			ETD 1320C Introduction to AutoCAD - 3 credit hours **OR** EGN 1111C Engineering Drawing - 3 credit hours	MSSC Manufacturing Processes & Production **OR** Autodesk Certified User (AutoCAD) **OR** SolidWorks CSWA **OR** RECFN002 Robotics **OR** Fusion 360 (AutoDesk) **OR** Inventor (AutoDesk)
Principles of Engineering 8600520			ETM 1010C Mechanical Measurement & Instrumentation - 3 credit hours **OR** ETI 1110 Quality Assurance - 3 credit hours **OR** EET 1084 Introduction to Electronics - 3 credit hours **OR** ETI 1420C Manufacturing & Materials Processes - 3 credit hours **OR** ETD 2364C Introduction to SolidWorks - 3 credit hours	MSSC Quality Practices & Measurement **OR** MSSC Maintenance Awareness **OR** AutoDesk Revit **OR** MasterCAM **OR**
Engineering Design & Development 8600650				
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Applied Robotics 9410100	**N/A**	**N/A**	**AS Engineering Technology 2040; Engineering Technology Support Specialist Certificate 3016**	**Assessments**
Foundations of Robotics 9410110			ETI 1701 Industrial Safety - 3 credit hours	OSHA 10 Certification **OR** MSSC Safety **OR** RECFN001 Pre-Engineering
Robotic Design Essentials 9410120 **AND** Robotic Systems 9410130			ETD 1320C Introduction to AutoCAD - 3 credit hours	Autodesk Certified User (AutoCAD) **OR** SolidWorks CSWA **OR** RECFN002 Robotics **OR** Fusion 360 (AutoDesk) **OR** Inventor (AutoDesk)
Robotic Application Capstone 9410140 **OR** Advanced Technical Applications			ETD 2364C Introduction to SolidWorks - 3 credit hours **OR** ETD 2368C Advanced SolidWorks - 3 credit hours	CSWA SolidWorks **AND** Portfolio
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: ARCHITECTURE & CONSTRUCTION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Building Trades & Construction Design Technology 8722000	**Building Trades & Construction Design Technology C100100**	**OCP**	**AS Construction Management Technology 2039**	**Assessments**
Building Trades & Construction Design Technology 1-3 (8722010, 8722020, 8722030)	Building Construction Assistant BCV0080	A	ETI 1701 Industrial Safety - 3 credit hours BCN 2230 Building Construction Materials and Methods - 3 credit hours	OSHA 10 Certification NCCER - Core NCCER - Carpentry NCCER - Construction Technology
Building Trades and Construction Design Technology 4 (8722040)	Carpentry and Masonry Technician BCV0081	B	BCT 2770 Building Construction Estimating - 3 credit hours	NCCER Carpentry 2
Building Trades and Construction Design Technology 5 (8722050)	Electrical and Plumbing Technician BCV0082	C		
	Building Maintenance Technician BCV0083	D		
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: ARCHITECTURE & CONSTRUCTION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Building Trades & Construction Design Technology 8722000	**Building Construction Technologies I460401**	**OCP**	**AS Construction Management Technology 2039**	**Assessments**
Building Trades & Construction Design Technology 1-3 (8722010, 8722020, 8722030)	Bldg. Construction Helper BCV0400	A	ETI 1701 Industrial Safety - 3 credit hours BCN 2230 Building Construction Materials and Methods - 3 credit hours	OSHA 10 Certification NCCER - Core NCCER - Carpentry NCCER - Construction Technology
Building Trades and Construction Design Technology 4 (8722040)	Building Construction Technician 1 BCV0401	B	BCT 2770 Building Construction Estimating - 3 credit hours	NCCER Carpentry 2
Building Trades and Construction Design Technology 5 (8722050)	Building Construction Technician 2 BCV0402	B		
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: ARCHITECTURE & CONSTRUCTION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
	Heating, Ventilation, Air-Conditioning/Refrigeration (HVAC/R) C400400	**OCP**	**AS Construction Management Technology 2039**	**Assessments**
	Introduction to HVAC/R ACR0000	A	ETI 1701 Industrial Safety - 3 credit hours	OSHA 10 Certification CPR; First Aid; EPA
	HVAC/R Fundamentals ACR0001	B		
	HVAC/R Service Practices ACR0012	C	BCN 1592 Energy Efficient Bldg. Construction - 3 credit hours	HVAC Excellence Electrical & Residential A/C Certifications
	HVAC/R Intermediate Service Practices ACR0013	D		
	HVAC/R Advanced Service Practices ACR0044 **OR** HVAC/R Advanced Commercial & Industrial Service Practices ACR0045	E		
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: ARCHITECTURE & CONSTRUCTION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
NA	**Computer Aided Drawing & Modeling C100300**	**OCP**	**Construction Management Technology**	**Assessments**
NA	CAD & Modeling I TDR 0301	A	ETD 1320C Intro to AutoCAD - 3 credit hours	ADESK002 Autodesk Certified User AutoCAD
NA	CAD & Modeling II TDR 0302	B	ETD 1390C Autodesk Revit - 3 credit hours	ADESK008 Autodesk Certified User-Revit
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: HEALTH SCIENCE				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Medical Administrative Specialist 8212300	**Medical Administrative Specialist B070300**		**AS Health Services Management 2048**	
Digital Information Technology 8207300/ OR Emerging Technology in Business 8207010	BTE Core OTA0040	A	CGS 1000 Computer Information Systems - 3 credit hours CGS 1570 Integrated Business Applications - 3 credit hours	Microsoft Office Associate **OR** Testout Office Pro Microsoft Office Expert **OR** Testout Pro Certified
Administrative Office Technology 1 8212110 Business Software Application 1 821220	Front Desk Specialist OTA0041	B		
Medical Office Technology 1 821220 Medical office Technology 2 8212202	Medical Office Technologist OTA631	C	AS Health Services Management elective credit - 3 credit hours	
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: HEALTH SCIENCE				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
N/A	**Heath Science Programs of 600 clock hours or more listed below**		**AS Health Services Management 2048**	**Assessments**
	Dental Assisting Technology and Management (ATD) Medical Therapy Medical Assisting Medical Coder/Biller Paramedic Patient Care Technician Practical Nursing (LPN) Surgical Technician Pharmacy Technician		AS Health Services Management elective credit	
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: INFORMATION TECHNOLOGY				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
	.NET APPLICATION DEVELOPMENT 7 PROGRAMMING Y700400 (1050 HOURS)		**All Computer Science AS Programs and Certificates for which these courses are required**	**Assessments**
NA	Information Technology Assistant OTAA0040 (150 hours)	A	CGS 1000 Computer Information Systems - 3 credit hours CSG1570 Integrated Business Apps Software - 3 credit hours	Microsoft Office Associate **OR** Testout Office Pro Microsoft Office Expert **OR** Testout Pro Certified
NA	Computer Support Assistant EEV0504 (150 hours)	B	COP 2510 Programming Concepts - 3 credit hours COP 2250 JAVI - 3 credit hours	Microsoft Development Fundamentals 98-361 **AND** Info Tech Serv and JAVA
NA	Network Support Technician CTS0026 (150 hours)	C	CGS 1543 Database Design & Implementation - 3 credit hours	Microsoft Development Fundamentals 98-361 **AND** Microsoft Access Expert **OR** ITS Software
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: INFORMATION TECHNOLOGY				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Computer Science Principles 9007600	**Business Computer Programming B0470320**		**All Computer Science AS Programs and Certificates for which these courses are required**	**Assessments**
Foundations of Programming 9007210	Computer Programmer Assistant CTS0041	A	COP 2510 Programming Concepts - 3 credit hours	
Procedural Programming 907220	Junior Programmer CTS0041	B	COP 2510 Programming Concepts - 3 credit hours	
Object Oriented Programming 9007230	Junior Programmer 2 CTS0043	C	COP 2805C JAVA Programming - 3 credit hours	
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: INFORMATION TECHNOLOGY				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
	Computer Systems Information Technology Y100300		**All Computer Science Programs for which these courses are required**	**Assessments**
NA	Computer Systems Technician CTs0082	A	CGS 1000 Computer Information Systems - 3 credit hours	CompTIA A+
NA	Computer Network Technician CTS0083	B	CTS 1150 Microcomputer Hardware and Maintenance - 3 credit hours	CompTIA A+
NA	Computer Networking Specialist CTS0084	C	CET 1600 Networking Fundamentals - 3 credit hours	CompTIA A+ Network+
NA	Computer Security Technician CTS0069	D	CET 1600 Networking Fundamentals - 3 credit hours	CompTIA A+ Network+
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

School District of Manatee County	State College of Florida, Manatee-Sarasota
Dr. Jason Wysong, Superintendent School District of Manatee County Date:	Dr. Carol Probstfeld, President State College of Florida, Manatee-Sarasota Date:
Chad Choate, Chair School Board of Manatee County Date:	Tracy Knight, Chair Board of Trustees, State College of Florida, Manatee-Sarasota Date:
Pamela D'Agostino, ESQ. General Counsel, School District of Manatee County Date:	Steve Prouty, ESQ, General Counsel, State College of Florida, Manatee-Sarasota Date:

Sarasota County School District
Dr. Allison Foster, Superintendent Sarasota County School District Date:
Bridget Zeigler, Chair Sarasota County School District Date:
Michael McKinley, ESQ. General Counsel, Sarasota County School District Date:

Sarasota County School District	State College of Florida, Manatee-Sarasota
Terry Connor, Superintendent Sarasota County School District Date: 11/7/23	Dr. Carol Probstfeld, President State College of Florida, Manatee-Sarasota Date: 9/26/23
Bridget Zeigler, Chair Sarasota County School District Date: 11/7/23	Rod Thomson, Chair Board of Trustees, State College of Florida, Manatee-Sarasota Date: 9/26/23
Approved as to Form and Legal Content by Shumaker, Loop & Kendrick, LLP Attorneys for The School Board of Sarasota County, Florida Signed: MRM Date: October 5, 2023 Michael McKinley, ESQ. General Counsel, Sarasota County School District Date: 10/05/2023	Steve Prouty, ESQ, General Counsel, State College of Florida, Manatee-Sarasota Date:

AGENDA ITEM NO. 10.12

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Use of the TIPS Bid on Technology Solutions, Products and Services, SDMC No., 24-0094-RG Estimated in the Amount of $100,000.00 Annually (General Fund)

Executive Summary
TIPS, a governmental entity and a national purchasing cooperative provides a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Instead of the District expending time, money and resources on the extensive public procurement process, the use of the TIPS solicitation allows the District to quickly select and purchase preferred products or services from qualified competitively evaluated vendors through cooperative purchasing. TIPS issued a solicitation for technology solutions, products and services on January 5, 2023 and awarded to 524 vendors. The awarded contract is effective from May 31, 2023 through May 31, 2028 with the option to renew for one year.

The District has an immediate need to utilize this cooperative agreement for Raptor Technologies as the current GSA agreement is expiring. The District has in place the Raptor visitor management system at each school and site. The system helps screen out registered sex offenders, manage custody issues and coordinate volunteers. Each visitor is instantly screened against the registered sex offender databases in all fifty states and plus checks visitors against customer databases set by each school which can contain custody alerts and/or banned visitors. This system is one of the security measures used at our schools and sites to keep students, faculty, and staffs save.

Historical spend with Raptor Technologies is as follows:

2023-2024 YTD:	$66,475.00
2022-2023:	$99,225.00
2021-2022:	$79,589.00

Raptor Technologies, LLC, Houston, TX, Florida Document No. M12000001831.

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.

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
Approval of the use of the TIPS bid on technology solutions, products and services, SDMC No., 24-0094-RG estimated in the amount of $100,000.00 annually (general fund).

Financial Impact

The funding source for this annually estimated expenditure is various school and department general funds and is included in the approved budget for 2023/2024.

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

Attachments:
24-0094-RG - RAPTOR - LEGAL APPROVED
TIPS_230105 AWARDED VENDORS

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

PARTICIPATING AGREEMENT, SDMC No. 24-0094-RG

This Participating Agreement is made and entered into as of the last date signed below by and between The School District of Manatee County, Florida, (District) and RAPTOR TECHNOLOGIES, 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 The Interlocal Purchasing System ("TIPS") competitively procured and awarded Technology Solutions, Products, and Services TIPS RFP 2301 and is hereto as Exhibit A, ("Solicitation"). A contract was executed **May 25, 2023** between the parties and is hereto as Exhibit B, ("Authorized Contract").

2. **PURPOSE AND SCOPE**

The purpose of the Participating Agreement is to **provide a contract vehicle with Raptor Technologies for the purchase of goods and services pursuant to the** terms and conditions of the Authorized Contract as modified and supplemented herein.

3. **TERM AND RENEWAL**

3.1 **Term:** Agreement shall become effective on **12/12/2023** or the date on which the Participating Agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, unless terminated earlier by **TIPS.**

3.2 **Renewal:** Upon agreement of the parties, this Participating Agreement may be renewed for a term that does not exceed the initial or renewal term of the Authorized Contract. Renewal must be in writing and is subject to the same terms and conditions set forth in the Authorized Contract, and any amendments, and this Participating Agreement, and any amendments.

4. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

4.1 The following exhibits are attached, incorporated, and made a part of this Participating Agreement:

Exhibit A, Supplier Response to TIPS RFP 230105
Exhibit B, TIPS Vendor Agreement
Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In the event of a conflict between the terms and conditions provided in the body of this Participating Agreement and any exhibit, the parties hereby agree that the order of precedence shall be as follows: Participating Agreement, TIPS Vendor Agreement.

5. **TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT:** Notwithstanding any provision herein to the contrary, in the event of a conflict between terms in Exhibit B and the terms in this section 5, the terms of this section 5 shall govern.

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

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit D, must be completed and returned with the signed contract where the contractor is performing services on any District property.

5.2 **ASSIGNABILITY:** The parties may not assign this Participating Agreement or any right or obligation of this Participating Agreement without prior written consent of the other party.

5.3 **THIRD PARTY BENEFICIARIES:** The parties to this Participating Agreement do not intend that this Participating Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Participating Agreement.

5.4 **GOVERNING LAW:** This Participating Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Participating Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Participating Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Participating Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

5.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Participating Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Participating Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

5.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in

detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

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

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

5.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, the Contractor will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this Participating Agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Contractor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this Participating Agreement.

5.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

5.12 **SEVERABILITY:** If any one or more of the provisions of this Participating Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Participating

Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

5.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Participating Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

5.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Participating Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Participating Agreement upon written notice per paragraph 5.16, Termination for Convenience.

5.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Participating Agreement for cause in the event of a material breach of this Participating Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Participating Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Participating Agreement.

5.16 **TERMINATION FOR CONVENIENCE:** This Participating Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

5.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Participating Agreement, Contractor acknowledges that the portion of its books and records related to this Participating Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Participating Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Participating Agreement term and following completion of the Participating Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Participating Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to

perform the service. If Contractor transfers all public records to District upon completion of this Participating Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Participating Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

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

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

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

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

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

5.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third

party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Participating Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Participating Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Participating Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Participating Agreement for any period of time concurrent with any lapse in coverage.

5.23 **ENTIRE AGREEMENT:** This Participating Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Participating Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Participating Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

5.24 **AMENDMENTS:** This Participating Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

5.25 **BINDING EFFECT:** This Participating Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

5.26 **AUTHORITY TO EXECUTE:** The individual executing this Participating Agreement on behalf of the Contractor is duly and fully authorized to execute this Participating Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Participating Agreement.

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

5.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Participating Agreement.

5.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Participating Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

5.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.
Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 1602293

5.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Participating Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Participating Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Participating Agreement, Contractor is placed on the

Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Participating Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Participating Agreement pursuant to this provision.

5.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this Participating agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Participating Agreement.

5.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment, or neglect to the statewide toll-free telephone number of the central abuse hotline.

5.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Raptor Technologies, Attn: Don Schad, CFO 2900 North Loop West, Suite 900 Houston, TX 77092
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

5.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit E and as may be amended from time to time.

5.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention

requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.37 **OTHER PROVISIONS:**

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

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

5.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES*: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Participating Agreement by the Contractor. If a sub-contractor fails to terminate said employee or independent contractor, the Contractor shall terminate its agreement with the sub-contractor. If the Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this Participating Agreement may be terminated by District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Participating Agreement on behalf of the respective party.	
RAPTOR TECHNOLOGIES, LLC CONTRACTOR/COMPANY NAME	2900 North Loop West, Suite 900 Houston, TX 77092 ADDRESS
PHONE 206-235-2287	EMAIL jchristianson@raptortech.com
TYPE OR PRINT NAME Jeffrey Christianson	TITLE General Counsel
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8800	EMAIL bartholomewp@manateeschools.net
TYPE OR PRINT NAMEPatrick Bartholomew	TITLE Director of Security

SIGNATURES:

Jeffrey A. Christianson	Nov 12, 2023		
Contractor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
Pamela D'Agostino	11/29/2023		
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

EXHIBIT A

230105
Raptor Technologies
Raptor Technologies
Supplier Response

Event Information

Number: 230105
Title: Technology Solutions, Products, and Services
Type: Request for Proposal
Issue Date: 1/5/2023
Deadline: 2/17/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.

IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS,

AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Raptor Technologies Information

Contact: Brigette Lajoie
Address: 2900 North Loop West
Suite 900
Houston, TX 77092
Phone: (877) 772-7867
Email: rfp@raptortech.com
Web Address: www.raptortech.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Brigette Lajoie
Signature

rfp@raptortech.com
Email

Submitted at 2/16/2023 02:48:21 PM (CT)

Requested Attachments

Pricing Form 1 — 230105 Updated Pricing Form 1_ Feb 2023.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 — 230105 Updated Pricing Form 2_ Services and Training.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents — *No response*

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement — Raptor - TIPS 230105 Vendor Agreement - completed.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form — Raptor - TIPS 230105 Vendor Agreement Signature Form - signed.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form — Raptor - 230105 Reference Form.xls

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form — Raptor - TIPS 230105 Required Confidentiality Claim Form - signed.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ Raptor - TIPS Conflict of Interest Questionnaire - Form CIQ - signed.pdf

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL *No response*

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9 Raptor Technologies LLC 2023 W-9 Physical Address.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only) Raptor_Technologies_Safety_Suite_021523.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.
These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only) Raptor_Logo_Full Color.png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

N/A

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Founded in 2002, Raptor has partnered with 52,000+ schools globally, including 5,000+ U.S. school districts, to provide integrated visitor, volunteer, emergency management, safeguarding, and early intervention software and services that cover the full spectrum of school and student safety.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Claudia Hosang

7 Primary Contact Title

Primary Contact Title

Contracts Administrator

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

chosang@raptortech.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

7138808902

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

7138802577

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Don Schad

13 **Secondary Contact Title**

Secondary Contact Title

CFO

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

dschad@raptortech.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

7138808902

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 Administration Fee Contact Name

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Laurie Yager Wray

19 Administration Fee Contact Email

Please enter a valid email address that will definitely reach the Administration Fee Contact.

accounting@raptortech.com

20 Administration Fee Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

7138808902

21 Purchase Order and Sales Contact Name

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Laurie Yager Wray

22 Purchase Order and Sales Contact Email

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

accounting@raptortech.com

23 Purchase Order and Sales Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

7138808902

24 Company Website

Company Website (Format - www.company.com)

www.raptortech.com

25 Entity D/B/A's and Assumed Names

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

No response

26 Primary Address

Primary Address

2900 North Loop West, Suite 900

27 **Primary Address City**

Primary Address City

Houston

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TX

29 **Primary Address Zip**

Primary Address Zip

77092

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

• Software as a service– all types;
• Software – all types;
• Scanners
• Technology consulting services
• Notification software
• Data and system security services or equipment

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Houston

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

Texas

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

21

35	**Certification Regarding Entire TIPS Agreement** Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. Does Vendor agree? Yes

36	**Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)** **Please read thoroughly and carefully as an error on your response can render your contract award unusable.** TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing. ***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?*** Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied. **Example:** In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00. If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below. ***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?*** 0%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

No

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

No

39 **"Catalog Pricing" and Pricing Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40	**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS** Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion. If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award. Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document? No
41	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

42	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.
44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;

(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

46 **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47 **Required Confidentiality Claim Form**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

48 Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify (Yes)

49 Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree (Yes)

50 Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

5 1 No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

5 2 Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

5 3 Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

5 4 Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes

55	**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)** Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. When applicable, does Vendor certify? Yes

56	**Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)** If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.” “Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.” When applicable, does Vendor certify? Yes

57	**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)** If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member. When applicable, does Vendor certify? Yes

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes

65	**Regulatory Good Standing Certification - Explanation - Continued** If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration. *No response*

66	**Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” 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 proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” 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 Nonprocurement 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.

67	**Suspension or Debarment Certification** Read the instructions in the attribute above and then answer the following accurately. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Does Vendor certify? Yes

68	**Vendor Certification of Criminal History - Texas Education Code Chapter 22** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law. **DEFINITIONS** **Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. **Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **Vendor certifies:** **NONE (Section A):** None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement. **OR** **SOME (Section B):** Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity. Which option does Vendor certify? None

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

72	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
73	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
74	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75	**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds** This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members. If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds? Yes
76	**2 CFR Part 200 or Federal Provision - Contracts** Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree? Yes
77	**2 CFR Part 200 or Federal Provision - Termination** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree? Yes

78	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes
79	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes

80	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. **The undersigned certifies, to the best of his or her knowledge and belief, that:** (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Does Vendor certify that it has NOT lobbied as described herein? Yes

81	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

82	**2 CFR Part 200 or Federal Provision - Federal Rule** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify compliance? Yes

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) 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; (2) 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. Does vendor certify that it is in compliance with these provisions? Yes
84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes

85	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes

86

2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes

87

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes

88

2 CFR Part 200 or Federal Provision - 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."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes

89

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes

90

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members 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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes

91	**2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records** **If and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that: (1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States. (2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. (3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. (4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. (5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract. Does Vendor certify? Yes, Vendor certifies
92	**2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act** When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act. Does Vendor certify? Yes

93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes
94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes
95	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes
96	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. No

97	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? Yes
98	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230105 Technology Solutions, Products, and Services	Raptor Technologies, LLC

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact N	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
Katy Independent School District	Ruben A. Martinez	rubenamartinez@katyisd.org	281-237-4049
Irving Independent School District	Kevin Dodge	kdodge@irvingisd.net	972-600-5027
Lamar Consolidated Independent School District	Dallis Warren	dallis.warren@lcisd.org	832-223-0702

TIPS CONTRACT 230105

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Raptor Technologies, LLC

Vendor Authorized Signatory Name: Don Schad

Vendor Authorized Signatory Title: CFO

Vendor Authorized Signatory Email: dschad@raptortech.com

Vendor Address: 2900 North Loop West, Suite 900

City: Houston State: TX Zip Code: 77092

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Don Schad Don Schad (May 3, 2023 16:20 CDT)

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information ("Vendor Supplemental Information") with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor's TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.



RAPTOR®
TECHNOLOGIES
THE GOLD STANDARD IN SCHOOL SAFETY

Raptor® Visitor Management

Safety begins with controlling who is on your campus

What is it?

Raptor Visitor Management minimizes the liabilities of having unsafe individuals—whether they're a registered sex offender, a previously-banned volunteer, or an unauthorized guardian—into your buildings. The system automatically creates a record of everyone who is or has been in each building across your district and helps ensure staff release students to the proper guardians. Over 35,000 K-12 schools trust Raptor to screen and track their campus visitors, contractors, and volunteers.

How Does it Work?

Modern, configurable technology screens each visitor's information against registered sex offender registries and custom databases, alerting schools if they are a potential threat and automatically creating robust visitor records. Raptor syncs with Student Information Systems (SIS) to pull student, staff, and guardian data, helping ensure school staff are well-positioned to release students to the appropriate guardians, as well as track student tardies and early dismissals.

4.5 Million
total visitors screened

350K
visitors screened daily

225
visitors flagged daily

Guard Against Unsafe Individuals

- Screen against sex offender and custom registries
- Generate accurate district- and school-level reports
- Confirm guardianship for safe student release
- Track student tardies and early dismissals
- Create student alerts
- Sync with your Student
- Information System (SIS)
- Configure to your protocols
- Choose between an assisted system or self-serve
- Kiosk stations
- Integrate with Raptor volunteer and emergency management systems

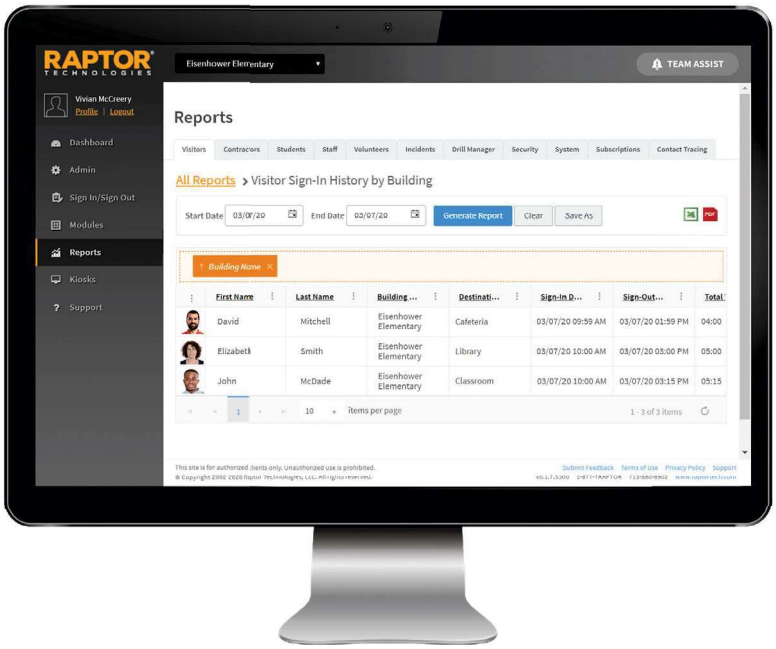
Track Visitor Types: Configure the sign in process by persona to track why each visitor is on your campus and gather the information you need based on their roles (i.e., visitors, guardians, contractors, and volunteers).

Instantly Screen: Keep potential threats out by screening every visitor against sex offender and custom databases, including those with custody orders and banned visitor status.

Reduce Risk with Instant Alerts: Instantly alert the principal, school resource officer, and other staff via text and/or email so that the right personnel can quickly respond, and if necessary, safely escort the flagged visitor out of the building.

Confirm Guardianship and Track Tardies: Have accurate student and guardian data and ensure you release students to approved guardians. Know when a student is regularly tardy and receive an alert once the student crosses your specified threshold.

Provide Visitor Badges: Let your school community know visitors are approved by requiring visitors to wear a detailed badge that shows their role type, name, destination, date and time of entry, and photo.



Have Detailed Reporting: Instantly query district- or school-level live and historical data that spans multiple years. Reports can be run and delivered on a scheduled basis.

Configure to Your Needs: Choose between assisted systems (those that are used at your front desk and managed by a school employee) and kiosk stations for self-service.

> "Raptor has helped us stop about five or six sex offenders coming into our buildings... With Raptor, we have that extra sense of security by knowing that we are releasing a student to someone who not only the guardian trusts, but also someone we can trust and know that child is safe and secure with."
>
> -Toms River Regional School District, NJ

About Raptor

For 20 years, Raptor has been driven by our mission to protect every child, every school, every day. Used by over 50,000 schools worldwide, Raptor is the gold standard in school safety.

This can't wait.

Scan the QR code or give us a call at 877-772-7867 or visit raptortech.com/vm

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RAPTOR® TECHNOLOGIES

THE GOLD STANDARD IN SCHOOL SAFETY

Raptor® Volunteer Management

Empowering schools to streamline entire volunteer program

What is it?

Raptor Volunteer Management simultaneously reduces the effort and scales the impact of your volunteer program—all while following your safety protocols and drastically simplifying the processes of applying, approving, managing, and reporting on volunteer activities. You can rest assured knowing your volunteers meet state and district requirements to work in your schools. Raptor Volunteer Management also uses a collaborative approach to event matching, ensuring higher volunteer engagement.

How Does it Work?

Automating the volunteer application with a customizable, online application and streamlined review process removes countless hours of tedious work. Instant notifications also keep the applicant and school in the loop on applicant status. Raptor Volunteer Management includes an online volunteer portal that provides visibility to all events as well as time-tracking and updates.

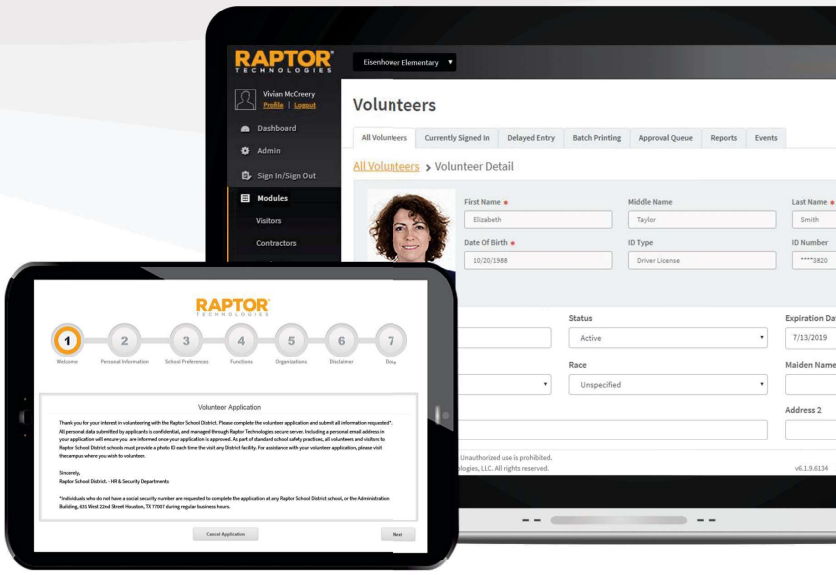
400K
volunteers screened annually

350K
volunteers managed

Scale the Impact of Your Volunteer Program

- Customize and manage online applications
- Thoroughly screen and approve all applicants
- Streamline event creation and recruiting
- Create detailed reports and track hours
- Give volunteers visibility to events in the Volunteer Portal
- Integrate with visitor, and emergency management systems

Eliminate Paper Processes: Customize an online application and build your requirements right into the system. Receive the exact information you need to thoroughly review and approve each applicant. This includes requesting prospective volunteers to upload additional documents, like driver's records, to stay in compliance with district and state mandates.



Enhance Safety and Security: Instantly screen volunteers against sex offender registries and custom databases of banned visitors. Integrate criminal background checks and align the level of check to volunteer types or roles based on your requirements and applicable laws.

Have Centralized Applications: Prospective volunteers only must submit one application for the district instead of applying to each school individually. This saves time, reduces effort, and prevents banned or denied individuals from volunteering by digitally tracking flagged volunteers across the entire district.

Reduce Approval Time: Automatically approve volunteers with no criminal or sex offender history and only review applications with potential risk. Save time by allowing the system to send standard emails regarding application approvals, program updates, and more.

Streamline Event Management: Easily create events at the building or district level. Built-in forms ensure all required information is included and automatic emails notify eligible volunteers of new and upcoming events.

Promote Volunteer Engagement: Let volunteers access their profile, track hours, register for events, communicate with other volunteers, and update their personal information as it changes throughout the year in the Volunteer Portal.

Track Hours and Have Detailed Reporting: Confidently report on total volunteer hours by building, by project, or district wide. Volunteers can also view their volunteer history through various reports directly in the Volunteer Portal.

About Raptor

For 20 years, Raptor has been driven by our mission to protect every child, every school, every day. Used by over 50,000 schools worldwide, Raptor is the gold standard in school safety.

This can't wait.

Scan the QR code or give us a call at 877-772-7867 or visit raptortech.com/VoM

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Raptor® Emergency Management Full Suite

RAPTOR® TECHNOLOGIES
THE GOLD STANDARD IN SCHOOL SAFETY

Prepare for, respond to, and recover from any emergency

What is it?

Let's face it, things will happen. Whether it be a natural disaster, a playground fight, or worst case an active shooter, Raptor Emergency Management gives you the power to prepare for, respond to, and recover from any emergency. Advanced technology helps you manage drills, instantly notify first responders, accurately account for individuals, and safely reunify families. Having the tools to simplify processes helps minimize the trauma of a crisis. Isn't it time to make sure your schools are ready?

How Does it Work?

From instantly notifying first responders to accurately accounting for all individuals, Raptor puts the power to respond to large or small incidents quickly and effectively in the palm of your hand. Users can directly text or call 911, automatically share critical details with dispatchers, group chat, view school maps, and activate all safety technologies from a single point. Raptor Emergency Management encompasses software to help streamline the processes of accounting for students and safely reunifying them with the proper guardian.

4x
faster reunification processes

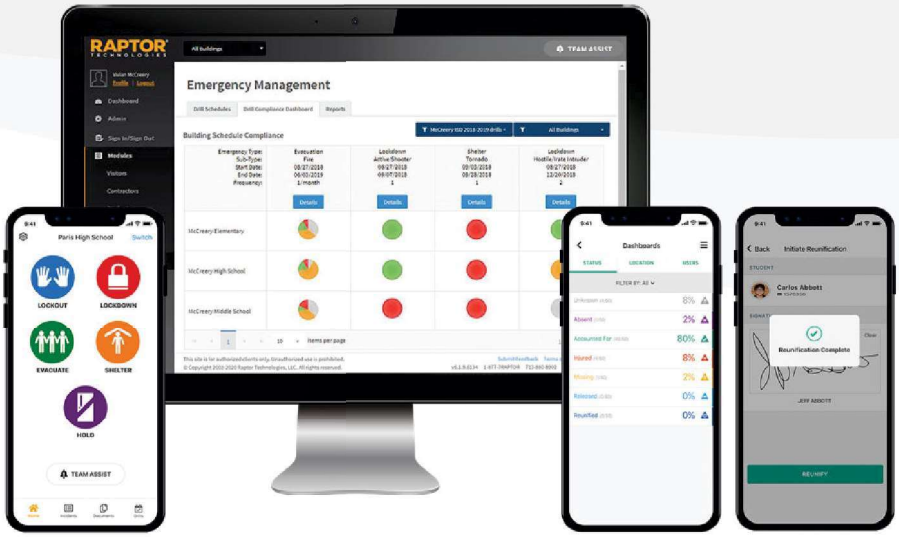
5K
emergencies activated

Be Equipped for Any Emergency

- Practice and analyze drills
- Activate an emergency response with a mobile panic button
- Connect with 9-1-1 via text/call
- Share critical information with staff and first responders
- Account for each individual
- Reunify students with authorized guardians
- Create instantaneous status and after-incident reports
- Integrate with visitor, volunteer systems

Manage and Track Drills: Simplify drill compliance and management by scheduling, initiating, logging, and tracking drills school- and district-wide. Leverage reports to analyze drills and improve outcomes.

Expedite Emergency Response: Request the right help for any-sized incident—in a single building or across the entire district—from wherever you are. Automatically send detailed, situation-specific alerts. Text or call 9-1-1 directly, automatically share details with dispatchers, and stay in touch with all users through real-time group messaging. Connect other digital security systems and peripherals to activate an emergency response from a single point.



Account for Everyone: Automatically provide appropriate staff, incident commanders, and first responders with the locations, details, and medical conditions for all individuals to help direct resources effectively. Raptor Reunification and Accountability simplifies the processes and reduces the time and effort to reunify students and parents.

Quickly and Confidently Reunify Students: Eliminate chaotic and error-prone paper-and-pencil process. Ensure students are reunified with approved guardians by screening the guardian's ID to check for sex offender status or custodial restrictions.

Configure to Your Policies: Teachers, staff, and first responders can follow your safety response procedures. Raptor is also 100% aligned with and licensed by the "I Love U Guys" Foundation®.

Sync with Your SIS: Ensure you have critical student, staff, and guardian data to account for everyone and reunify students with guardians.

Quickly Access Documents: Upload and share building maps, protocol procedures, and emergency operations plans (EOPs). Provide first responders and school personnel 24/7 easy access via the mobile app.

Comply with Alyssa's Law: Raptor helps schools comply with legislation that requires schools to have silent panic alert systems that link directly to first responder agencies.

About Raptor

For 20 years, Raptor has been driven by our mission to protect every child, every school, every day. Used by over 50,000 schools worldwide, Raptor is the gold standard in school safety.

This can't wait.

Scan the QR code or give us a call at 877-772-7867 or visit raptortech.com/em

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EXHIBIT B

TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and

Raptor Technologies, LLC

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS "(TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com

to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a customer initiates a purchase with Vendor, if the customer inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the customer is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the customer. Vendor may confirm the customer's status as a TIPS Member with TIPS.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date

that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor will provide comparable list prices for goods and services to TIPS members as offered to other customers including any discounts or promotional programs that are in place at the time of purchase. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF

LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement

constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under

applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to

utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. A renewal notice will be sent to each participating TIPS Member with an active agreement at least 60 days prior to the expiration date of the current term to provide the TIPS member with the option to renew or terminate their agreement. This practice allows the TIPS member to issue a purchase order prior to the end of existing contracted services. If the TIPS Member does not contact the Vendor or issue a purchase order within the 60-day window of the renewal notice, then their current agreement with the Vendor will be terminated and TIPS Member will not incur charges beyond their existing term.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: Raptor Technologies, LLC

Vendor Address: 2900 North Loop West, Suite 900

City: Houston State: TX Zip Code: 77092

Vendor Authorized Signatory Name: Don Schad

Vendor Authorized Signatory Title: CFO

Vendor Authorized Signatory Phone: 281-962-8097

Vendor Authorized Signatory Email: dschad@raptortech.com

Vendor Authorized Signature: Don Schad Date: 05/09/2023

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/25/2023

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

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

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

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

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements

Chapter II —Office of Management and Budget Guidance

Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

2ndGear LLC 2ndGear LLC
323 Link LLC 323 Link LLC
3-C TECHNOLOGY LLC 3-C TECHNOLOGY LLC
3Sixty Integrated 3Sixty Integrated
525 Technologies 525 Technologies
A.N. Systems A.N. Systems
Abacus Computers Inc Abacus Computers Inc
Absolute Color Ltd Absolute Color Ltd
Absolute Facility Solutions LLC Absolute Facility Solutions LLC
Accur8 Software Solutions LLC Accur8 Software Solutions LLC
Accurate Utility Supply LLC Accurate Utility Supply LLC
ACP CreativIT ACP CreativIT
ACP Direct Affordable Computer Products Inc ACP Direct Affordable Computer Products Inc
Adaptive Technology Systems Adaptive Technology Systems
AdComp Systems Inc AdComp Systems Inc
Adorama Inc Adorama Inc
Advanced Connections Inc Advanced Connections Inc
Advanced Networks of Texas Advanced Networks of Texas
Advantage Imaging Supply Inc Advantage Imaging Supply Inc
Advantage Office Products LLC Advantage Office Products LLC
AeroTech Edu AeroTech Edu
AGC Education AGC Education
Age of Learning Inc Age of Learning Inc
Agilicus Agilicus
AGM Energy Services LLC AGM Energy Services LLC
Aha Education LLC Aha Education LLC
AISYS Consulting LLC AISYS Consulting LLC
ALINEDS LLC ALINEDS LLC
All Audio Visual Services All Audio Visual Services
All Temp Refrigeration Inc All Temp Refrigeration Inc
Allative Technologies Allative Technologies
Alliance Technology Group Alliance Technology Group
Allovue Inc Allovue Inc
Alphonso Solomon And Company Inc Alphonso Solomon And Company Inc
ALTEX ELECTRONICS LTD ALTEX ELECTRONICS LTD
Ambit Solutions Ambit Solutions
American Digital Security American Digital Security
American Protective Services American Protective Services
American Signal Corp American Signal Corp
American Surveillance Co American Surveillance Co
Anatomage inc Anatomage inc
Anonymous Alerts Anonymous Alerts
APG Technology APG Technology
Apptegy Apptegy
Ardour Consulting LLC Ardour Consulting LLC
Arkansas Public Safety Solutions Arkansas Public Safety Solutions
Aspire HR Inc Aspire HR Inc

Athlete Intelligence Athlete Intelligence
Atlas Consulting Atlas Consulting
Audio Optical Systems of Austin Inc Audio Optical Systems of Austin Inc
Audio Video Corporation Audio Video Corporation
Audio Visual Aids Co Audio Visual Aids Co
Audio Visual Technologies Inc Audio Visual Technologies Inc
Austen Consultants LLC Austen Consultants LLC
AVES AUDIO VISUAL SYSTEMS INC AVES AUDIO VISUAL SYSTEMS INC
AVI Systems Inc AVI Systems Inc
AvTek Solutions Inc AvTek Solutions Inc
Axtion Technology Axtion Technology
B and H Foto & Electronics Corp B and H Foto & Electronics Corp
B9Creations LLC B9Creations LLC
BadgePass BadgePass
Barcom Technology Solutions Barcom Technology Solutions
Bass Computers Inc. Bass Computers Inc.
BDO Public Sector LLC BDO Public Sector LLC
Beereaders Beereaders
Berry Dunn McNeil and Parker LLC Berry Dunn McNeil and Parker LLC
Best Buy Education Best Buy Education
BIS Consulting BIS Consulting
BIT Direct BIT Direct
Biway International Technology Inc Biway International Technology Inc
BizSupplies BizSupplies
Black Rock Technology Group Black Rock Technology Group
Blackswan Cybersecurity Blackswan Cybersecurity
Blue Iron Technologies Blue Iron Technologies
Blue Sky Technologies LLC Blue Sky Technologies LLC
BlueNet Technologies Inc BlueNet Technologies Inc
BlueVantage LLC BlueVantage LLC
BookNook Inc BookNook Inc
Brainchild Brainchild
Bricktown Technologies LLC Bricktown Technologies LLC
BridgeNet Communications LLC BridgeNet Communications LLC
BRIGHTCENTRA INC BRIGHTCENTRA INC
Brighten Technology Solutions Brighten Technology Solutions
BrightLeaf Group Inc BrightLeaf Group Inc
BrightThinker Inc BrightThinker Inc
Brushfire Technology Brushfire Technology
BryComm LLC BryComm LLC
Bump Armor Bump Armor
Business Oriented Software Solutions Inc Business Oriented Software Solutions Inc
Busology Tech Busology Tech
ByteSpeed ByteSpeed
BZ DEFENSE LLC BZ DEFENSE LLC
Cable Matters Inc Cable Matters Inc
Cabling and Wireless Solutions of TX INC Cabling and Wireless Solutions of TX INC

Camcor Inc Camcor Inc
Caruth Protection Services Caruth Protection Services
Cayuse Commercial Services LLC Cayuse Commercial Services LLC
cb20 Inc cb20 Inc
CCS Presentation Systems CCS Presentation Systems
CDW Government LLC CDW Government LLC
Cellteks Cellteks
Centegix Centegix
Centex Technologies Centex Technologies
Central Technologies Inc (Central Knox) Central Technologies Inc (Central Knox)
CESCO INC CESCO INC
CEV Multimedia LLC CEV Multimedia LLC
Chromebookparts.com Chromebookparts.com
ClassLink Inc ClassLink Inc
ClassTag Inc ClassTag Inc
Clear Touch Interactive Clear Touch Interactive
ClearGov Inc ClearGov Inc
ClientFirst Technology Consulting ClientFirst Technology Consulting
Cloud Ingenuity Cloud Ingenuity
CLUTCH SOLUTIONS CLUTCH SOLUTIONS
CMC Network Solutions CMC Network Solutions
Coast To Coast Computer Products Inc Coast To Coast Computer Products Inc
Colbi Technologies Inc Colbi Technologies Inc
COMHOME Technology Solutions LLC COMHOME Technology Solutions LLC
CommScope Technologies LLC CommScope Technologies LLC
Communication Specialists Contracting Communication Specialists Contracting
Complete Computing Solutions Complete Computing Solutions
Complete Tablet Solutions Complete Tablet Solutions
CompuCel CompuCel
CompuCycle Inc CompuCycle Inc
Computer Information Systems Inc Computer Information Systems Inc
Computer Solutions Computer Solutions
Computer Transition Services Inc Computer Transition Services Inc
Connect Technology Group LLC Connect Technology Group LLC
Contextual Code Contextual Code
ConvergeOne Inc ConvergeOne Inc
Convergint Technologies LLC Convergint Technologies LLC
CORE Office Interiors CORE Office Interiors
CorporateLounge LLC CorporateLounge LLC
CounterTrade Products Inc CounterTrade Products Inc
critical edge inc critical edge inc
Critical Tech Solutions Critical Tech Solutions
CTL CTL
CX2 Inc CX2 Inc
CXtec Inc CXtec Inc
Cynamics Cynamics
Cynergy Technology Cynergy Technology

Cytek Media Systems Inc Cytek Media Systems Inc
DADE TECHNOLOGY SOLUTIONS LLC DADE TECHNOLOGY SOLUTIONS LLC
Dailey Solutions Dailey Solutions
DakTech Inc DakTech Inc
DashPass DashPass
Data Projections Inc Data Projections Inc
Datacomm Services Corporation Datacomm Services Corporation
DataVox Inc DataVox Inc
DCS Telecom DCS Telecom
Defenz Special Systems LLC Defenz Special Systems LLC
Defined Learning Defined Learning
Delcom Group Delcom Group
Deledao Education Deledao Education
DeltaMath Solutions Inc DeltaMath Solutions Inc
DETEL Computer Solutions LLC DETEL Computer Solutions LLC
Device Unity Device Unity
Diamond Business Services Inc Diamond Business Services Inc
Digi Security Systems LLC Digi Security Systems LLC
Digital Boundary Group Inc Digital Boundary Group Inc
Digital Pro Service Installation Digital Pro Service Installation
DIGITAL RESOURCES INC DIGITAL RESOURCES INC
Diligent Corporation Diligent Corporation
Discount PC Discount PC
Discovery Information Technologies Inc Discovery Information Technologies Inc
DLZP GROUP LLC DLZP GROUP LLC
Doctums Global LLC Doctums Global LLC
Documation Inc Documation Inc
DocuNav Solutions DocuNav Solutions
Double Line Inc Double Line Inc
Dream Ranch Office Supplies Dream Ranch Office Supplies
E.D.I. Communications E.D.I. Communications
EarthWalk Communications Inc EarthWalk Communications Inc
Edmentum Inc Edmentum Inc
Educate-me.net / Garden State Micro Inc Educate-me.net / Garden State Micro Inc
Education 2000 Education 2000
Educational Service Solutions Educational Service Solutions
Educational Technology Learning Educational Technology Learning
eduPARTS LLC eduPARTS LLC
Eduporium Eduporium
Edusmart Edusmart
eFileCabinet Inc eFileCabinet Inc
EFORCE Software EFORCE Software
ELB US Inc ELB US Inc
Elite Solutions Inc Elite Solutions Inc
Emerald Coast Vision Aids Inc Emerald Coast Vision Aids Inc
engage2learn engage2learn
Entec Solutions LLC Entec Solutions LLC

Enterprise Systems Corporation Enterprise Systems Corporation
Enterprise Technology Solutions Inc Enterprise Technology Solutions Inc
Entry Shield Security LCC Entry Shield Security LCC
ePlus Technology inc. ePlus Technology inc.
EqualLevel Inc EqualLevel Inc
ErateSync ErateSync
Eternal Media Solutions LLC Eternal Media Solutions LLC
Executone Systems Co of La Inc Executone Systems Co of La Inc
Extraco Technology Extraco Technology
F.A.S.T Solutions F.A.S.T Solutions
FACTS Management Co FACTS Management Co
Fidlar Technologies Fidlar Technologies
Finalsite Finalsite
Fleming Network Security Services Inc Fleming Network Security Services Inc
Fortinet Inc Fortinet Inc
Fulcrum Management Solutions Inc Fulcrum Management Solutions Inc
Function 4 LLC Function 4 LLC
Future Tech AV Integrations Future Tech AV Integrations
GaggleNet Inc GaggleNet Inc
GarCom Inc GarCom Inc
Genesis Consulting Partners LLC Genesis Consulting Partners LLC
Genesis Datacom Genesis Datacom
Genetec Inc Genetec Inc
GHD Services Inc GHD Services Inc
Global Asset Global Asset
Global Intelligence Services LLC Global Intelligence Services LLC
GoApron Inc GoApron Inc
Goldsmith Solutions LLC Goldsmith Solutions LLC
GoSchoolBox Inc GoSchoolBox Inc
GoTo Communications Inc GoTo Communications Inc
GovConnection Inc GovConnection Inc
Grande Communications Networks LLC Grande Communications Networks LLC
Gruber Power Services Gruber Power Services
GTS Technology Solutions Inc GTS Technology Solutions Inc
Guardian Security Solutions LC Guardian Security Solutions LC
GXC Inc GXC Inc
Harris School Solutions Harris School Solutions
Harvest Technology Group Inc Harvest Technology Group Inc
Helios Ed Helios Ed
Homeland Safety Systems Inc Homeland Safety Systems Inc
Horizon Software International Horizon Software International
Howard Technology Solutions Howard Technology Solutions
Hypertec Direct Hypertec Direct
Hytera US Inc Hytera US Inc
iBenzer Inc iBenzer Inc
iBridge Group Inc iBridge Group Inc
ICS MedTech LLC ICS MedTech LLC

Ideacom of Amarillo / Ideacom of Lubbock Ideacom of Amarillo / Ideacom of Lubbock
IDEX Global Services Inc IDEX Global Services Inc
IES Communications LLC IES Communications LLC
ieSmart Systems ieSmart Systems
IK Network Solutions IK Network Solutions
Ilife LLC Ilife LLC
ImageNet Consulting ImageNet Consulting
Imagine Learning LLC Imagine Learning LLC
Inception Lighting Inc Inception Lighting Inc
Industrial Communications Industrial Communications
Infobase Holdings LLC Formally Hoonuit LLC Infobase Holdings LLC Formally Hoonuit LLC
Infodat International Inc Infodat International Inc
Informed K12 Informed K12
InfoSight Inc InfoSight Inc
Ink Labs Buffalo LLC Ink Labs Buffalo LLC
InNet InNet
Innovare Innovare
Instructure Inc Instructure Inc
Intech Southwest Intech Southwest
IntelliSite of TX LLC IntelliSite of TX LLC
InTouch Receipting InTouch Receipting
Intrado Interactive Services Corporation Intrado Interactive Services Corporation
Inventive Works LLC Inventive Works LLC
Invicta PCs Invicta PCs
Invoke LLC Invoke LLC
IPEVO INC IPEVO INC
Istation Istation
ITPartners ITPartners
ITPartsHelp ITPartsHelp
ITsavvy ITsavvy
IXL Learning Inc IXL Learning Inc
J and R Recycling J and R Recycling
Jabra Jabra
JANGA Technology LLC. JANGA Technology LLC.
JANUS Associates JANUS Associates
JC Communications JC Communications
JDS Networking LLC JDS Networking LLC
JE Systems Inc JE Systems Inc
Jett Business Systems Inc Jett Business Systems Inc
JMS Technology Services LLC JMS Technology Services LLC
JourneyEd.com Inc Academic Superstore JourneyEd.com Inc Academic Superstore
JRC Technology LLC JRC Technology LLC
JTS JTS
K logix LLC K logix LLC
K-12 Tech Midwest K-12 Tech Midwest
Kaiden Bretal Technologies Kaiden Bretal Technologies
Kami Kami

KANSAS CITY AUDIO VISUAL KANSAS CITY AUDIO VISUAL
Kaplan Early Learning Company Kaplan Early Learning Company
Keeping Your Kids Safe LLC Keeping Your Kids Safe LLC
Kesler Science LLC Kesler Science LLC
KHT Electronics KHT Electronics
KickUp KickUp
Knight Technology Group Knight Technology Group
Kyndryl INC Kyndryl INC
Kynetic Technologies LLC Kynetic Technologies LLC
LAB Information Technology Inc LAB Information Technology Inc
Lakeshore IT Solutions Inc Lakeshore IT Solutions Inc
Layer 3 Communications LLC Layer 3 Communications LLC
Layer 8 Solutions Layer 8 Solutions
LD Systems LD Systems
Learning Beautiful Learning Beautiful
Lexine Inc Lexine Inc
Liberty PCS Liberty PCS
Limitless Office Products Limitless Office Products
Lite the Nite Technologies Lite the Nite Technologies
LogicWing Inc LogicWing Inc
Logix Fiber Networks Logix Fiber Networks
Lone Star Communications Inc Lone Star Communications Inc
LumenServe Inc LumenServe Inc
LyncVerse Technologies LyncVerse Technologies
M and A Technology Inc M and A Technology Inc
M and M Public Safety LLC M and M Public Safety LLC
MajorClarity by Paper Inc MajorClarity by Paper Inc
ManagedMethods ManagedMethods
Master Audio Visual Inc Master Audio Visual Inc
Maxi Aids HearMore Maxi Aids HearMore
MCA Communications Inc MCA Communications Inc
Merge Labs Inc Merge Labs Inc
MGT of America Consulting LLC MGT of America Consulting LLC
Michael Searcy dot com LLC Michael Searcy dot com LLC
MicroReplay Inc MicroReplay Inc
Millennium Communications Group Inc Millennium Communications Group Inc
MindPlay Education LLC MindPlay Education LLC
MVATION WORLDWIDE INC MVATION WORLDWIDE INC
Nagarro Inc Nagarro Inc
Nazca Technologies and Consulting LLC Nazca Technologies and Consulting LLC
Nearpod Inc Nearpod Inc
NELCO MEDIA INC NELCO MEDIA INC
Netsync Network Solutions Netsync Network Solutions
New Beginnings Capital Partnership LLC New Beginnings Capital Partnership LLC
New Trade Winds LLC New Trade Winds LLC
Newbart Products Newbart Products
NEWCOM Wireless Services LLC NEWCOM Wireless Services LLC

Newegg Business Inc Newegg Business Inc
Newline Interactive Newline Interactive
Next Step Innovation Next Step Innovation
NITCO Inc NITCO Inc
Nomic Networks Inc Nomic Networks Inc
NoRedInk Corp NoRedInk Corp
Novel Effect Inc Novel Effect Inc
NUMBEROCK LLC NUMBEROCK LLC
Nutri-Link Technologies Inc Nutri-Link Technologies Inc
OEM Systems and Services Inc OEM Systems and Services Inc
OneScreen Solutions OneScreen Solutions
OneVision Solutions OneVision Solutions
Onset Technologies LLC Onset Technologies LLC
Onward Learning Onward Learning
OSI Hardware OSI Hardware
Owner Insite LLC Owner Insite LLC
Pace Systems Pace Systems
Paragon Compliance LLC Paragon Compliance LLC
Paramount Software Solutions Inc Paramount Software Solutions Inc
ParentSquare Inc ParentSquare Inc
Pathway Communications LTD Pathway Communications LTD
Pathwayz Communications Inc Pathwayz Communications Inc
Pavlov Media Pavlov Media
PC University Distributors Inc PC University Distributors Inc
PCS Personal Computer Systems Inc PCS Personal Computer Systems Inc
PCS Telecom Inc PCS Telecom Inc
Peoples Peoples
Performance Scoring LLC Performance Scoring LLC
Periscope Holdings Inc Periscope Holdings Inc
PickUp Patrol LLC PickUp Patrol LLC
PiggyBack Cabling LLC PiggyBack Cabling LLC
PinPoint PinPoint
Piraino Consulting Inc Piraino Consulting Inc
Piraino Security Solutions Piraino Security Solutions
Pitsco Education LLC Pitsco Education LLC
PlanetBids Inc PlanetBids Inc
Possip Possip
ProLogic ITS LLC ProLogic ITS LLC
ProMAS Technology Works ProMAS Technology Works
Promethean Inc Promethean Inc
ProtekAV ProtekAV
PURELAND SUPPLY PURELAND SUPPLY
PYRAMID SCHOOL PRODUCTS PYRAMID SCHOOL PRODUCTS
QOMO LLC QOMO LLC
R Network Solutions LLC R Network Solutions LLC
Rackspace US Inc Rackspace US Inc
Radio Engineering Industries Radio Engineering Industries

Rally! Education Rally! Education
Rama Computer Technology Rama Computer Technology
Ramsey Education Ramsey Education
Randles & Associates LLC Randles & Associates LLC
Raptor Technologies Raptor Technologies
Reading Horizons Reading Horizons
Red River Technology LLC Red River Technology LLC
Renaissance Learning Inc Renaissance Learning Inc
Responsive Services International Corp Responsive Services International Corp
RetirePC RetirePC
Rex Academy Rex Academy
Rhombus Systems Rhombus Systems
Rifton Equipment Rifton Equipment
Ripple Effects Inc Ripple Effects Inc
Rise Vision Inc Rise Vision Inc
Rivell LLC Rivell LLC
RobotLAB Inc RobotLAB Inc
Ruckus Wireless Inc Ruckus Wireless Inc
Rugged Protection LLC Rugged Protection LLC
S and L Integrated Systems S and L Integrated Systems
S3Consulting LLC S3Consulting LLC
Safari Micro Safari Micro
Sage Integration Holdings LLC Sage Integration Holdings LLC
SanJae Educational Resources Inc SanJae Educational Resources Inc
Schillers Audio Visual Schillers Audio Visual
SchoolMint Inc SchoolMint Inc
Sciens Consulting Sciens Consulting
Scinary Cybersecurity LLC Scinary Cybersecurity LLC
Scott Merriman Inc Scott Merriman Inc
Script It Script It
Security 101 Security 101
Sergeant Laboratories Sergeant Laboratories
Serverless Solutions LLC Serverless Solutions LLC
Service Ninjas Inc Service Ninjas Inc
SHI Government Solutions SHI Government Solutions
Sideline Interactive LLC Sideline Interactive LLC
Silicon Mountain Memory Silicon Mountain Memory
Skydio Inc Skydio Inc
SkyRider Communications Inc SkyRider Communications Inc
Smart Folks Inc Smart Folks Inc
Smart Group Systems Smart Group Systems
Smart Pro Technologies LLC Smart Pro Technologies LLC
Smartcom Telephone LLC Smartcom Telephone LLC
Software 4 Schools Software 4 Schools
Solid IT Networks Solid IT Networks
Sology Solutions Sology Solutions
SonicWall SonicWall

South Western Communications Inc South Western Communications Inc
Southern Computer Warehouse Inc Southern Computer Warehouse Inc
SPARK IT Services LLC SPARK IT Services LLC
Spruce Technology Inc Spruce Technology Inc
Sqooasha Sqooasha
Stars Information Solutions Stars Information Solutions
SteepSteel SteepSteel
Stiles Company Inc Stiles Company Inc
Strictly Technology LLC Strictly Technology LLC
STS Education STS Education
STS360 STS360
Student Conductor Inc Student Conductor Inc
Superior Alarms Superior Alarms
Superior Fiber and Data Services Inc Superior Fiber and Data Services Inc
Sweetwater Sound Inc Sweetwater Sound Inc
SWYE360 LEARNING SWYE360 LEARNING
Synetra Structured Cabling Synetra Structured Cabling
System Five System Five
System Liquidation System Liquidation
Systemates Inc Systemates Inc
Systems Design Systems Design
Tactura Network Solutions LLC Tactura Network Solutions LLC
Tascosa Office Machines Tascosa Office Machines
TCASE Services Inc TCASE Services Inc
Teachers Discovery Inc Teachers Discovery Inc
Teaching Strategies LLC Teaching Strategies LLC
Tech Defenders Tech Defenders
Tech to School Tech to School
TechCycle Solutions TechCycle Solutions
TechFocus TechFocus
Technical Laboratory Systems Inc Technical Laboratory Systems Inc
Technical Security Integration Inc Technical Security Integration Inc
Technisoft Consulting Inc Technisoft Consulting Inc
Technology Group Solutions LLC Technology Group Solutions LLC
Technology Integration Group PC Specialists Inc Technology Integration Group PC Specialists Inc
Technology Providers Inc Technology Providers Inc
TechTerra Education TechTerra Education
Tekgration LLC Tekgration LLC
TELEPRO COMMUNICATIONS TELEPRO COMMUNICATIONS
Televon Televon
Teltech Communications LLC Teltech Communications LLC
Terralogic Solutions Inc Terralogic Solutions Inc
Tevora Business Solutions Inc Tevora Business Solutions Inc
TEXADIA SYSTEMS LLC TEXADIA SYSTEMS LLC
TFE Connect TFE Connect
The ProMedia Group of Tampa Corp The ProMedia Group of Tampa Corp
The Purple Guys LLC The Purple Guys LLC

The Scholastic Network The Scholastic Network
TITAN SPORTS TITAN SPORTS
TKABO TECHNICAL SOLUTIONS LLC TKABO TECHNICAL SOLUTIONS LLC
Tobii Dynavox LLC Tobii Dynavox LLC
Toner Quest Inc Toner Quest Inc
TPx Communications TPx Communications
Trafera LLC Trafera LLC
Transnet Communications Transnet Communications
Transportant Transportant
TriCorps Surveillance TriCorps Surveillance
Trilogy NextGen Trilogy NextGen
True North Consulting Group LLC True North Consulting Group LLC
Tubbesing Services LLC Tubbesing Services LLC
Twotrees Technologies LLC Twotrees Technologies LLC
UDT UDT
Unicorn Magic Unicorn Magic
Unified ConneXions Unified ConneXions
United Commercial Energy Partners United Commercial Energy Partners
United Training United Training
VCRNOW VCRNOW
Verkada Inc. Verkada Inc.
VGI Technology VGI Technology
VIA Technology LLC VIA Technology LLC
Video Reality Video Reality
ViewSonic Corporation ViewSonic Corporation
VIG Solutions Inc VIG Solutions Inc
Virtual Technologies Inc Virtual Technologies Inc
Visionality Visionality
VISUAL AV LLC VISUAL AV LLC
Vivacity Tech PBC Vivacity Tech PBC
VIVO VIVO
Vizipp Inc Vizipp Inc
V-Project Management Consulting LLC V-Project Management Consulting LLC
VSC Fire and Security VSC Fire and Security
Wahsega Labs LLC Wahsega Labs LLC
Waypoint Business Solutions Waypoint Business Solutions
Weaver Technologies LLC Weaver Technologies LLC
WeVideo Inc WeVideo Inc
White River Services and Solutions White River Services and Solutions
White Rock Security Group LLC White Rock Security Group LLC
Windstream Windstream
Wonder Workshop Inc Wonder Workshop Inc
World Wide Technology LLC World Wide Technology LLC
XCal Corp XCal Corp
Xello Inc Xello Inc
XFComputers XFComputers
XtraMath XtraMath

Xtreme Security Fire Xtreme Security Fire
YellowFolder LLC YellowFolder LLC
Zephon LLC Zephon LLC
ZeroDamage Sahara Case LLC ZeroDamage Sahara Case LLC
Zonar Systems Inc Zonar Systems Inc
Zones LLC Zones LLC
zSpace Inc zSpace Inc

AGENDA ITEM NO. 10.13

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

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

Executive Summary
Schools and departments have reported various items as obsolete, traded in on new equipment, unaccounted for, used for parts or stolen, and have requested the items be disposed.

School Board of Manatee County Policy 7320 - Sale, Transfer or Disposal of Real or Tangible Personal Property, outlines the procedures to be followed in the acquisition, supervision, accountability, control, transfer and disposal of the District's property.

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

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

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

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

Recommendation
The Superintendent recommends approval of request to declare surplus and dispose of District tangible personal property greater than $5,000.00. (Possible Incoming Funds to General Fund)

Financial Impact
There is no cost to the General Fund. All assets have fully depreciated. All revenue generated through auction and/or recycling will be placed in the District's General Fund.

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

Attachments:
Surplus List - 1-16-24

Tag Number	Descr	Serial ID	Acq Date	Tran Amt	NBV	Comment
408068	COPIER CANON IMAGEPRESS COLOR	WBC10924	9/25/2018	$ 237,273.05	$ -	OBSOLETE, AUCTION. PREVIOUSLY LEASED WITH $1 BUYOUT. REACHED END OF USEFUL LIFE FOR SDMC AND CANON HAS DECLINED TO OFFER ADDITIONAL SERVICE AND SUPPORT ON DEVICE.
408069	COPIER PRINT SHOP DP130	698502097	9/25/2018	$ 152,504.03	$ -	OBSOLETE, AUCTION. PREVIOUSLY LEASED WITH $1 BUYOUT. NO USEFUL LIFE REMAINING.
408070	COPIER PRINT SHOP DP130	698502316	9/25/2018	$ 60,460.01	$ -	OBSOLETE, AUCTION. PREVIOUSLY LEASED WITH $1 BUYOUT. NO USEFUL LIFE REMAINING.
408071	COPIER PRINT SHOP DP130	698502418	9/25/2018	$ 60,460.01	$ -	OBSOLETE, AUCTION. PREVIOUSLY LEASED WITH $1 BUYOUT. NO USEFUL LIFE REMAINING.
408074	COPIER PRINT SHOP IJET	IJ2907	9/25/2018	$ 27,406.02	$ -	OBSOLETE, AUCTION. PREVIOUSLY LEASED WITH $1 BUYOUT. NO USEFUL LIFE REMAINING.
413659	FIRE TRUCK	4P1CC01A38A008764	4/11/2023	$ 66,887.80	$ -	UNECONOMICAL TO REPAIR. PREVIOUS DONATION FROM EAST MANATEE FIRE RESCUE TO MTC. USED FOR TRAINING IN MTC FIRE PROGRAM, BUT WAS FOUND TO HAVE A BLOWN ENGINE WITH COST TO REPLACE ENGINE ESTIMATED TO BE $20,000-$30,000 AND REPAIRS BEYOND THE SCOPE OF THE MTC DIESEL PROGRAM.
				$ 604,990.92	$ -	

AGENDA ITEM NO. 10.14

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval of the School Capacity Program (No Financial Impact)

Executive Summary
Section 1013.35, Florida Statutes, requires the District School Board shall annually consider and adopt the tentative District Educational Facilities Plan completed and amended pursuant to subsections (2) and (4) of the aforementioned statute. The approved interlocal agreement requires the Board to communicate to the County and affected municipalities its program for increasing student capacity throughout the county.
This School Capacity Program is based on the amended Tentative District Educational Facilities Work Plan to be approved by the Board on January 16, 2024. School Board approval of this program is required by the interlocal agreement.

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

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

Recommendation
The Superintendent recommends approval of the School Capacity Program (No Financial Impact).

Financial Impact
There is no financial impact.

Attachments:
2023-24_School_Capacity_Program.pdf

INTRODUCTION

The premise of concurrency is that the public facilities will be provided in order to achieve and maintain the adopted level-of-service standard, Florida Statutes 163.3180(6)(g). These standards were adopted to make concurrency more predictable and local governments more accountable.

The School Capacity Program is consistent with the capacity improvements from the 5-Year district facilities work plan including improvements which ensure the level of service standards will be achieved and maintained by the end of the five year period. The School Capacity Program identifies capacity projects due to planned development student growth beyond the Department of Education's student projections.

AUTHORITY

Florida Statutes Intergovernmental Programs 163.3180(6)(g)

The capital improvements element shall identify facilities necessary to meet adopted levels of services during a 5-year period consistent with the school board's educational facilities plan.

CERTIFICATION

We certify that all information provided in the School Capacity Program is accurate and financially feasible. The district Superintendent and Chief Financial Office have approved the information contained with the School Capacity Program and approve submission to the local governments for approval in accordance with the Amended and Restated Interlocal Agreement for Public School Facilities Planning.

DISTRICT SUPERINTENDENT _____ **DATE:** _____

CHIEF FINANCIAL OFFICER _____ **DATE:** _____

SUMMARY OF REVENUE AND EXPENDITURES

This schedule indicates total estimated capital outlay revenue available for the total expenditures related to capacity projects in the district facilities work program.

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	Five Year Total
Revenue:						
Beginning Impact Fee Balance	$ 71,568,335	$ 22,468,153	$ 2,188,409	$ 3,589,911	$ 26,490,817	$ 71,568,335
Impact Fees	33,400,906	31,400,906	31,400,906	31,400,906	31,400,906	159,004,530
Other Revenue Sources	9,680,800	89,250,000	140,949,440	73,500,000	-	313,380,241
Total Revenue	114,650,041	143,119,059	174,538,755	108,490,817	57,891,723	543,953,105
Expenditures:						
Total Capacity Projects Scheduled:	92,181,888	140,930,650	170,948,844	82,000,000	23,624,000	509,685,382
Ending Impact Fee Balance:	$ 22,468,153	$ 2,188,409	$ 3,589,911	$ 26,490,817	$ 34,267,723	$ 34,267,723

Note: Other sources of revenue will be utilized for projects as needed

REVENUE - CAPACITY IMPROVEMENTS

This schedule indicates estimated capital outlay revenue from each currently approved source which is estimated to be available to fund capacity projects included in the district facilities work program.

Item Name	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	Five Year Total
Impact Fee Beginning Balance	$ 71,568,335	$ 22,468,153	$ 2,188,409	$ 3,589,911	$ 26,490,817	$ 71,568,335
Impact Fee Revenue & Interest Earnings	33,400,906	31,400,906	31,400,906	31,400,906	31,400,906	159,004,530
Certificates of Participation	9,680,800	56,000,000	132,500,000	73,500,000	-	271,680,800
Local 1.50 Mill Capital Outlay Revenue	-	9,500,000		-	-	9,500,000
Sales Tax Revenue	-	23,750,000	10,449,440	-	-	34,199,440
Subtotal:	**$ 114,650,041**	**$ 143,119,059**	**$ 176,538,755**	**$ 108,490,817**	**$ 57,891,723**	**$ 545,953,105**

EXPENDITURES - CAPACITY PROJECTS SCHEDULE

Location	Sq Ft	Service Area	Year Open	Student Stations		Prior Years Expenditures	Year 1 2023-2024	Year 2 2024-2025	Year 3 2025-2026	Year 4 2026-2027	Year 5 2027-2028	Five Year Total	Total Appropriations
Elementary School													
Freedom Elementary - Classroom Wing Addition	8,429	2	2023-2024	144	*	3,676,891	873,109	-	-	-	-	873,109	4,550,000
New Elementary School - North County Rye Ranch	105,500	2	2026-2027	900	*	-	-	28,000,000	28,000,000	-	-	56,000,000	56,000,000
New Elementary School - Artisan Lakes	105,500	1	2026-2027	900	*	-	-	28,000,000	28,000,000	-	-	56,000,000	56,000,000
Tara Elementary - Classroom Wing Addition	5,165	3	2025-2026	80	*	-	3,760,800	-	-	-	-	3,760,800	3,760,800
		Total Elementary:		**2,024**		**3,676,891**	**4,633,909**	**56,000,000**	**56,000,000**	**-**	**-**	**116,633,909**	**120,310,800**
Middle School													
Buffalo Creek Middle School - Classroom Wing Addition (media center)	18,445	1	2023-2024	242	*	7,502,268	5,585,293	-	-	-	-	5,585,293	13,087,561
New Middle School -North River Ranch	157,500	1	2026-2027	1,268	*	260	21,499,740	43,500,000	10,000,000	-	-	74,999,740	75,000,000
Nolan Middle School Addition	8,500	2	2028-2029	176	^	-	-	-	-	-	5,964,800	5,964,800	5,964,800
Carlos B. Haile Middle School - Classroom Wing Addition	15,145	2	2024-2025	220	*	-	5,920,000	-	-	-	-	5,920,000	5,920,000
		Total Middle:		**1,906**		**$ 7,502,528**	**$ 33,005,033**	**$ 43,500,000**	**$ 10,000,000**	**$ -**	**$ 5,964,800**	**$ 92,469,833**	**$ 99,972,361**
K-8 School													
New K-8 School -East County -SMR Acedemic Avenue	204,000	2	2025-2026	1,692	*	42,387	27,027,560	41,430,650	28,448,844	-	-	96,907,054	96,949,441
		Total K-8:		**1,692**		**$ 42,387**	**$ 27,027,560**	**$ 41,430,650**	**$ 28,448,844**	**$ -**	**$ -**	**$ 96,907,054**	**$ 96,949,441**
High School													
Braden River High School - Classroom Wing Addition	14,565	3	2028-2029	250	*	-	-	-	-	-	9,159,200	9,159,200	9,159,200
Lakewood Ranch High School - Classroom Wing Addition	31,820	2	2023-2024	550	*	7,766,787	11,068,213	-	-	-	-	11,068,213	18,835,000
New High School-Rangeland Parkway Rt 70	244,500	2	2027-2028	1,987	*	-	-	-	76,500,000	73,500,000	-	150,000,000	150,000,000
Parrish Community High School - Classroom Wing Addition	22,737	1	2024-2025	400	*	116,813	14,883,187	-	-	-	-	14,883,187	15,000,000
		Total High:		**3,187**		**$ 7,883,600**	**$ 25,951,400**	**$ -**	**$ 76,500,000**	**$ 73,500,000**	**$ 9,159,200**	**$ 185,110,600**	**$ 192,994,200**
Miscellaneous													
Final payments on completed School Capacity Projects						-	63,986	-	-	-	-	63,986	63,986
Debt Payments on Impact Fee Projects						-	-	-	-	8,500,000	8,500,000	17,000,000	17,000,000
Site Acquisition						-	1,500,000	-	-	-	-	1,500,000	1,500,000
		Total Miscellaneous:				**$ -**	**$ 1,563,986**	**$ -**	**$ -**	**$ 8,500,000**	**$ 8,500,000**	**$ 18,563,986**	**$ 18,563,986**
		Total:		**8,809**		**$ 19,105,405**	**$ 92,181,888**	**$ 140,930,650**	**$ 170,948,844**	**$ 82,000,000**	**$ 23,624,000**	**$ 509,685,382**	**$ 528,790,787**

** The year open and student station amounts may vary once the project is designed*

AGENDA ITEM NO. 10.15

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval of the District Educational Facilities Work Plan (No Financial Impact)

Executive Summary
Section 1013.35, Florida Statutes, requires the District School Board shall annually consider and adopt the District Educational Facilities Work Plan completed and amended pursuant to subsections (2) and (4) of the aforementioned statute. The statute also allows for amendments to the plan, as necessary. The statute requires that the adopted District Educational Facilities Plan shall:
Be a complete, balanced, and financially feasible capital outlay financial plan for the District.
Be set forth in the proposed commitments and planned expenditures of the District to address the educational facilities needs of its students and to adequately provide for the maintenance of the educational plants and ancillary facilities, including safe access ways from neighborhoods to schools

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

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

Recommendation
The Superintendent recommends approval of the District Educational Facilities Work Plan (No Financial Impact).

Financial Impact
There is no financial impact.

Attachments:
Work_Plan_District_Report_FINAL.pdf

INTRODUCTION

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the districts capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.
If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.
If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

Summary of revenue/expenditures available for new construction and remodeling projects only.

	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	Five Year Total
Total Revenues	$413,184,118	$403,452,527	$348,491,653	$253,961,660	$180,771,674	$1,599,861,632
Total Project Costs	$413,184,118	$403,452,527	$348,491,653	$253,961,660	$180,771,674	$1,599,861,632
Difference (Remaining Funds)	$0	$0	$0	$0	$0	$0

District MANATEE COUNTY SCHOOL DISTRICT

Fiscal Year Range

CERTIFICATION

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption

Work Plan Submittal Date

DISTRICT SUPERINTENDENT

CHIEF FINANCIAL OFFICER

DISTRICT POINT-OF-CONTACT PERSON

JOB TITLE

PHONE NUMBER

E-MAIL ADDRESS

Expenditures

Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item	2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
HVAC	$7,185,682	$4,025,000	$1,725,000	$0	$1,725,000	$14,660,682
Locations:	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND SUPPORT CENTER, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON K-8, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE CENTER, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Flooring	$5,812,667	$3,339,062	$3,042,607	$1,150,000	$1,500,000	$14,844,336
Locations:	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND SUPPORT CENTER, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON K-8, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE CENTER, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Roofing	$7,687,072	$4,000,000	$3,000,000	$4,000,000	$5,000,000	$23,687,072
Locations:	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND SUPPORT CENTER, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON K-8, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE CENTER, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					

Safety to Life	$1,426,711	$594,826	$594,826	$552,800	$500,000	$3,669,163
Locations:	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND SUPPORT CENTER, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON K-8, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE CENTER, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Fencing	$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.					
Parking	$453,283	$145,200	$111,000	$207,080	$73,000	$989,563
Locations:	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND SUPPORT CENTER, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON K-8, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE CENTER, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Electrical	$1,205,090	$425,000	$390,000	$150,000	$250,000	$2,420,090
Locations:	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND SUPPORT CENTER, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON K-8, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE CENTER, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Fire Alarm	$2,328,434	$1,725,000	$1,400,000	$1,200,000	$1,600,000	$8,253,434

Locations:	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND SUPPORT CENTER, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON K-8, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE CENTER, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Telephone/Intercom System		$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.						
Closed Circuit Television		$2,200,000	$1,035,000	$1,160,000	$1,255,000	$750,000	$6,400,000
Locations:	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND SUPPORT CENTER, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON K-8, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE CENTER, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Paint		$4,900,063	$3,400,000	$2,300,000	$2,100,000	$5,700,000	$18,400,063
Locations:	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND SUPPORT CENTER, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON K-8, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE CENTER, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Maintenance/Repair		$14,388,944	$11,795,314	$12,291,924	$12,892,770	$13,300,423	$64,669,375

Locations:	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND SUPPORT CENTER, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON K-8, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE CENTER, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Sub Total:	**$47,587,946**	**$30,484,402**	**$26,015,357**	**$23,507,650**	**$30,398,423**	**$157,993,778**

PECO Maintenance Expenditures	$0	$0	$0	$0	$0	$0
1.50 Mill Sub Total:	$49,934,132	$32,515,802	$27,709,257	$24,957,930	$31,544,923	$166,662,044

Other Items	2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
Lighting	$619,376	$735,000	$447,000	$286,000	$215,000	$2,302,376
Locations	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND SUPPORT CENTER, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON K-8, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE CENTER, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Playcourts/Playgrounds	$1,096,587	$914,400	$816,900	$668,280	$571,500	$4,067,667
Locations	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND SUPPORT CENTER, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON K-8, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE CENTER, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					

Plumbing		$90,223	$132,000	$110,000	$176,000	$110,000	$618,223
Locations	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND SUPPORT CENTER, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON K-8, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE CENTER, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY						
Uninsured Property Loss		$150,000	$150,000	$150,000	$150,000	$150,000	$750,000
Locations	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND SUPPORT CENTER, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON K-8, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE CENTER, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY						
Bleachers		$190,000	$0	$70,000	$70,000	$0	$330,000
Locations	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND SUPPORT CENTER, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON K-8, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE CENTER, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY						
Improvement Projects		$200,000	$100,000	$100,000	$100,000	$100,000	$600,000
Locations	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND SUPPORT CENTER, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON K-8, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE CENTER, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY						
	Total:	**$49,934,132**	**$32,515,802**	**$27,709,257**	**$24,957,930**	**$31,544,923**	**$166,662,044**

Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
Remaining Maint and Repair from 1.5 Mills	$49,934,132	$32,515,802	$27,709,257	$24,957,930	$31,544,923	$166,662,044
Maintenance/Repair Salaries	$8,500,000	$8,500,000	$8,500,000	$8,500,000	$8,500,000	$42,500,000
School Bus Purchases	$2,192,965	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$8,192,965
Other Vehicle Purchases	$555,150	$401,918	$500,614	$320,938	$567,735	$2,346,355
Capital Outlay Equipment	$2,167,878	$1,090,000	$1,090,000	$1,090,000	$1,090,000	$6,527,878
Rent/Lease Payments	$0	$0	$0	$0	$0	$0
COP Debt Service	$21,073,741	$21,001,118	$29,504,860	$29,503,535	$29,499,250	$130,582,504
Rent/Lease Relocatables	$0	$0	$0	$0	$0	$0
Environmental Problems	$0	$0	$0	$0	$0	$0
s.1011.14 Debt Service	$0	$0	$0	$0	$0	$0
Special Facilities Construction Account	$0	$0	$0	$0	$0	$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	$5,500,000	$4,220,000	$4,220,000	$4,220,000	$4,220,000	$22,380,000
Qualified School Construction Bonds (QSCB)	$557,209	$516,249	$475,288	$434,328	$393,367	$2,376,441
Qualified Zone Academy Bonds (QZAB)	$0	$0	$0	$0	$0	$0
Charter Schools Sales Tax	$1,172,133	$0	$0	$0	$0	$1,172,133
Facility Project Management	$1,905,000	$1,905,000	$1,905,000	$1,905,000	$1,905,000	$9,525,000
Technology	$12,087,095	$13,571,348	$13,124,967	$13,153,532	$13,168,979	$65,105,921
Transportation-School Bus Drivers	$3,500,000	$4,000,000	$4,000,000	$4,000,000	$4,000,000	$19,500,000
Charter School Share of 1.5 Mil	$2,078,883	$3,661,146	$6,584,685	$8,621,468	$10,776,834	$31,723,016
Local Expenditure Totals:	**$111,224,186**	**$92,882,581**	**$99,114,671**	**$98,206,731**	**$107,166,088**	**$508,594,257**

Revenue

1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2023 - 2024 Actual Value	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
(1) Non-exempt property assessed valuation		$72,173,995,678	$75,889,900,000	$80,937,200,000	$86,576,800,000	$92,387,300,000	$407,965,195,678
(2) The Millage projected for discretionary capital outlay per s.1011.71		1.50	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		$121,252,313	$127,495,032	$135,974,496	$145,449,024	$155,210,664	$685,381,529
(4) Value of the portion of the 1.50 -Mill ACTUALLY levied	370	$103,930,554	$109,281,456	$116,549,568	$124,670,592	$133,037,712	$587,469,882
(5) Difference of lines (3) and (4)		$17,321,759	$18,213,576	$19,424,928	$20,778,432	$22,172,952	$97,911,647

PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
PECO New Construction	340	$4,770,785	$0	$0	$0	$0	$4,770,785
PECO Maintenance Expenditures		$0	$0	$0	$0	$0	$0
		$4,770,785	**$0**	**$0**	**$0**	**$0**	**$4,770,785**

CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
CO & DS Cash Flow-through Distributed	360	$1,567,895	$1,567,895	$1,567,895	$1,567,895	$1,567,895	$7,839,475
CO & DS Interest on Undistributed CO	360	$28,991	$28,991	$28,991	$28,991	$28,991	$144,955
		$1,596,886	**$1,596,886**	**$1,596,886**	**$1,596,886**	**$1,596,886**	**$7,984,430**

Fair Share Revenue Source

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program.

Nothing reported for this section.

Sales Surtax Referendum

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2022 - 2023? No

Additional Revenue Source

Any additional revenue sources

Item	2023 - 2024 Actual Value	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
Proceeds from Certificates of Participation (COP's) Sale	$0	$262,000,000	$0	$0	$0	$262,000,000
Classrooms First Bond proceeds amount authorized in FY 1997-98	$0	$0	$0	$0	$0	$0
Classrooms for Kids	$0	$0	$0	$0	$0	$0
District Equity Recognition	$0	$0	$0	$0	$0	$0
Federal Grants	$0	$0	$0	$0	$0	$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	$0	$0	$0	$0	$0	$0
Impact fees received	$33,150,906	$31,150,906	$31,150,906	$31,150,906	$31,150,906	$157,754,530
Private donations	$0	$0	$0	$0	$0	$0
Grants from local governments or not-for-profit organizations	$3,555,937	$0	$0	$0	$0	$3,555,937
Interest, Including Profit On Investment	$7,515,668	$3,082,709	$500,000	$500,000	$500,000	$12,098,377
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	$0	$0	$0	$0	$0	$0
Total Fund Balance Carried Forward	$330,606,188	$47,865,206	$254,286,876	$148,481,890	$73,546,661	$854,786,821
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
Special Facilities Construction Account	$0	$0	$0	$0	$0	$0
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	($12,487,625)	($12,478,625)	($12,464,750)	($12,455,000)	($12,443,250)	($62,329,250)
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
Proceeds from a s.1011.14/15 F.S. Loans	$0	$0	$0	$0	$0	$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	$0	$0	$0	$0	$0	$0
Proceeds from Special Act Bonds	$0	$0	$0	$0	$0	$0
Estimated Revenue from CO & DS Bond Sale	$0	$0	$0	$0	$0	$0
Proceeds from Voted Capital Improvements millage	$0	$0	$0	$0	$0	$0
Other Revenue for Other Capital Projects	$79,875	$79,875	$79,875	$79,875	$79,875	$399,375
Proceeds from 1/2 cent sales surtax authorized by school board	$51,689,130	$53,756,695	$55,906,963	$58,143,242	$60,468,972	$279,965,002
Proceeds from local governmental infrastructure sales surtax	$0	$0	$0	$0	$0	$0
Subtotal	**$414,110,079**	**$385,456,766**	**$329,459,870**	**$225,900,913**	**$153,303,164**	**$1,508,230,792**

Total Revenue Summary

Item Name	2023 - 2024 Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	$103,930,554	$109,281,456	$116,549,568	$124,670,592	$133,037,712	$587,469,882
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	($111,224,186)	($92,882,581)	($99,114,671)	($98,206,731)	($107,166,088)	($508,594,257)
PECO Maintenance Revenue	$0	$0	$0	$0	$0	$0
Available 1.50 Mill for New Construction	**($7,293,632)**	**$16,398,875**	**$17,434,897**	**$26,463,861**	**$25,871,624**	**$78,875,625**

Item Name	2023 - 2024 Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Five Year Total
CO & DS Revenue	$1,596,886	$1,596,886	$1,596,886	$1,596,886	$1,596,886	$7,984,430
PECO New Construction Revenue	$4,770,785	$0	$0	$0	$0	$4,770,785
Other/Additional Revenue	$414,110,079	$385,456,766	$329,459,870	$225,900,913	$153,303,164	$1,508,230,792
Total Additional Revenue	**$420,477,750**	**$387,053,652**	**$331,056,756**	**$227,497,799**	**$154,900,050**	**$1,520,986,007**
Total Available Revenue	**$413,184,118**	**$403,452,527**	**$348,491,653**	**$253,961,660**	**$180,771,674**	**$1,599,861,632**

Project Schedules

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	Total	Funded
Classroom Wing Addition	LAKEWOOD RANCH SENIOR HIGH	Planned Cost:	$11,068,213	$0	$0	$0	$0	$11,068,213	Yes
		Student Stations:	550	0	0	0	0	550	
		Total Classrooms:	22	0	0	0	0	22	
		Gross Sq Ft:	31,820	0	0	0	0	31,820	

Classroom Wing Addition	FREEDOM ELEMENTARY	Planned Cost:	$873,109	$0	$0	$0	$0	$873,109	Yes
		Student Stations:	144	0	0	0	0	144	
		Total Classrooms:	8	0	0	0	0	8	
		Gross Sq Ft:	8,429	0	0	0	0	8,429	
Classroom Wing Addition	CARLOS E HAILE MIDDLE	Planned Cost:	$5,920,000	$0	$0	$0	$0	$5,920,000	Yes
		Student Stations:	220	0	0	0	0	220	
		Total Classrooms:	10	0	0	0	0	10	
		Gross Sq Ft:	15,145	0	0	0	0	15,145	
Classroom Wing Addition	TARA ELEMENTARY	Planned Cost:	$3,760,800	$0	$0	$0	$0	$3,760,800	Yes
		Student Stations:	80	0	0	0	0	80	
		Total Classrooms:	4	0	0	0	0	4	
		Gross Sq Ft:	5,165	0	0	0	0	5,165	
Classroom Wing Addition with Media Center	BUFFALO CREEK MIDDLE	Planned Cost:	$5,585,293	$0	$0	$0	$0	$5,585,293	Yes
		Student Stations:	242	0	0	0	0	242	
		Total Classrooms:	13	0	0	0	0	13	
		Gross Sq Ft:	18,445	0	0	0	0	18,445	
New K-8 School-East County	Location not specified	Planned Cost:	$27,027,560	$41,430,650	$28,448,844	$0	$0	$96,907,054	Yes
		Student Stations:	0	0	1,692	0	0	1,692	
		Total Classrooms:	0	0	76	0	0	76	
		Gross Sq Ft:	0	0	204,000	0	0	204,000	
New Middle School North County-North River Ranch	Location not specified	Planned Cost:	$21,499,740	$43,500,000	$10,000,000	$0	$0	$74,999,740	Yes
		Student Stations:	0	0	1,268	0	0	1,268	
		Total Classrooms:	0	0	54	0	0	54	
		Gross Sq Ft:	0	0	157,500	0	0	157,500	
New Elementary School North County-Rye Ranch	Location not specified	Planned Cost:	$0	$28,000,000	$28,000,000	$0	$0	$56,000,000	Yes

		Student Stations:	0	0	900	0	0	900	
		Total Classrooms:	0	0	50	0	0	50	
		Gross Sq Ft:	0	0	105,500	0	0	105,500	
Addition	BRADEN RIVER HIGH	Planned Cost:	$0	$0	$0	$0	$9,159,200	$9,159,200	Yes
		Student Stations:	0	0	0	0	250	250	
		Total Classrooms:	0	0	0	0	10	10	
		Gross Sq Ft:	0	0	0	0	14,565	14,565	
Addition	PARRISH COMMUNITY HIGH SC.	Planned Cost:	$14,883,187	$0	$0	$0	$0	$14,883,187	Yes
		Student Stations:	400	0	0	0	0	400	
		Total Classrooms:	16	0	0	0	0	16	
		Gross Sq Ft:	22,737	0	0	0	0	22,737	
New Elementary School-Artisan Lakes	Location not specified	Planned Cost:	$0	$28,000,000	$28,000,000	$0	$0	$56,000,000	Yes
		Student Stations:	0	0	900	0	0	900	
		Total Classrooms:	0	0	50	0	0	50	
		Gross Sq Ft:	0	0	105,500	0	0	105,500	
Addition	R DAN NOLAN MIDDLE	Planned Cost:	$0	$0	$0	$0	$5,964,800	$5,964,800	Yes
		Student Stations:	0	0	0	0	176	176	
		Total Classrooms:	0	0	0	0	8	8	
		Gross Sq Ft:	0	0	0	0	8,500	8,500	
New High School-Rangeland Parkway Rt 70	Location not specified	Planned Cost:	$0	$0	$76,500,000	$73,500,000	$0	$150,000,000	Yes
		Student Stations:	0	0	0	1,987	0	1,987	
		Total Classrooms:	0	0	0	76	0	76	
		Gross Sq Ft:	0	0	0	244,500	0	244,500	

Planned Cost:	**$90,617,902**	**$140,930,650**	**$170,948,844**	**$73,500,000**	**$15,124,000**	**$491,121,396**
Student Stations:	**1,636**	**0**	**4,760**	**1,987**	**426**	**8,809**
Total Classrooms:	**73**	**0**	**230**	**76**	**18**	**397**
Gross Sq Ft:	**101,741**	**0**	**572,500**	**244,500**	**23,065**	**941,806**

Other Project Schedules

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total	Funded
New Auditorium	BAYSHORE SENIOR HIGH	$0	$0	$3,145,920	$20,000,000	$0	$23,145,920	Yes
Renovation/Replacement	BLACKBURN ELEMENTARY	$31,917,086	$0	$0	$0	$0	$31,917,086	Yes
Law Academy Range	MANATEE TECHNICAL COLLEGE	$4,540,785	$0	$0	$0	$0	$4,540,785	Yes
Replacement School	W D SUGG MIDDLE	$5,230,691	$0	$0	$0	$0	$5,230,691	Yes
Renovation	TARA ELEMENTARY	$28,457,482	$0	$0	$0	$0	$28,457,482	Yes
TV Studio	MANATEE SENIOR HIGH	$27,211	$0	$0	$0	$0	$27,211	Yes
Renovation	BRADEN RIVER MIDDLE	$316,953	$0	$0	$0	$0	$316,953	Yes
Renovations/HVAC	SCHOOL SUPPORT CENTER	$16,700,000	$0	$0	$0	$0	$16,700,000	Yes
Rubber Tracks	SOUTHEAST SENIOR HIGH	$177,321	$0	$0	$0	$0	$177,321	Yes
Renovations	PALMETTO SENIOR HIGH	$31,206,082	$0	$0	$0	$0	$31,206,082	Yes
Various Sites - Security Fencing	Location not specified	$855,751	$400,000	$400,000	$400,000	$400,000	$2,455,751	Yes
Renovation	CARLOS E HAILE MIDDLE	$38,424,599	$0	$0	$0	$0	$38,424,599	Yes
High School Field Upgrades	Location not specified	$8,983,943	$3,420,000	$0	$0	$0	$12,403,943	Yes
Renovation	ONECO ELEMENTARY	$33,605,921	$0	$0	$0	$0	$33,605,921	Yes
Roof Replacement	SEA BREEZE ELEMENTARY	$1,054,615	$0	$0	$0	$0	$1,054,615	Yes
Science Building	SOUTHEAST SENIOR HIGH	$10,936,936	$0	$0	$0	$0	$10,936,936	Yes
Construction Professional & Technical Services	Location not specified	$214,999	$215,001	$214,999	$214,999	$215,002	$1,075,000	Yes
Vestibules for School Safety	Location not specified	$1,286,043	$700,000	$700,000	$700,000	$700,000	$4,086,043	Yes
Site Acquisition	Location not specified	$1,500,000	$0	$0	$0	$0	$1,500,000	Yes
Paint & Roof	BAYSHORE SENIOR HIGH	$2,974,365	$0	$0	$0	$0	$2,974,365	Yes
Roof	LAKEWOOD RANCH SENIOR HIGH	$3,500,000	$0	$0	$0	$0	$3,500,000	Yes
Outdoor Ampitheater	ELECTA ARCOTTE LEE MIDDLE	$500,000	$0	$0	$0	$0	$500,000	Yes
Paint and Roof	MANATEE SENIOR HIGH	$3,486,130	$0	$0	$0	$0	$3,486,130	Yes
Office Renovations	MATZKE SUPPORT CENTER	$9,486	$0	$0	$0	$0	$9,486	Yes
School Entrance Repairs	VIRGIL MILLS ELEMENTARY	$70,349	$0	$0	$0	$0	$70,349	Yes
Access Drive	MANATEE TECHNICAL COLLEGE	$850,000	$0	$0	$0	$0	$850,000	Yes
Addition/Expansion	MANATEE TECHNICAL COLLEGE	$7,550,990	$2,000,000	$0	$0	$0	$9,550,990	Yes

Renovation	H S MOODY ELEMENTARY	$0	$0	$0	$30,000,000	$0	$30,000,000	Yes
Renovation	MYAKKA CITY ELEMENTARY	$0	$0	$24,600,000	$0	$0	$24,600,000	Yes
Renovation	JAMES TILLMAN ELEMENTARY	$0	$0	$0	$31,000,000	$0	$31,000,000	Yes
MCR Health Clinic	Location not specified	$397,656	$0	$0	$0	$0	$397,656	Yes
Renovation for Car Lift	MANATEE TECHNICAL COLLEGE	$10,552	$0	$0	$0	$0	$10,552	Yes
Renovation	PALMA SOLA ELEMENTARY	$28,999,386	$0	$0	$0	$0	$28,999,386	Yes
Concession/Restrooms	PALMETTO SENIOR HIGH	$1,200,000	$0	$0	$0	$0	$1,200,000	Yes
Renovation	WILLIAM MONROE ROWLETT ELEMENTARY	$0	$0	$0	$0	$20,000,000	$20,000,000	Yes
Bus Hubs (2)	Location not specified	$1,500,000	$1,500,000	$0	$0	$0	$3,000,000	Yes
Media Centers	Location not specified	$1,223,256	$0	$0	$0	$0	$1,223,256	Yes
Safety Communication System	Location not specified	$941,901	$0	$0	$0	$0	$941,901	Yes
Auditorium -balance to complete	PALM VIEW K-8	$2,921	$0	$0	$0	$0	$2,921	Yes
Fencing and Playground Improvements	BALLARD ELEMENTARY	$55,000	$0	$0	$0	$0	$55,000	Yes
Renovation	BALLARD ELEMENTARY	$0	$0	$0	$24,600,000	$0	$24,600,000	Yes
Renovation	SARA SCOTT HARLLEE CENTER	$0	$0	$0	$0	$20,000,000	$20,000,000	Yes
Cafe Projection Project	MARJORIE G KINNAN ELEMENTARY	$25,000	$0	$0	$0	$0	$25,000	Yes
Auditorium Renovations	MANATEE ELEMENTARY	$467,600	$0	$0	$0	$0	$467,600	Yes
Aircraft Maintenance Tech Program at SRQ	MANATEE TECHNICAL COLLEGE	$5,500,000	$0	$0	$0	$0	$5,500,000	Yes
		$274,701,010	**$8,235,001**	**$29,060,919**	**$106,914,999**	**$41,315,002**	**$460,226,931**	

Additional Project Schedules

Any projects that are not identified in the last approved educational plant survey.

Project Description	Location	Num Classrooms	2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total	Funded
Projects prioritized as indicated by needs assessment to be performed.	Location not specified	0	$47,865,206	$254,286,876	$148,481,890	$73,546,661	$124,332,672	$648,513,305	Yes
		0	**$47,865,206**	**$254,286,876**	**$148,481,890**	**$73,546,661**	**$124,332,672**	**$648,513,305**	

Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

Tracking

Capacity Tracking

Location	2023 - 2024 Satis. Stu. Sta.	Actual 2023 - 2024 FISH Capacity	Actual 2022 - 2023 COFTE	# Class Rooms	Actual Average 2023 - 2024 Class Size	Actual 2023 - 2024 Utilization	New Stu. Capacity	New Rooms to be Added/Removed	Projected 2027 - 2028 COFTE	Projected 2027 - 2028 Utilization	Projected 2027 - 2028 Class Size
ANNA MARIA ELEMENTARY	301	301	195	16	12	65.00 %	0	0	201	67.00 %	13
BALLARD ELEMENTARY	479	479	388	25	16	81.00 %	0	0	400	84.00 %	16
BAYSHORE ELEMENTARY	746	746	677	41	17	91.00 %	0	0	700	94.00 %	17
DUETTE ELEMENTARY	0	0	0	0	0	0.00 %	0	0	0	0.00 %	0
MANATEE ELEMENTARY	731	731	507	37	14	69.00 %	0	0	450	62.00 %	12
MANATEE SENIOR HIGH	2,753	2,615	1,933	111	17	74.00 %	0	0	1,800	69.00 %	16
MANATEE TECHNICAL COLLEGE	1,171	1,405	33	64	1	2.00 %	0	0	0	0.00 %	0
JESSIE P MILLER ELEMENTARY	822	822	584	46	13	71.00 %	0	0	563	68.00 %	12
MYAKKA CITY ELEMENTARY	397	397	300	22	14	76.00 %	0	0	300	76.00 %	14
ONECO ELEMENTARY	690	690	593	37	16	86.00 %	0	0	570	83.00 %	15
PALM VIEW K-8	798	718	647	40	16	90.00 %	0	0	574	80.00 %	14
PALMA SOLA ELEMENTARY	740	740	409	40	10	55.00 %	0	0	389	53.00 %	10
PALMETTO SENIOR HIGH	2,428	2,306	2,057	99	21	89.00 %	0	0	1,775	77.00 %	18
ROBERT H PRINE ELEMENTARY	897	897	714	50	14	80.00 %	0	0	740	82.00 %	15
BLANCHE H DAUGHTREY ELEMENTARY	860	860	749	48	16	87.00 %	0	0	690	80.00 %	14
SAMOSET ELEMENTARY	679	679	577	37	16	85.00 %	0	0	535	79.00 %	14
SOUTHEAST SENIOR HIGH	2,025	1,923	1,663	89	19	86.00 %	0	0	1,249	65.00 %	14
LINCOLN MEMORIAL ACADEMY	1,107	996	418	47	9	42.00 %	0	0	453	45.00 %	10
JAMES TILLMAN ELEMENTARY	722	722	565	39	14	78.00 %	0	0	530	73.00 %	14
BLACKBURN ELEMENTARY	805	805	507	44	12	63.00 %	0	0	420	52.00 %	10
W D SUGG MIDDLE	1,127	1,014	1,017	48	21	100.00 %	0	0	1,000	99.00 %	21

SARA SCOTT HARLLEE CENTER	975	877	29	47	1	3.00 %	0	0	0	0.00 %	0
H S MOODY ELEMENTARY	747	747	609	39	16	82.00 %	0	0	585	78.00 %	15
MARTHA B KING MIDDLE	1,381	1,242	848	59	14	68.00 %	0	0	915	74.00 %	16
FLORINE J ABEL ELEMENTARY	600	600	473	32	15	79.00 %	0	0	475	79.00 %	15
IDA M STEWART ELEMENTARY	540	540	362	30	12	67.00 %	0	0	389	72.00 %	13
WILLIAM H BASHAW ELEMENTARY	770	770	645	42	15	84.00 %	0	0	672	87.00 %	16
BRADEN RIVER ELEMENTARY	723	723	537	38	14	74.00 %	0	0	551	76.00 %	15
BRADEN RIVER MIDDLE	1,454	1,308	816	62	13	62.00 %	0	0	920	70.00 %	15
SEA BREEZE ELEMENTARY	736	736	477	40	12	65.00 %	0	0	485	66.00 %	12
TARA ELEMENTARY	791	791	525	43	12	66.00 %	80	4	562	65.00 %	12
LOUISE ROGERS JOHNSON K-8	1,421	1,278	898	62	14	70.00 %	0	0	991	78.00 %	16
GENE WITT ELEMENTARY	852	852	663	46	14	78.00 %	0	0	712	84.00 %	15
LINCOLN MEMORIAL ELEMENTARY LEASE BLDG	0	0	0	0	0	0.00 %	0	0	0	0.00 %	0
CARLOS E HAILE MIDDLE	1,091	981	735	47	16	75.00 %	220	10	889	74.00 %	16
LAKEWOOD RANCH SENIOR HIGH	2,989	2,839	2,222	123	18	78.00 %	550	22	1,700	50.00 %	12
BAYSHORE SENIOR HIGH	2,478	2,354	1,403	99	14	60.00 %	0	0	1,100	47.00 %	11
ELECTA ARCOTTE LEE MIDDLE	1,142	1,027	753	49	15	73.00 %	0	0	750	73.00 %	15
WILLIAM MONROE ROWLETT ELEMENTARY	948	948	918	48	19	97.00 %	0	0	0	0.00 %	0
MARJORIE G KINNAN ELEMENTARY	659	659	484	35	14	73.00 %	0	0	500	76.00 %	14
GILBERT W MCNEAL ELEMENTARY	752	752	644	43	15	86.00 %	0	0	640	85.00 %	15
FREEDOM ELEMENTARY	890	890	547	50	11	61.00 %	144	8	600	58.00 %	10
R DAN NOLAN MIDDLE	1,093	983	752	47	16	76.00 %	176	8	924	80.00 %	17
VIRGIL MILLS ELEMENTARY	1,020	1,020	775	54	14	76.00 %	0	0	830	81.00 %	15
BRADEN RIVER HIGH	2,180	2,071	1,695	88	19	82.00 %	250	10	1,625	70.00 %	17
WILLIS ELEMENTARY	828	828	726	45	16	88.00 %	0	0	760	92.00 %	17
HORIZONS ACADEMY	480	480	395	21	19	82.00 %	0	0	300	62.00 %	14
ANNIE WILLIAMS ELEMENTARY	960	978	764	52	15	78.00 %	0	0	834	85.00 %	16
GULLETT ELEMENTARY	1,101	1,101	1,131	60	19	103.00 %	0	0	1,252	114.00 %	21
BUFFALO CREEK MIDDLE	1,487	1,338	1,123	63	18	84.00 %	242	13	1,100	70.00 %	14

G.D. ROGERS GARDEN-BULLOCK ELEMENTARY	666	666	503	37	14	76.00 %	0	0	450	68.00 %	12
PALMETTO ELEMENTARY (NEW)	878	878	538	47	11	61.00 %	0	0	540	62.00 %	11
DR MONA JAIN MIDDLE SCHOOL	1,168	1,051	989	50	20	94.00 %	0	0	925	88.00 %	19
PARRISH COMMUNITY HIGH SC.	2,150	2,042	1,963	86	23	96.00 %	400	16	2,043	84.00 %	20
HARVEY ELEMENTARY	1,183	1,183	1,090	62	18	92.00 %	0	0	1,250	106.00 %	20
	57,411	**55,379**	**41,563**	**2,726**	**15**	**75.05 %**	**2,062**	**91**	**39,608**	**68.95 %**	**14**

The COFTE Projected Total (39,608) for 2027 - 2028 must match the Official Forecasted COFTE Total (39,608) for 2027 - 2028 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2027 - 2028	
Elementary (PK-3)	13,143
Middle (4-8)	14,973
High (9-12)	11,492
	39,608

Grade Level Type	Balanced Projected COFTE for 2027 - 2028
Elementary (PK-3)	0
Middle (4-8)	0
High (9-12)	0
	39,608

Relocatable Replacement

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	Year 5 Total
Total Relocatable Replacements:	**0**	**0**	**0**	**0**	**0**	**0**

Charter Schools Tracking

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2027 - 2028
Team Success	61	OTHER	1995	1,336	1,306	15	1,936
Manatee School of the Arts and Sciences	12	OTHER	1997	200	107	5	150
Manatee School of the Arts	124	OTHER	1998	2,572	2,030	15	2,300
Oasis Middle School	9	OTHER	2006	135	45	5	135
Imagine Charter School of North Manatee	44	OTHER	2005	1,100	767	5	982

Hola!@MSA	40	OTHER	2023	788	470	5	700
Imagine Charter School of East Manatee	36	OTHER	2008	720	532	5	614
Palmetto Charter School	30	OTHER	2010	436	436	15	524
State College Collegiate School	23	OTHER	2010	575	490	15	520
Manatee Charter School	56	OTHER	2012	1,200	594	5	900
Visible Men Academy	9	OTHER	2013	116	71	5	240
Rowlett Charter School Elem	49	SCHOOL BOARD	2014	918	918	5	918
Rowlett Middle School	41	OTHER	2017	670	672	5	700
Parrish Charter	39	OTHER	2019	750	748	5	1,300
Lakewood Ranch Preparatory Academy	70	OTHER	2023	1,965	1,265	5	1,965
	643			**13,481**	**10,451**		**13,884**

Special Purpose Classrooms Tracking

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Educational Classrooms:		**0**	**0**	**0**	**0**	**0**	**0**

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Co-Teaching Classrooms:		**0**	**0**	**0**	**0**	**0**	**0**

Infrastructure Tracking

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

Buffalo Creek Middle School turn lane improvement
Manatee Technical College Firing Range access improvement
New East County K-8 – turn lane improvements on Academic Avenue
New East County High School – turn lane improvements on Rangeland Parkway and Post Boulevard

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

Bayshore High School Auditorium on existing school site: Consistent with Comprehensive Plan
Blackburn Elementary Renovation/Replacement on existing school site: Consistent with Comprehensive Plan
Freedom Elementary Addition on existing school site: Consistent with Comprehensive Plan
Oneco Elementary Renovation on existing school site: Consistent with Comprehensive Plan
Tara Elementary Renovation and Addition on existing school site: Consistent with Comprehensive Plan
Williams Elementary Addition on existing school site: Consistent with Comprehensive Plan
New Elementary School – Rye Ranch in north Manatee County: Consistent with the Comprehensive Plan
New Elementary School – Artisan Lakes in north Manatee County: Consistent with the Comprehensive Plan
Braden River Middle Renovation on existing school site: Consistent with Comprehensive Plan
Buffalo Creek Middle Addition on existing school site: Consistent with Comprehensive Plan
Haile Middle Addition and Renovation on existing school site: Consistent with Comprehensive Plan
Sugg Middle Replacement on existing school site: Consistent with Comprehensive Plan
New Middle School – north Manatee County: Consistent with the Comprehensive Plan
New K-8 School – east Manatee County on Academic Avenue: Consistent with the Comprehensive Plan
New High School – Rangeland Parkway in east Manatee County: Consistent with Comprehensive Plan
Nolan Middle Classroom Building addition renovations on existing site: Consistent with Comprehensive Plan
Braden River High Addition on existing site: Consistent with Comprehensive Plan
Lakewood Ranch High Addition on existing site: Consistent with Comprehensive Plan
Southeast High School Science Building replacement: Consistent with Comprehensive Plan
Manatee Technical College Firing Range – Taylor Road East Manatee County: Consistent with the Comprehensive Plan
Manatee Technical College Addition – SR70 Campus: Consistent with the Comprehensive Plan
School Support Center Renovation: Consistent with Comprehensive Plan
Manatee Technical College Aircraft Maintenance and Repair Academy – 15th Street East at Sarasota Bradenton Airport: Consistent with the Comprehensive Plan
Bus Hub - North Manatee County: Consistent with the Comprehensive Plan
Bus Hub - East Manatee County: Consistent with the Comprehensive Plan
Palmetto High Renovation/Replacement (partial) on existing school site: Consistent with Comprehensive Plan
Harllee Middle School Renovation on existing school site: Consistent with Comprehensive Plan
Manatee Elementary auditorium renovations on existing site: Consistent with Comprehensive Plan
Moody Elementary renovations on existing site: Consistent with Comprehensive Plan
Myakka Elementary renovations on existing site: Consistent with Comprehensive Plan
Palma Sola Elementary replacement and renovations on existing site: Consistent with Comprehensive Plan
Rowlett Elementary renovations on existing site: Consistent with Comprehensive Plan
Tillman Elementary renovations on existing site: Consistent with Comprehensive Plan
Parrish Community High Addition on existing site: Consistent with Comprehensive Plan

Consistent with Comp Plan? Yes

Net New Classrooms

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

List the net new classrooms added in the 2022 - 2023 fiscal year.					List the net new classrooms to be added in the 2023 - 2024 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2023 - 2024 should match totals in Section 15A.			
Location	2022 - 2023 # Permanent	2022 - 2023 # Modular	2022 - 2023 # Relocatable	2022 - 2023 Total	2023 - 2024 # Permanent	2023 - 2024 # Modular	2023 - 2024 # Relocatable	2023 - 2024 Total
Elementary (PK-3)	0	0	0	0	12	0	0	12
Middle (4-8)	10	0	0	10	23	0	0	23
High (9-12)	0	0	0	0	38	0	0	38
	10	**0**	**0**	**10**	**73**	**0**	**0**	**73**

Relocatable Student Stations

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	5 Year Average
PALMA SOLA ELEMENTARY	0	0	165	0	0	33
PALMETTO SENIOR HIGH	147	147	147	147	147	147
R DAN NOLAN MIDDLE	66	66	66	66	66	66
VIRGIL MILLS ELEMENTARY	188	188	188	188	188	188
WILLIS ELEMENTARY	0	0	0	0	0	0
HORIZONS ACADEMY	44	44	44	44	44	44
ANNIE WILLIAMS ELEMENTARY	126	184	202	220	220	190
GULLETT ELEMENTARY	174	214	0	0	40	86
BAYSHORE SENIOR HIGH	75	75	75	75	75	75
ELECTA ARCOTTE LEE MIDDLE	0	0	0	0	0	0
WILLIAM MONROE ROWLETT ELEMENTARY	76	76	76	76	76	76
MARJORIE G KINNAN ELEMENTARY	0	0	0	0	0	0
GILBERT W MCNEAL ELEMENTARY	0	0	0	0	0	0
FREEDOM ELEMENTARY	0	0	0	0	0	0
CARLOS E HAILE MIDDLE	103	103	0	0	0	41
LAKEWOOD RANCH SENIOR HIGH	525	0	0	0	0	105
MANATEE SENIOR HIGH	165	165	165	165	165	165
MANATEE TECHNICAL COLLEGE	0	0	0	0	0	0
JESSIE P MILLER ELEMENTARY	0	0	0	0	0	0
MYAKKA CITY ELEMENTARY	0	0	0	0	0	0
ONECO ELEMENTARY	90	510	90	90	90	174
GENE WITT ELEMENTARY	0	0	0	0	0	0
LINCOLN MEMORIAL ELEMENTARY LEASE BLDG	0	0	0	0	0	0
G.D. ROGERS GARDEN-BULLOCK ELEMENTARY	95	95	95	95	95	95
PALMETTO ELEMENTARY (NEW)	0	0	0	0	0	0
BRADEN RIVER HIGH	222	222	222	222	222	222
ANNA MARIA ELEMENTARY	10	10	10	10	10	10
BALLARD ELEMENTARY	0	0	0	0	0	0
BAYSHORE ELEMENTARY	41	41	41	41	41	41
DUETTE ELEMENTARY	0	0	0	0	0	0
MANATEE ELEMENTARY	0	0	0	0	0	0
TARA ELEMENTARY	90	200	0	0	0	58
LOUISE ROGERS JOHNSON K-8	22	22	22	22	22	22
FLORINE J ABEL ELEMENTARY	23	23	23	23	23	23
IDA M STEWART ELEMENTARY	0	0	0	0	0	0

WILLIAM H BASHAW ELEMENTARY	0	0	0	0	0	0
BRADEN RIVER ELEMENTARY	76	76	76	76	76	76
BRADEN RIVER MIDDLE	110	110	110	110	110	110
SEA BREEZE ELEMENTARY	0	0	0	0	0	0
BLACKBURN ELEMENTARY	18	200	0	0	0	44
W D SUGG MIDDLE	0	0	0	0	0	0
SARA SCOTT HARLLEE CENTER	44	44	44	44	44	44
H S MOODY ELEMENTARY	165	165	165	365	365	245
MARTHA B KING MIDDLE	44	44	44	44	44	44
ROBERT H PRINE ELEMENTARY	88	88	88	88	88	88
BLANCHE H DAUGHTREY ELEMENTARY	22	22	22	22	22	22
SAMOSET ELEMENTARY	40	40	40	40	40	40
SOUTHEAST SENIOR HIGH	0	0	0	0	0	0
LINCOLN MEMORIAL ACADEMY	0	0	0	0	0	0
JAMES TILLMAN ELEMENTARY	0	0	0	0	0	0
BUFFALO CREEK MIDDLE	22	0	0	0	0	4
PALM VIEW K-8	0	0	0	0	0	0
DR MONA JAIN MIDDLE SCHOOL	0	0	44	0	0	9
PARRISH COMMUNITY HIGH SC.	0	0	0	50	100	30
HARVEY ELEMENTARY	334	444	160	0	0	188

Totals for MANATEE COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	**3,245**	**3,618**	**2,424**	**2,323**	**2,413**	**2,805**
Total number of COFTE students projected by year.	**41,129**	**40,529**	**39,918**	**39,445**	**39,608**	**40,126**
Percent in relocatables by year.	**8 %**	**9 %**	**6 %**	**6 %**	**6 %**	**7 %**

Leased Facilities Tracking

Exising leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2023 - 2024	FISH Student Stations	Owner	# of Leased Classrooms 2027 - 2028	FISH Student Stations
ANNA MARIA ELEMENTARY	0	0		0	0
BALLARD ELEMENTARY	0	0		0	0
BAYSHORE ELEMENTARY	0	0		0	0
DUETTE ELEMENTARY	0	0		0	0
MANATEE ELEMENTARY	0	0		0	0

MANATEE SENIOR HIGH	0	0		0	0
MANATEE TECHNICAL COLLEGE	0	0		0	0
JESSIE P MILLER ELEMENTARY	0	0		0	0
MYAKKA CITY ELEMENTARY	0	0		0	0
ONECO ELEMENTARY	0	0		0	0
PALM VIEW K-8	0	0		0	0
PALMA SOLA ELEMENTARY	0	0		0	0
PALMETTO SENIOR HIGH	0	0		0	0
ROBERT H PRINE ELEMENTARY	0	0		0	0
BLANCHE H DAUGHTREY ELEMENTARY	0	0		0	0
SAMOSET ELEMENTARY	0	0		0	0
SOUTHEAST SENIOR HIGH	0	0		0	0
LINCOLN MEMORIAL ACADEMY	0	0		0	0
JAMES TILLMAN ELEMENTARY	0	0		0	0
BLACKBURN ELEMENTARY	0	0		0	0
W D SUGG MIDDLE	0	0		0	0
SARA SCOTT HARLLEE CENTER	0	0		0	0
H S MOODY ELEMENTARY	0	0		0	0
MARTHA B KING MIDDLE	0	0		0	0
FLORINE J ABEL ELEMENTARY	0	0		0	0
IDA M STEWART ELEMENTARY	0	0		0	0
WILLIAM H BASHAW ELEMENTARY	0	0		0	0
BRADEN RIVER ELEMENTARY	0	0		0	0
BRADEN RIVER MIDDLE	0	0		0	0
SEA BREEZE ELEMENTARY	0	0		0	0
TARA ELEMENTARY	0	0		0	0
LOUISE ROGERS JOHNSON K-8	0	0		0	0
GENE WITT ELEMENTARY	0	0		0	0
LINCOLN MEMORIAL ELEMENTARY LEASE BLDG	0	0		0	0
CARLOS E HAILE MIDDLE	0	0		0	0
LAKEWOOD RANCH SENIOR HIGH	0	0		0	0
BAYSHORE SENIOR HIGH	0	0		0	0
ELECTA ARCOTTE LEE MIDDLE	0	0		0	0
WILLIAM MONROE ROWLETT ELEMENTARY	0	0		0	0
MARJORIE G KINNAN ELEMENTARY	0	0		0	0
GILBERT W MCNEAL ELEMENTARY	0	0		0	0

FREEDOM ELEMENTARY	0	0		0	0
R DAN NOLAN MIDDLE	0	0		0	0
VIRGIL MILLS ELEMENTARY	0	0		0	0
BRADEN RIVER HIGH	0	0		0	0
WILLIS ELEMENTARY	0	0		0	0
HORIZONS ACADEMY	0	0		0	0
ANNIE WILLIAMS ELEMENTARY	0	0		0	0
GULLETT ELEMENTARY	0	0		0	0
BUFFALO CREEK MIDDLE	0	0		0	0
G.D. ROGERS GARDEN-BULLOCK ELEMENTARY	0	0		0	0
PALMETTO ELEMENTARY (NEW)	0	0		0	0
DR MONA JAIN MIDDLE SCHOOL	0	0		0	0
PARRISH COMMUNITY HIGH SC.	0	0		0	0
HARVEY ELEMENTARY	0	0		0	0
	0	**0**		**0**	**0**

Failed Standard Relocatable Tracking

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as ‘Failed Standards’.

Nothing reported for this section.

Planning

Class Size Reduction Planning

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

The District has fifteen charter schools and one conversion Charter school with a current enrollment of 10,451 students. The School Board approved the following school capacity levels: Elementary Schools 110% by School Service Area (SSA) of FISH capacity; Middle Schools 105% by SSA of FISH capacity; and High Schools 100% district-wide of FISH capacity. Re-districting is contemplated to level capacity among district schools. The District also offers magnet schools, virtual schools and an extensive choice program to better utilize facilities within the District.

School Closure Planning

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

No schools are currently planned for closure over the next five years

Long Range Planning

Ten-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6-10 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Ten-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 5 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Ten-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2022 - 2023 FISH Capacity	Actual 2022 - 2023 COFTE	Actual 2022 - 2023 Utilization	Actual 2023 - 2024 / 2032 - 2033 new Student Capacity to be added/removed	Projected 2032 - 2033 COFTE	Projected 2032 - 2033 Utilization
Elementary - District Totals	24,513	24,513	19,175.25	78.22 %	2,024	21,448	80.82 %
Middle - District Totals	14,244	12,813	9,023.85	70.43 %	3,598	8,441	51.44 %
High - District Totals	17,003	16,150	12,936.47	80.10 %	3,187	11,288	58.38 %
Other - ESE, etc	1,651	1,885	427.79	22.71 %	0	0	0.00 %
	57,411	**55,361**	**41,563.36**	**75.08 %**	**8,809**	**41,177**	**64.17 %**

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Ten-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 06 thru 10 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 06 thru 10 out years (Section 29).

Nothing reported for this section.

Twenty-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11-20 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Twenty-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 11-20 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Twenty-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2022 - 2023 FISH Capacity	Actual 2022 - 2023 COFTE	Actual 2022 - 2023 Utilization	Actual 2023 - 2024 / 2042 - 2043 new Student Capacity to be added/removed	Projected 2042 - 2043 COFTE	Projected 2042 - 2043 Utilization
Elementary - District Totals	24,513	24,513	19,175.25	78.22 %	2,024	21,448	80.82 %
Middle - District Totals	14,244	12,813	9,023.85	70.43 %	3,598	8,166	49.76 %
High - District Totals	17,003	16,150	12,936.47	80.10 %	3,187	11,503	59.49 %
Other - ESE, etc	1,651	1,885	427.79	22.71 %	0	0	0.00 %
	57,411	**55,361**	**41,563.36**	**75.08 %**	**8,809**	**41,117**	**64.08 %**

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Twenty-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 11 thru 20 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 thru 20 out years (Section 29).

Nothing reported for this section.

AGENDA ITEM NO. 10.16

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval of Virgil Mills Elementary School - Front Entrance Canopy - Change Order 1 - Final - Agreement Between Owner and Skanska Building USA, Inc. - Decrease in the Amount of $26,811.89 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Change Order 1 Final to the Agreement between Owner and Skanska Building USA, Inc., which will decrease the Construction Manager's contract. Change Order 1 Final reconciles the Contract and deducts the unexpected Unforeseen Conditions Fund in order to close out the project.

Virgil Mills Elementary School - Front Entrance Canopy Summary Sheet is attached for reference.

Funding sources that do not require an Educational Plant Survey have been utilized.

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 Virgil Mills Elementary School - Front Entrance Canopy - Change Order 1 - Final - Agreement between Owner and Skanska Building USA, Inc., decrease in the amount of $26,811.89. (Capital Funds)

Financial Impact
The amount of Change Order 1 - Final is a decrease of $26,811.89. The Revised Contract Price is $125,747.11, and is included in the total project budget of $190,000.00. **Project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Virgil Mills ES Summary Sheet
Virgil Mills ES Front Entrance Canopy Change Order - Final

Virgil Mills ES Summary Sheet

PROJECT DIRECTOR: Reginald L. Goff

ARCHITECT/ENGINEER: N/A
CONSTRUCTION MANAGER: Skanska USA Building, Inc.
BUILDING OFFICIAL:

PROJECT BUDGET: $190,000.00

HISTORY: Buffalo Creek Middle School is located at 7320 69th St. E., Palmetto and was constructed in 2005 with approximately 1,151 total student stations adjacent to the Virgil Mills Elementary School.

SCOPE: The project scope of work is associated with demolition, roofing, framing, stucco, and lightning protection removal and installation of the front entrance canopy outlined in the Long & Associated Structural Conditions Assessment Project A/E No: 22009, dated April 29, 2022.

Standard Maintenance does not require an EDUCATIONAL PLANT SURVEY: Not Required

INCLUDED IN 5-YEAR WORK PLAN: No

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0.00			
Agreement:	$0.00			
Phase I Plans:	$0.00			
Letter of Commitment:	$0.00			
Phase II Plans:	$0.00			
Letter of Commitment:	$0.00			
TOTAL	**$0.00**			

CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0.00			
Agreement:	$152,559.00	August 23, 2022	Approved	CM Agreement
Change Order 1:	-$26,811.89	January 16, 2024	Pending	Change Order 1 - Final
TOTAL	**$125,747.11**			

BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:				
Agreement:				
TOTAL				

OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
	$0.00			
TOTAL	$ -			

NOV 17 2023

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Final Change Order

PROJECT: Virgil Mills Elementary School - Front Entrance Canopy

CHANGE ORDER NUMBER: 1
CHANGE ORDER DATE:
ARCHITECT'S PROJECT NO: 22009
CONTRACT FOR: General Construction
CONTRACT DATE: August 23, 2022

TO: (Contractor): Skanska USA Building
400 N Ashley Dr Suite 400
Tampa, FL 33602

You are directed to make the following changes in this Contract:
Virgil Mills - Contract Reconciliation $ (26,811.89)

Total of Summary $ (26,811.89)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Contract Sum)(~~Guaranteed Maximum Price~~) was.....	$ 152,559.00
Net Changes by previously authorized Change Orders and/or Amendments.....	
The (~~Contract Sum~~)(Guaranteed Maximum Price) prior to the Change Order was.....	$ 152,559.00
The (~~Contract Sum~~)(Guaranteed Maximum Price) will be (increased)(decreased)(unchanged)- by this Change Order.....	-$26,811.89
The new (~~Contract Sum~~)(Guaranteed Maximum Price) including this Change Order will be.....	$ 125,747.11
The Contract time will be (increased)(~~decreased~~)(unchanged) by.....	
The date of Substantial Completion as of the date of the Change Order is.....	

Long & Associates	Skanska USA Building	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
4525 South Manhattan Avenue	400 N Ashley Dr. Suite 400	1 Matzke Way
Tampa, FL 33611	Tampa, FL 33602	Bradenton, FL 34208
By: N/A	By: Emily Boyd	By:
Date: N/A	Date: 11/17/23	Date:

RG 12/11/2023

WFH 12/13/2023

Signature: Reginald Goff (Dec 11, 2023 15:36 EST)
Email: goffr@manateeschools.net

Signature: William Horton
Email: hortonw@manateeschools.net

AGENDA ITEM NO. 10.17

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval of Southeast High School - New Science Building - Change Order 6 - Agreement Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, Request for Extension of Completion of Construction (No Financial Impact)

Executive Summary
The purpose of the requested action is to approve Change Order 6 to the Agreement between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, for an extension of the construction schedule completion date of August 01, 2024, giving completion date of August 30, 2024. The school required an additional month (30 Days) to evaluate, catalog, and remove science samples, teaching material, and preserved animals located in Building #9, which is scheduled for demolition. Additionally, the school requested that the demolition of Building #9 be delayed until the end of the school year in May 2024 to eliminate construction noise interfering with testing.

Southeast High School New Science Building Summary Sheet is attached for reference.

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

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

Recommendation
The Superintendent recommends approval of Southeast High School - New Science Building - Change Order 6 - Agreement Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, request for extension of completion of construction. (No Financial Impact)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Southeast High School - New Science Bldg - Project Summary Sheet
Southeast High School - New Science Building Change Order 6

Southeast High School - New Science Building

PROJECT DIRECTOR: John R. Williams

ARCHITECT/ENGINEER:	Rowe Architects	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	P.J. Hayes, Inc., d.b.a.Tandem Construction	Selected through the Request for Qualifications process
BUILDING OFFICIAL:		

PROJECT BUDGET:	$16,743,311.90	Revised Total Project Budget (9/08/23)
	$13,229,500.00	Original Project Budget (02/22/22)

HISTORY: Southeast High School was originally constructed in 1958, and underwent its last major renovations in 1997. The facility has 37 permanent structures located on 51 Acres at 1200 37th Avenue East, Bradenton, and currently serves 1,711 Students. The Science/Art Lab Building was built in 1985, is obselete and requires replacement.

SCOPE: The scope of work consists of the construction of a new two-story building to be centrally located on the Southeast High School campus which is proposed to house eleven (11) classrooms/labs. The proposed program will include eight (8) Science Classrooms/Labs, one (1) Computer Lab, Two (2) Art Labs, and related ancillary-support spaces. The project will be constructed on an occupied campus and will include demolition of existing structures and phased in a manner to insure student and staff safety.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Yes

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	
Agreement:	1,058,360.00	March 8, 2022	Approved	Architectural/Engineering Services
TOTAL	$1,058,360.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	
Agreement:	38,431.70	March 8, 2022	Approved	Pre-Construction Services
Amendment 1:	705,879.38	June 14, 2022	Approved	Partial Guaranteed Maximum Price - Amendment 1
Amendment 2:	338,267.22	October 25, 2022	Approved	Partial Guaranteed Maximum Price - Amendment 2
Amendment 3:	12,163,489.19	November 8, 2022	Approved	Guaranteed Maximum Price - Amendment 3
Change Order 1 & 2:	(285,942.54)	February 14, 2023	Approved	Deduct Direct Material Purchases & Sales Tax Savings
Change Order 3:	(952,310.68)	May 9, 2023	Approved	Deduct Direct Material Purchases
Change Order 4:	(258,827.87)	June 27, 2023	Approved	Deduct Direct Material Purchases
Change Order 5:	(364,568.35)	September 26, 2023	Approved	Deduct Direct Material Purchases
Change Order 6:	-	Janauary 16, 2024	Pending	Extend Contract Time
TOTAL	11,384,418.05			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Currently on the District's Continuing Contracts List
Agreement:	23,704.00	June 3, 2022	Not Required	Currently on the District's Continuing Contracts List
TOTAL	$23,704.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Conceptional Study	19,926.00	September 15, 2021	Not Required	Currently on the District's Continuing Contracts List
Asbestos Survey	3,875.00	April 4, 2022	Not Required	Currently on the District's Continuing Contracts List
Mech. Elec. Comm. Serv	25,000.00	May 02,2022	Not Required	Currently on the District's Continuing Contracts List
TOTAL	$28,875.00			

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Southeast High School New Science Building
1200 37th Ave East
Bradenton, FL 34208

TO: (Contractor):
P.J. Hayes, Inc. dba
Tandem Construction
5391 Lakewood Ranch Blvd. N
Suite 200
Sarasota, FL 34240

CHANGE ORDER NUMBER: 6

CHANGE ORDER DATE: 12/1/2023

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: 10/25/2022

You are directed to make the following changes in this Contract:

Increase the contract time to include scope of work changes for Phase 3 per the School's request to begin demolition in Summer 2024 due to testing/noise of construction. The work includes the site changes for Phase 3 at the entry to the ticketbooth and drum circle per ASI-15 and ASI-24. See attached revised schedule as well as ASI-15 and ASI-24 narratives for lists of plans provided by Architect/Engineer.

Total of Summary	$ -

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original Guaranteed Maximum Price was	$	13,246,067.49
Net Changes by previously authorized Change Orders and/or Amendments	$	(1,861,649.44)
The Guaranteed Maximum Price prior to the Change Order was	$	11,384,418.05
The Guaranteed Maximum Price will be unchanged by this Change Order	$	-
The new Guaranteed Maximum Price including this Change Order will be	$	11,384,418.05
The Contract time will be increased by		29 Days
The date of Substantial Completion as of the date of the Change Order is		August 30, 2024

Rowe Architects, Inc.	P.J. Hayes, Inc. dba Tandem Construc	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
100 Madison Street, Suite 200	5391 Lakewood Ranch Blvd. N #200	1 Matzke Way
Tampa, FL 33602	Sarasota, FL 34240	Bradenton, FL 34208
By: Angela Hendershot	By: Jodi Dressig	By:
Date: 2023.12.11	Date: 2023.12.06 16:20:08-05'00'	Date:

AGENDA ITEM NO. 10.18

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval of Bayshore High School and Southeast High School - Administrative Office Renovations - Agreement Between Owner and P.J. Hayes Construction, Inc., d.b.a. Tandem Construction - Preconstruction Services, in the Amount of $2,107.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and P.J. Hayes Construction, d.b.a. Tandem Construction. This agreement authorizes the preconstruction services required to assist with the design, budget, and scheduling with the Project Team for the Bayshore High School and Southeast High School - Administrative Office Renovations. The project's scope of work includes but is not limited to, modifications to the public lobby area and school reception function.

Bayshore High School and Southeast High School - Administrative Office Renovations - Summary Sheet is attached for reference.

Funding Sources that do not require an Educational Plant Survey have been utilized.

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

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

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

Recommendation
The Superintendent recommends approval of Bayshore High School and Southeast High School - Administrative Office Renovations - Agreement Between Owner and P.J. Hayes Construction, Inc., d.b.a. Tandem Construction - Preconstruction Services, in the Amount of $2,107.00. (Capital Funds)

Financial Impact
The construction management fee for preconstruction is not to exceed $2,107.00 and is included in the total budget of $602,000.00. A Guaranteed Maximum Price Proposal will be completed after the construction documents are developed. **Project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Bayshore & Southeast High Schools - Admin Office Enhancements - Summary Sheet
Bayshore & Southeast High Schools - Admin Office Enhancements - CM Contract Summary Sheet

Bayshore High School & Southeast High School Administrative Office Enhancements

PROJECT DIRECTOR: John Williams

ARCHITECT/ENGINEER:	Sweet Sparkman Architects, Inc.	Selected through the Request for Qualifications
CONSTRUCTION MANAGER:	Tandem Construction	Selected through the Request for Qualifications
BUILDING OFFICIAL:	TBD	

PROJECT BUDGET: $700,000.00 (November 29, 2023) Original Project Budget

HISTORY: Bayshore High School was completed in 1998. Building 6 was completed in 2007,and #5 was completed in 2017 The site consists of one parcel containing 46 acres, located at 5401 34th Street West in Bradenton. The total student station count including portables is 2478. Southeast High School was originally constructed in 1958, and underwent significant renovations in 1997 and 2011. The site consists of 44 acres, located at 1200 37th Avenue East, Bradenton, and currently serves 2,025 students. The Science/Art Lab Building was built in 1985, is currently being replaced with a new structure. School campus security has become a high priority for districts throughout Florida and the nation. Manatee County School District has created a capial plan to address the security projects including; fencing, camaras, single point of entry and others. □

SCOPE: The scope of work includes, but is not limited to, the separation of the visitors from the school staff within a walled lobby area, teller type windows, counter with amplified speakers, new doors with magnetic locks, fire alarm, remote door releases, existing counters to be replaced with four receptionist/secretarial stations, security cameras in the lobby at Bayshore High School & Southeast High School.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	May 24, 2023	Approved	Selection Process
Agreement:	$57,000.00	Jaunary 16, 2024	Pending	Architectural/Engineering Services
TOTAL	$57,000.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	May 24, 2023	Approved	Selection Process
Agreement:	$ 2,107.00	January 16, 2024	Pending	Pre-Construction Services
Amendment 1:				Guaranteed Maximum Price
Substantial Completion				Substantial Completion
TOTAL	$ 2,107.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0		Approved	Selection Process
TOTAL	$0.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
TOTAL	$0.00			

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
CONTRACT SUMMARY

Project and Location:

Bayshore High School and Southeast High School – Administrative Office Enhancements
Bayshore High School – 5401 34th Street West, Bradenton, Florida 34210
Southeast High School – 1200 37th Avenue East, Bradenton, Florida 34208
Manatee County Florida

Total Project Budget:

Design Services	$ 63,000.00
Construction Services	$602,000.00
Owner Services	$ 35,000.00
FF& E Technology	$N/A
Total Project Budget	$700,000.00

Project Schedule:

Date of Anticipated Notice to Proceed	January 16, 2024
Date of Substantial Completion	August 01, 2024
Date of Final Completion	September 01, 2024

Architect/Engineer ("AE")
Sweet Sparkman Architecture
1819 Main Street, Suite 400
Sarasota, Florida 34236
Office: (941) 952-0084

Construction Manager ("CM")
P.J. Hayes, d.b.a. Tandem Construction
5391 Lakewood Ranch Boulevard N, Suite 200, Sarasota, Florida 34236
Office: (941) 951-1599

Section 1.3, Paragraph 1.3.4 Owner Construction Services Budget

Construction Costs	TBD @ GMP Approval
General Conditions	TBD @ GMP Approval
Overhead and Profit (CM Fee)	TBD @ GMP Approval
Preconstruction	$2,107.00 (January 16, 2024)
Unforeseen Conditions	TBD @ GMP Approval
Bond	TBD @ GMP Approval
TOTAL	$602,000.00

Section 1.3, Definitions

Paragraph 1.3.5.2 (a) Construction Phase Services: Construction Management Fee of $ TBD @ GMP Approval

Section 6.1, Reimbursable Costs:

Paragraph 6.1.2 List of Reimbursable Costs: Total "Not to Exceed" Costs of Reimbursable Costs: $ TBD @ GMP Approval

Section 6.3, Cost of Work:

Paragraph 6.3.1.6: Labor Burden included within the Cost of Work at the blended rate of TBD% @ GMP Approval of wages and TBD% @ GMP Approval of salaries.

Paragraph 6.3.1.7: Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of TBD% @ GMP Approval amount or the invoice amount and General Liability insurance will be charged at the rate of TBD% @ GMP Approval amount or the invoice amount)

Paragraph 6.3.1.11: Preconstruction Costs in the amount of 0.35%

Paragraph 6.3.1.12: Costs associated with the Investigative Report in the total amount of $0.00 will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

Paragraph 6.3.1.13: Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1: Safety Awards (TBD% @ GMP Approval)

Article 16: Special Provisions

Paragraph 16.2.1 Employment Eligibility Verification ("E-Verify"): - E-Verify Number: 240438

Exhibits

Exhibits "A" through "F" are attached for reference.

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____
Owner: School District of Manatee County Request #: _____
Department of Construction Services Period ending: _____
Project Director: _____
Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director:_____ Date: _____

By DCS Director:_____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Brian Leaver	Project Executive	10%
Jodi Dressig	Project Manager	50%
Will Pitt	Project Superintendent	100%
Justin Blakely	Project Superintendent	100%
Kritin Pitt	Contract Administrator	50%
Amanda Jacobson	Project Accountant	25%

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: _____

Project Name: _____

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	John Williams
SBMC Project Assistant	Melody BonAmi
Architect	Sweet Sparkman
Consulting Engineers	N/A
Structural Engineer	N/A
Mechanical Engineer	Engineering Matrix, Inc.
Electrical Engineer	Engineering Matrix, Inc.
Construction Manager	P.J. Hayes, Inc., d.b.a Tandem Construction
SBMC Instructional Member	Bayshore High School – Wendell Butler Southeast High School – Ginger Collins
SAC Member	N/A

EXHIBIT E

PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) REPORT FORMAT

The purpose of this report is to share high level project information with the Owner. CM will provide one (1) hard copy and one (1) electronic copy of the PMIS with each application for payment.

1. Cover Sheet

   - Project Name
   - Construction Team
   - Date of Report

2. Executive Summary

   - Brief Project Description
   - Summary of Status of Job

3. Contract Cost Status

   - Contract Amendments and Change Orders
   - Direct Material Purchasing Status/Sales Tax Savings
   - Unforeseen Conditions Fund (Expenditures and Balance)
   - Allowances (Expenditures and Balance)

4. Project Schedule

   - Updated Progress Schedule

5. Critical Issues

   - Any Project items requiring prompt attention or action

6. Subcontractor/Vendor Listing

   - Subcontract Commitment Status

7. Progress Photographs

   - Aerial photos
   - Other Photos include dated photographs to provide a visual representation of work in place.

EXHIBIT F

A. Project Description:

Administrative Office Enhancements at Bayshore High School and Southeast High School. The project required to be completed and all grant funds paid by January 31, 2025.

AGENDA ITEM NO. 10.19

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval of Bayshore High School and Southeast High School - Administrative Office Renovations - Agreement Between Owner and Sweet Sparkman Architecture in the Amount of $57,000.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to enter into an agreement between Owner and Sweet Sparkman Architecture, which will provide professional design services for space planning and construction documents for the renovation of the Administration and Reception areas at Bayshore High School and Southeast High Schools.

Bayshore and Southeast High Schools Summary Sheet is attached for reference.

Funding sources that do not require an Educational Plant Survey have been utilized.

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

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

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

Recommendation
The Superintendent recommends approval of Bayshore High School and Southeast High School - Administrative Office Renovations - Agreement between Owner and Sweet Sparkman Architecture in the amount of $57,000.00. (Capital Funds)

Financial Impact
The total fee for professional design service - space planning and construction documents is $57,000.00 and is included in the total project budget of $700,000.00. **Project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated by: William Horton

Attachments:
Bayshore & Southeast High Schools - Admin Office Enhancements - Summary Sheet
Bayshore High School & Southeast High School Administrative Office Enhancements -Contract Summary Sheet

Bayshore High School & Southeast High School Administrative Office Enhancements

PROJECT DIRECTOR: John Williams

ARCHITECT/ENGINEER: Sweet Sparkman Architects, Inc. Selected through the Request for Qualifications
CONSTRUCTION MANAGER: Tandem Construction Selected through the Request for Qualifications
BUILDING OFFICIAL: TBD

PROJECT BUDGET: $700,000.00 (November 29, 2023) Original Project Budget

HISTORY: Bayshore High School was completed in 1998. Building 6 was completed in 2007,and #5 was completed in 2017 The site consists of one parcel containing 46 acres, located at 5401 34th Street West in Bradenton. The total student station count including portables is 2478. Southeast High School was originally constructed in 1958, and underwent significant renovations in 1997 and 2011. The site consists of 44 acres, located at 1200 37th Avenue East, Bradenton, and currently serves 2,025 students. The Science/Art Lab Building was built in 1985, is currently being replaced with a new structure. School campus security has become a high priority for districts throughout Florida and the nation. Manatee County School District has created a capial plan to address the security projects including; fencing, camaras, single point of entry and others. □

SCOPE: The scope of work includes, but is not limited to, the separation of the visitors from the school staff within a walled lobby area, teller type windows, counter with amplified speakers, new doors with magnetic locks, fire alarm, remote door releases, existing counters to be replaced with four receptionist/secretarial stations, security cameras in the lobby at Bayshore High School & Southeast High School.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0	May 24, 2023	Approved	Selection Process
Agreement:	$57,000.00	Jaunary 16, 2024	Pending	Architectural/Engineering Services
TOTAL	$57,000.00			

CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0	May 24, 2023	Approved	Selection Process
Agreement:	$ 2,107.00	January 16, 2024	Pending	Pre-Construction Services
Amendment 1:				Guaranteed Maximum Price
Substantial Completion				Substantial Completion
TOTAL	$ 2,107.00			

BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0		Approved	Selection Process
TOTAL	$0.00			

OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
TOTAL	$0.00			

AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER
CONTRACT SUMMARY

Project and Location:

Bayshore High School and Southeast High School – Administrative Office Enhancements
Bayshore High School – 5401 34th Street West, Bradenton, Florida 34210
Southeast High School – 1200 37th Avenue East, Bradenton, Florida 34208
Manatee County Florida

Total Project Budget:

Design Services	$ 63,000.00
Construction Services	$ 602,000.00
Owner Services	$ 35,000.00
FF&E Technology	$ N/A
Total Project Budget	$ 700,000.00

Project Schedule:

Date of Anticipated Notice to Proceed	January 16, 2024
Date of Substantial Completion	August 01, 2024
Date of Final Completion	September 01, 2024

Architect/Engineer ("AE") Sweet Sparkman Architecture
1819 Main Street, Suite 400
Sarasota, Florida 34236
Office: (941) 952-0084

Construction Manager ("CM") P.J. Hayes, d.b.a. Tandem Construction
5391 Lakewood Ranch Boulevard N, Suite 200, Sarasota, Florida 34236
Office: (941) 951-1599

Section 1.4, Paragraph 1.4.3 Owner Construction Services Budget

Construction Costs	$ TBD @ GMP Approval
General Conditions	$ TBD @ GMP Approval
Overhead and Profit (CM Fee)	$ TBD @ GMP Approval
Preconstruction	$ 2,107.00
Unforeseen Conditions	$ TBD @ GMP Approval
Bond	$ 0.00
TOTAL	$ 602,000.00

Section 2.1, Paragraph 2.1.1 Lump Sum Architect/Engineering Fee

Basic Services	$ 57,000.00
Total Engineering Services	$
Total A/E Fee	$ 57,000.00

Article 15: Special Provisions

Paragraph 15.3.1 Employment Eligibly Verification ("E-Verity"): - E-Verify Number: 69740

Exhibits

Exhibits "A" through "D" are attached for reference.

EXHIBIT A

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	John Williams
SBMC Project Assistant	Melody BonAmi
Architect	Sweet Sparkman Architects, Inc.
Civil Engineers	Not Included
Structural Engineer	Not Included
Mechanical Engineer	Engineering Matrix, Inc.
Electrical Engineer	Engineering Matrix, Inc.
Construction Manager	P.J. Hayes, Inc., d.b.a. Tandem Construction
SBMC Instructional Member	Bayshore High School Principal: Wendell Butler Southeast High School Principal: Ginger Collins
SAC Member	N/A

EXHIBIT B

PERIODIC SITE VISITS

The A/E shall make a minimum of **12** site visits (6 per school), 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	12 per project (6 per school)
Structural Engineer	N/A per project
MEP	4 per project (2 per school)
Civil Engineer	N/A per project
Landscape Architect	N/A per project

EXHIBIT C

2.2.2.1 A/E
NAME, ADDRESS, CITY, STATE, ZIP

Classification	Title	Hourly Rate
Principals	Senior Principal	$225.00
	Principal	$200.00
Supervisory	Design Director	$200.00
	Project Manager	$175.00
	Project Architect	$155.00
	Project Designer	$125.00
Interiors	Lead Interior Designer	$165.00
	Interior Designer	$145.00
Technical Staff	Designer/CAD Technician	$ 95.00
	Clerical/Procurement	$ 85.00

2.2.2.2 Civil Engineer
N/A

Classification	Hourly Rate
Principal Engineer/P.E.	$N/A
Project Manager/P.E.	$N/A
Project Engineer III/Project Manager III	$N/A
Project Engineer II/Project Manager II	$N/A
Project Engineer I/Project Manager I	$N/A
Designer/Technician/Const. Observ. III	$N/A
Designer/Technician/Const. Observ. II	$N/A
Designer/Technician/Const. Observ. I	$N/A
Draftsman/Illustrator III	$N/A
Draftsman/Illustrator II	$N/A
Draftsman/Illustrator I	$N/A
Administrative/Clerical	$N/A

2.2.2.3 Structural Engineer
N/A

President	$N/A
Senior Principal	$N/A
Principal	$N/A
Senior Project Manager	$N/A
Project Manager	$N/A
Senior Design Engineer	$N/A
Design Engineer	$N/A
Senior CADD Operator	$N/A
CADD Operator	$N/A
Senior Field Representative	$N/A
Field Representative	$N/A
Clerical	$N/A

2.2.2.4 Mechanical, Electrical & Plumbing Engineer:
Engineering Matrix, Inc. 2860 Scherer Drive, St. Petersburg, Florida 33716

Principal Engineer	$205.00
Senior/Registered Engineer	$125.00
Engineer	$ 95.00
Senior Designer	$ 80.00
Construction Coordinator	$ 75.00
Designer	$ 70.00
Draftsperson	$ 65.00
Administrative Assistant	$ 50.00

2.2.2.5 Landscape Architect:
N/A

Principal	$N/A
Associate	$N/A
Draftsman	$N/A
Secretarial	$N/A

2.2.2.6 Other:

EXHIBIT D

A. Add to Project Description

Administrative Office Enhancements at Bayshore High School and Southeast High School. The project required to be completed and all grant funds paid by January 31, 2025.

AGENDA ITEM NO. 10.20

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval of Lakewood Ranch High School - Roof Replacement - Agreement Between Owner and Ajax Construction Company, LLC., Guaranteed Maximum Price, in the amount of $3,237,068.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and Ajax Construction Company, LLC., which establishes the Guaranteed Maximum Price and allows the Construction Manager to complete the work at Lakewood Ranch High School. This project consists of the replacement of existing roof membranes and flashings on buildings #1, #2A, #3, #4, #5, #6, #7A, #7B, #7C, #9, #10, and #12 on the Lakewood Ranch High School Campus to meet all wind and code requirements applicable for the location of the school. Existing roof membranes have exceeded their useful life and require replacement.

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 Lakewood Ranch High School - Roof Replacement - Agreement between Owner and Ajax Construction Company, LLC., Guaranteed Maximum Price, in the amount of $3,237,068.00. (Capital Funds)

Financial Impact
The Guaranteed Maximum Price established for the construction services is $3,237,068.00 and is included in the total project budget requirements of $3,500,000.00. **Project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Lakewood Ranch High School - Roof Replacement Summary Sheet
Lakewood Ranch High School - Roof Replacement - Contract Summary Sheet

Lakewood Ranch High School Roof Replacement

PROJECT DIRECTOR: John R. Williams

ARCHITECT/ENGINEER:	Hepner Architects, Inc.	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	Ajax Building Company	Selected through the Request for Qualifications process
BUILDING OFFICIAL:		Currently on the District's continuing contracts list

PROJECT BUDGET: $ 3,500,000.00 Original Project Budget (07/27/22)

HISTORY: Lakewood Ranch High School is located at 5500 Lakewood Ranch Boulevard on 105 acres and was originally built in 1998. The student capacity is 1955 and houses grades nine thru twelve. An addition to Building 7 for the wrestling program, renovations to building 6, expansion of the parking lot, band practice field, an outdoor covered eating area, and additional portables have been completed in the past. The Ninth Grade Center was completed for use in August 2004. Complete Exterior repaint of the school was completed in 2021. In 2021 the construction began on the new two-story classroom building consisting of twenty(20) classrooms, and two (2) physicalscience labs.

SCOPE: The scope of work includes, but is not inluced to, the replacement of existing roof membranes and flashings on buildings (#1, #2A, #3, #4, #5, #6, #7A #7B, #7C, #9, #10 and #12) on the Lakewood Ranch High School campus to meet all winds and code requirements applicable for the location of the school. Existing roof membranes have exceeded their useful life and rquire replacement

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Not required

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	May 25, 2022	Approved	
Amendment 1:	$122,422.00	April 11, 2023	Approved	CON0175 -Campus Wide Reroof - Additional Design and Construction Administration Fees
Phase I Plans				
Letter of Commitment				
Phase II Plans				
Letter of Commitment				
Phase III Plans				
TOTAL	$122,422.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 25, 2022	Approved	
Agreement:	$ 3,237,068.00	January 16, 2024	Pending	Guaranteed Maximum Price
Letter of Commitment				
Amendment 1				
Amendment 2				
Amendment 3				
TOTAL				

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0		Approved	
Agreement:				
TOTAL				

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Easements:	$0	Date		
Utility Connections:	$0	Date		
Utility Agreements:	$0	Date		
Agreement				
TOTAL				

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
CONTRACT SUMMARY

Project and Location:

Lakewood Ranch High School – Roof Replacement
5500 Lakewood Ranch Boulevard, Bradenton, Florida 34211, Manatee County Florida

Total Project Budget:

Design Services	$ 122,500.00
Construction Services	$3,255,000.00
Owner Services	$ 122,500.00
FF& E Technology	N/A
Total Project Budget	$3,500,000.00

Project Schedule:

Date of Anticipated Notice to Proceed	January 16,2024
Date of Substantial Completion	August 21, 2024
Date of Final Completion	September 18, 2024

Architect/Engineer ("AE") Hepner Architects, Inc.
601 S. Boulevard, Suite 101
Tampa, Florida 33606; Office: # (813) 229-0614

Construction Manager ("CM") Ajax Building Company, LLC.
109 Commerce Boulevard
Oldsmar, Florida 34677; Office: # (813) 792-3900

Section 1.3, Paragraph 1.3.4 Owner Construction Services Budget

Construction Costs	$2,412,519.00
General Conditions	$ 485,457.00
Overhead and Profit (CM Fee)	$ 159,389.00
Preconstruction	$N/A
Unforeseen Conditions	$ 77,158.00
Bond	$ 102,545.00
TOTAL	$3,237,068.00

Section 1.3, Definitions

Paragraph 1.3.5.2 (a) Construction Phase Services: Construction Management Fee of $159,389.00

Section 6.1, Reimbursable Costs:

Paragraph 6.1.2 List of Reimbursable Costs: Total "Not to Exceed" Costs of Reimbursable Costs: $2,412,519.00

Section 6.3, Cost of Work:

Paragraph 6.3.1.6: Labor Burden included within the Cost of Work at the blended rate of 47% of wages and 47% of salaries.

Paragraph 6.3.1.7: Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of 0.75% amount or the invoice amount and General Liability insurance will be charged at the rate of 1.05% amount or the invoice amount)

Paragraph 6.3.1.11: Preconstruction Costs in the amount of $N/A

Paragraph 6.3.1.12: Costs associated with the Investigative Report in the total amount of $N/A will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

Paragraph 6.3.1.13: Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1: Safety Awards 0.00%

Article 16: Special Provisions

Paragraph 16.2.1 Employment Eligibility Verification ("E-Verify"): - E-Verify Number: **242179**

Exhibits

"A" through "D" are attached for reference

Exhibits "A" through "F" are attached for reference.

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____
Owner: School District of Manatee County Request #: _____
Department of Construction Services Period ending: _____
Project Director: _____
Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director:_____ Date: _____

By DCS Director:_____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Tim Sewell	Regional Director	15%
Danny Russell	Project Manager	50%
Mike Gregorio	Project Superintendent	100%
Omar Corona	Asst. Superintendent	50%
Rick Guerra	General Superintendent	10%
Paula Gresham	Project Administration	25%
Frank Quarrell	Safety Inspector	10%

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: _____

Project Name: _____

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	John R. Williams
SBMC Project Assistant	Melody BonAmi
Architect	Hepner Architects, Inc.
Consulting Engineers	N/A
Structural Engineer	N/A
Mechanical Engineer	N/A
Electrical Engineer	N/A
Construction Manager	Tim Swell Ajax Building Company
SBMC Instructional Member	N/A
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:

The scope of work includes, but is not limited to, a complete re-roof (roof over) of buildings (#1, #2A, 2B, #3, #4, #5, #6, #7A, #7B, #7C) on the Lakewood Ranch campus to meet all winds and code requirements as denoted on the Contract Documents applicable for the location of the school.

AGENDA ITEM NO. 10.21

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval of Haile Middle School - Classroom Addition and Renovation - Change Order 1 - Agreement Between Owner and Halfacre Construction Company, Reduction in the Amount of $3,091,008.70 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Change Order 1 to the Agreement between Owner and Halfacre Construction Company, which will reduce the Guaranteed Maximum Price (GMP) for materials purchased under the Direct Materials Purchase Program to save sales tax.

Haile Middle School Classroom Addition and Renovation Summary Sheet is attached for reference.

Funding sources that do not require an Educational Plant Survey have been utilized.

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 Haile Middle School - Classroom Addition and Renovation - Change Order 1 - Agreement between Owner and Halfacre Construction Company, reduction in the amount of $3,091,008.70. (Capital Funds)

Financial Impact
The amount of Change Order 1 is a reduction in the amount of $3,091,008.70. The revised Guaranteed Maximum Price is $33,690,240.30 and is included in the total project budget of $45,204,358.00. **Project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Haile Middle School Classroom Addition and Building Renovation Summary Sheet
Haile Middle School CO #1

HAILE MIDDLE SCHOOL CLASSROOM ADDITION AND BUILDING RENOVATION

PROJECT DIRECTOR: Jeff Medwetz

ARCHITECT/ENGINEER:	Long and Associates		Selected through the Request for Qualifications
CONSTRUCTION MANAGER:	Halfacre Construction Company		Selected through the Request for Qualifications
BUILDING OFFICIAL:	Engineering Consulting Services Florida		Currently on the District's Continuing Contract List
PROJECT BUDGET:	$	45,204,358.00	(06/27/2023) Revised Project Budget
	$	43,704,357.67	(07/26/2022) Original Project Budget

HISTORY:

Haile Middle School was originally constructed in 1997. The existing building contains 988 permanent student stations with a capacity of 889. At project completion, permanent student stations will increase to 1208 with a capacity of 1087. The building area includes 150,483 square feet. The anticipated addition will likely be in excess of 11,000 square feet. In past years, numerous maintenance repairs have been completed at the campus. A building envelope study was initiated in 2008 that resulted in repairs and wall replacements due to water damage on campus.

SCOPE:

The scope of work will include but is not limited to, a ten (10) classroom building addition and renovations to the entire campus. Included in this project are 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, replace life safety systems including fire alarm, kitchen reconfiguration with partial equipment replacement, site improvements to include canopies, concrete walks and associated drainage.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY:

Funding source that does not require an Educational Plant Survey have been utilized .

INCLUDED IN 5-YEAR PLAN:

Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	March 8, 2022	Approved	Selection Process
Agreement:	$ 2,059,250.00	July 26,2022	Approved	Architectural/Engineering Services
TOTAL	$ 2,059,250.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	March 8, 2022	Approved	Selection Process
Agreement:	$ 100,000.00	July 26, 2022	Approved	Pre-Construction Services
Amendment 1:	$ 2,544,089.00	April 25, 2023	Approved	Additional Pre-Construction Services
Amendment 2:	$ 837,538.00	June 27, 2023	Approved	Early Procurement Materials
Amendment 3:	$ 33,299,622.00	August 8, 2023	Approved	Guaranteed Maximum Price
Change Order 1:	$ (3,091,008.70)	January 16, 2024	Pending	Deduct Direct Materials Purchased
TOTAL	$ 33,690,240.30			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 24, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 38,705.00	March 8, 2023	Not Required	Contract #314
TOTAL	$ 38,705.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
TOTAL				

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Haile Middle School
Renovations and Additions

TO: (Contractor): Halfacre Construction Company
7015 Professional Parkway
Sarasota, FL 34240

CHANGE ORDER NUMBER: 1

CHANGE ORDER DATE:

DISTRICT PROJECT NO: CON #254

CONTRACT FOR: General Construction

CONTRACT DATE: July 27, 2022

You are directed to make the following changes in this Contract:

Deduct the value of Owner Purchase Orders written per Direct Materials Purchase Program

	#	Vendor		Sub	
1. Direct Purchase PO	102937	Daikin Applied (Carroll Air)	Material		$ (728,239.00)
2. Direct Purchase PO	102936	Integrated Door Systems	Material		$ (117,926.25)
3. Direct Purchase PO	103209	White Cap	Material		$ (65,500.00)
4. Direct Purchase PO	103210	Preferred Material	Material		$ (160,000.00)
5. Direct Purchase PO	103879	Tom Barrow	Material		$ (126,225.00)
6. Direct Purchase PO	103208	Hydrologic Tampa	Material		$ (139,933.25)
7. Direct Purchase PO	104110	New Millennium	Material	VOID	$ -
8. Direct Purchase PO	105085	FL Visual Display Products, Inc	Material		$ (86,640.00)
9. Direct Purchase PO	105084	Florida Paints	Material		$ (42,777.96)
10. Direct Purchase PO	104841	YKK AP America, Inc.	Material		$ (554,311.00)
11. Direct Purchase PO	104760	Tecnoglass	Material		$ (181,013.85)
12. Direct Purchase PO	105083	Graybar Electric	Material		$ (42,760.13)
13. Direct Purchase PO	105082	Rexel USA, Inc.	Material		$ (845,682.26)
		Total of Summary			$ (3,091,008.70)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Contract Sum)(~~Guaranteed Maximum Price~~) was.....	$ 100,000.00
Net Changes by previously authorized Change Orders and/or Amendments.....	$ 36,681,249.00
The (Guaranteed Maximum Price) prior to the Change Order was.....	$ 36,781,249.00
The (Guaranteed Maximum Price) will be (decreased) by this Change Order	$ (3,091,008.70)
The new (Guaranteed Maximum Price) including this Change Order will be.....	$ 33,690,240.30
The Contract time will be (unchanged) by.....	(0) Days
The date of Substantial Completion as of the date of the Change Order is.....	TBD

Long & Associates	Halfacre Construction Company	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
4525 S. Manhattan Avenue	7015 Professional Parkway	1 Matzke Way
Tampa, FL 33611	Sarasota, FL 34240	Bradenton, FL 34208
By:	By:	By:
Date: 12-15-23	Date: 12-11-2023	Date:

AGENDA ITEM NO. 13.1

School Board of Manatee County
January 16, 2024 - Regular Board Meeting

Title
Public Hearing for Consideration to Adopt and Amend School Board Policies

Executive Summary
The purpose of the requested amendment is to update the following School Board policies to conform to current legislation and statutes.

Policies 1500, 3500, 4500 - Remote Work
Policy 2520 - Selection and Adoption of Instructional Materials
Policy 5120 - Assignment within District
Policy 6233 - District Budget
Policy 6235 - Fund Balance
Policy 6550 - Travel and Per Diem
Policy 8325 - RECEIPT OF LEGAL DOCUMENTS BY DISTRICT EMPLOYEES

Approving the advertising and setting Public Hearing assures compliance with the provisions of Section 120.54 (3)(a)1, Florida Statutes (2021).

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
Policy 6550 Tavel and Per Diem
Policies 1500-3500-4500 - Remote Work
Policy 6233 District Budget
Policy 6235 Fund Balance
Policy 2520 1-4-24
Policy 5120 1-4-24
Policy 8325 1-4-24

6550 - **TRAVEL AND PER DIEM**

A. **In-County Travel**

Travel on official business performed within Manatee County by the Superintendent, District employees, and authorized persons shall be reimbursed based on rates posted for public employees on the Internal Revenue Service website as of January 1st preceding the new fiscal year and pursuant to F.S. 112.061; said mileage shall be determined by the District's mileage chart calculator or MapQuest based on the shortest distance and/or most economical means (if not available on the mileage chart) if travel is performed by personal automobile. No reimbursement shall be made for travel between an employee's home and his/her official headquarters. The Superintendent, or designee, may grant monthly allowances in fixed amounts for use of privately owned automobiles on official business. Such allowances shall be made on the basis of a signed statement of the traveler, filed before the allowance is granted or changed, and at least annually thereafter. The statement shall show the places and distances for an average typical month's travel, the reimbursable amount at distances for an average typical month's travel, the reimbursable amount at the established rate, and the monthly allowance requested. Under no circumstances shall the monthly allowance be greater than that to which the employee would be entitled at the established reimbursement rate.

B. **Out-of-County Travel**

Out-of-county travel is defined as travel outside of Manatee County. Overnight travel expenses will be reimbursed when the travel is ~~and~~ at least fifty (50) miles from the District's central offices or an employee's assigned worksite, except with advanced written approval from the Board, Superintendent, or Deputy Superintendent due to special circumstances deemed reasonable and necessary to stay overnight. Travel on official business will be reimbursed pursuant to F.S. 112.061. The Board may establish rates that vary from the per diem rate, the subsistence rates, or the mileage rate as provided for in statute.

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In Advance

In very limited circumstances, it may be necessary to provide funds in advance of travel. When approved by the Superintendent, expenses for out-of-county travel for employees and authorized representatives of the District shall be paid at the rate allowed by State law. Copies of receipts for lodging, transportation, tolls, registration fees, and parking must be attached to the traveler's request for reimbursement. Prior to receipt of advancement, the employee or authorized representative shall agree to repay all amounts of the advancement that are in excess of the documented expenditures which would otherwise be eligible for reimbursement under these policies.

C. **Prohibited Expenditures**

Expenditures for travel outside the District or for cellular phones, cellular phone service, personal digital assistants, or any other mobile wireless communication device or service, including text messaging, whether through purchasing, leasing, contracting, or any other method, are not permitted if any of the financial conditions outlined in F.S. 1011.051, and as set forth in Policy 6233 (District Budget), exist.

D. **Travel Costs Paid or Reimbursed from Federal Funds**

Travel payment and reimbursement provided from Federal funds must be authorized in advance and must be reasonable and consistent with the District's travel policy and administrative guidelines. For travel paid for with Federal funds, the travel authorization must include documentation that demonstrates that (1) the participation in the event by the individual traveling is necessary to the Federal award; and (2) the costs are reasonable and consistent with the District's travel policy.

To the extent that the District's policy does not establish the allowability of a particular type of travel cost, the rates and amounts established under 5 U.S.C. 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the administrator of general services, or by the president (or his/her designee), must apply to travel under Federal awards.

Book

Policy Manual

Section

1000 Administration

Title

REMOTE WORK

Code

po1500

Status

From Neola

1500 - REMOTE WORK

School Board employees are required to work at their assigned District building, District site, or school building. However, the Board recognizes that certain District-declared emergencies require remote work and that other unique circumstances may arise in which authorizing a temporary work assignment for a position is in the best interest of the District.

[ ] ~~certain positions allow for remote work.~~

~~[ ] certain District-declared emergencies require remote work.~~

Subject to any applicable bargaining agreement, eligible employees are only authorized to work remotely in accordance with this policy and procedures developed by the Superintendent.

Remote working can be considered when it provides an operational benefit to the Board; the responsibilities and duties of the position can be accomplished successfully from a remote environment; and the employee demonstrates the skills and abilities needed to effectively work remotely.

Employees are not permitted to work remotely unless approved in advance by the Superintendent.

Definitions

A. Remote Work/Working – a temporary work or work arrangement during which an employee performs their assigned job duties in an alternate work location away from their assigned District building, District site, or school building.

B. Alternate Work Location(s) - approved locations, other than the employee's normal assigned workplace, where official District business is performed. The most common alternate work location is the home of an employee. Alternate work locations must be approved in advance by the Superintendent.

C. Remote Working Agreement - Remote work arrangements are approved by the Superintendent and documented in writing in a remote working agreement. Remote working agreements include specific terms such as employee hours, employee responsibilities, employee expectations, and confidentiality. Remote working agreements may not exceed a contract year but may be renewed by the Superintendent.

~~[ ] contract year~~

~~[ ] semester~~

~~[ ] school year~~

~~[ ] _____~~

~~but may be renewed by the Superintendent.~~

Eligible Positions

Positions for which remote work may be authorized are determined at the discretion of the Superintendent during District-declared emergency or other unique circumstances in which a temporary remote work assignment for a position is in the best interest of the District.

~~[ ] those positions in which the job description specifically permits remote work.~~

~~[ ] determined at the discretion of the Superintendent during a District-declared emergency.~~

Termination of Remote Working Agreements

Remote working agreements are approved at the discretion of the Superintendent and may be revoked/terminated at any time.

Nothing in this policy is intended to interfere with, or supplant, any rights afforded to employees under the Americans with Disabilities Act, as amended, or Section 504 of the Rehabilitation Act of 1973.

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3500 - **REMOTE WORK**

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~~[ ] contract year~~

~~[ ] semester~~

~~[ ] school year~~

~~[ ] _____~~

~~but may be renewed by the Superintendent.~~

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~~[ ] contract year~~

~~[ ] semester~~

~~[ ] school year~~

~~[ ] _____~~

~~but may be renewed by the Superintendent.~~

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A. Preparation

The budget shall be prepared and administered in accordance with Florida statutes and in accordance with Policy 6220.

B. Implementation of Budget

Implementation of the official District budget shall give appropriations and reserves therein the force and effect of fixed appropriations and reserves, and the same shall not be altered, amended, or exceeded except as authorized.

The School Board shall monitor the budget on a monthly basis.

Expenditures may exceed the amount budgeted by function or object provided the Board approves the expenditures and amends the budget no later than the annual due date established by the State Department of Education for submitting the District's annual financial report.

Pursuant to State law, if the Board finds and declares in a resolution adopted at a regular meeting of the Board that the funds received for any of the following categorical appropriations are urgently needed to maintain Board-specified academic classroom instruction, or improve school safety the Board may consider and approve an amendment to the School District operating budget transferring the identified amount of the categorical funds to the appropriate account for expenditure:

1. funds for student transportation;
2. funds for ~~supplemental academic instruction~~ Educational Enrichment allocation as provided in F.S. 1011.62(1, f);
3. funds for the guaranteed allocation related to exceptional education students as provided in F.S. 1011.62(1, e)2;
4. funds for library media;
5. funds for instructional materials if all instructional material purchases necessary to provide updated materials that are aligned with applicable state standards and course descriptions and that meet statutory requirements of content and learning have been completed for that fiscal year, but no sooner than March 1st;

   Funds available after March 1st may be used to purchase computers and device hardware for student instruction that comply with the requirements of F.S. 1001.20(4)(a)1.b.
6. class size reduction as provided in F.S. 1001.685;
7. guaranteed allocation;
8. Federally connected students supplement as provided in F.S. 1011.62(10).

The Board shall monitor the budget on a monthly basis.

C. General Fund Ending Fund Balance

The Constitution of the State of Florida requires that the District operate under a balanced budget. The Board understands that there may be unforeseen circumstances that can result in increases or decreases in revenue and/or expenditures. These circumstances would thereby impact the financial stability of the District.

An adequate fund balance reserve is necessary to cover unforeseen events (e.g., revenue shortfalls, student enrollment under projections, etc.). During the annual budget development process, the Superintendent shall plan for a general fund reserve not classified as restricted, committed, or nonspendable of at least five percent (5%), to include a three percent (3%) statutory reserve and a two percent (2%) strategic reserve, and an additional contingency fund of up to three and one-half percent (3.5%), or provide the Board a written report explaining why these targets are not feasible. During the fiscal year, ~~T~~the Board shall maintain a general fund reserve of ending fund balance not classified as restricted, committed, or nonspendable of ~~up to five percent (5%) of recurring general fund revenues, but~~ no less than three percent (3%) but preferably at least five percent (5%). ~~The additional two percent (2%) will be assigned by the Board as a contingency fund to be used only for fiscal shortfalls.~~

1. If at the end of any fiscal year the General Fund Reserve ending fund balance not classified as restricted, committed, or non-spendable falls below three percent (3%) of actual revenues, excluding transfers, the Superintendent shall develop and submit to the Board for approval a plan to restore the ending fund balance to three percent (3%) of projected general fund revenues.

2. The Superintendent shall provide written notification to the Board and the Commissioner of Education if the portion of the general fund's ending fund balance not classified as restricted, committed, or nonspendable in the District's approved operating budget is projected to fall below three percent (3%) of projected general fund revenues during the current fiscal year.

The Superintendent shall submit to the Board for approval a plan to avoid a financial emergency as determined pursuant to F.S. 218.503.

If such a financial condition exists for two (2) consecutive fiscal years, the Superintendent will reduce the District's administrative expenditures reported pursuant to F.S. 1010.215 in proportion to the reduction in the general fund's ending balance or the reduction in student enrollment, whichever is greater, as part of the plan submitted to the Board to avoid a financial emergency as determined pursuant to F.S. 218.503.

The Superintendent shall also submit to the Commissioner of Education the Board-approved plan to avoid a financial emergency as determined pursuant to F.S. 218.503.

D. Loans to Schools

The Board may authorize loans from the General Fund to schools subject to the following provisions:

1. The purpose for which loans are made shall be for valid public education purposes.

2. Such loans shall be for the direct benefit of students.

3. All requests for loans must be made by the Principal and approved by the Superintendent and Associate Superintendent of Finance.

4. The Principal shall be directly responsible for the expenditure and repayment of such loans. If a payment is missed, the principal shall be given a period of one (1) calendar year from the date the payment is due to make said payment plus six percent (6%) interest on the amount due. No more than one (1) such annual payment may be allowed to be in arrears at one time.

5. The expenditure of loan proceeds shall be in accordance with all applicable laws, rules, regulations, and procedures.

Revised 7/27/21
Revised 12/13/22

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Legal

F.S. 1001.42

F.S. 1001.43

F.S. 1011.01

F.S. 1011.035

F.S. 1011.051

F.S. 1011.62

Last Modified by Tamela Moody on December 16, 2022

6235 - **FUND BALANCE**

The Superintendent has the responsibility of administering the budget, once adopted by the School Board. The Superintendent shall monitor the fund balances and shall report the balances to the Board monthly. As required by State law and Board Policy 6233 – District Budget, the Board shall maintain a general fund ending fund balance that is sufficient to address normal contingencies.

An adequate fund balance reserve is necessary to cover unforeseen events (e.g., revenue short falls, student enrollment under projections, etc.). During the annual budget development process, the Superintendent shall plan for a general fund reserve not classified as restricted, committed, or nonspendable of at least five percent (5%), to include a three percent (3%) statutory reserve and a two percent (2%) strategic reserve, and an additional contingency fund of up to three and one-half percent (3.5%), or provide the Board a written report explaining why these targets are not feasible. ~~If feasible,~~ During the fiscal year, the Board shall maintain a general fund reserve of ending fund balance not classified as restricted, committed, or nonspendable of ~~up to five percent (5%) of recurring general fund revenues, but~~ no less than three percent (3%) but preferably at least five percent (5%). ~~The additional two percent (2%) will be assigned by the Board as contingency funds to be used only for fiscal short falls.~~

Fund balances will be reported in the categories established by the Government Accounting Standards Board Statement 54 (GASB 54). Upon the recommendation of the Superintendent, the Board will impose constraints on any funds placed in the committed and assigned classifications.

The applicable categories for fund balance designations are:

A. Nonspendable Fund Balance

B. Restricted Fund Balance

C. Committed Fund Balance

D. Assigned Fund Balance

E. Unassigned Fund Balance

~~If, during the fiscal year, it appears to the Superintendent that the fund balance will be less than estimated, the Superintendent will bring forward for Board consideration recommendations that will protect the fund balances. Such recommendations shall be in accordance with requirements of the law.~~

~~If at any time during the school year, the portion of the general fund's ending fund balance not classified as restricted, committed, or non-spendable in the District's operating budget is projected to fall below three percent (3%) of projected revenues as prescribed by State law, the Superintendent shall provide written notification to the Board and the Commissioner of Education, as required by State law and Policy 6233 – District Budget.~~

Technical Change 12/6/19

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Constitution of the State of Florida

F.S. 1011.051

Government Accounting Standards Board Statement 54

Last Modified by Juli Schlarb on March 6, 2023

2520 - **SELECTION AND ADOPTION OF INSTRUCTIONAL MATERIALS**

The School Board adopts courses of study pursuant to State law. When adopting courses of study, State law also requires the Board to adopt and provide adequate instructional materials to students enrolled in the District.

'Adequate instructional materials' means a sufficient number of student or site licenses or sets of materials that are available in bound, unbound, kit, or package form and may consist of hard-backed or soft-backed textbooks, electronic content, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software that serves as the basis for instruction for each student in the core courses of mathematics, language arts, social studies, science, reading, and literature.

Furthermore, Federal law requires the Board to provide accessible instructional materials as specified in a student's Individualized Education Program (IEP). Such accessible instructional materials may be of a type or in a format as specified in the definition of adequate instructional materials in this policy.

"Library media center" means any collection of books, ebooks, periodicals, or videos maintained and accessible on the site of a school, including classrooms.

As required by State law, instructional materials adopted and used in the District shall be consistent with the goals and objectives in the District's adopted course of study and with the course descriptions established by State Board rule. The Board is responsible for the content of all instructional materials and any other materials used in a classroom, made available in a school library media center, or classroom library, or included on a reading list. Upon written request, an individual will be provided access to material or books specified in the written request that are maintained in a District library if such material or books are available for review. The school principal shall arrange for a convenient time to provide such access.

Each principal shall provide that instructional materials are used to provide instruction to students enrolled at the grade level or levels for which the materials are designed pursuant to adopted Board policies. Each principal shall communicate to parents the manner in which instructional materials are used to implement the curricular objectives of the school and the procedures for contesting the adoption and use of instructional materials. Principals are also responsible for overseeing compliance with District procedures for selecting school library media center materials at the school to which they are assigned and notifying parents of the process for objecting to the use of specific materials.

The Superintendent shall develop administrative procedures that set forth a process to involve staff in the review and evaluation of instructional materials. The staff involved in this process shall recommend to the Superintendent for submission to the Board for adoption the instructional materials that address the goals and objectives for adopted courses of study and the course descriptions established by State Board rule. The instructional materials shall be from the State-adopted instructional materials list if there has been a State adoption or from publishers and other resources if there has not been a State adoption. A meeting of a committee for the purpose of ranking, eliminating, or selecting instructional core materials (as defined in F.S. 10003.42 and F.S. 1006.28) for recommendation to the Board must be noticed and open to the public in accordance with F.S. 286.011. A committee convened for such purposes must include parents of ~~District~~ students who will have access to such materials.

The Superintendent's procedures shall also prescribe the process for the acquisition, management, use, accountability, and reporting requirements of all instructional materials.

Adoption of Instructional Materials

Prior to submitting a recommendation to the Board regarding the recommended instructional materials, those materials will be accessible for review online for at least twenty (20) calendar days prior to the open publicly noticed meeting at which a public hearing will be held so that the Board can receive comment, if any, about the instructional material under consideration for adoption. The Superintendent shall establish reasonable safeguards against the unauthorized use, reproduction, and distribution of the instructional material under consideration.

Following the public hearing, the Board may act upon the Superintendent's recommendation to adopt the instructional materials. The Board will select, approve, and adopt all instructional core materials as a separate line item on the regular (non-consent) agenda and will provide a reasonable opportunity for public comment.

At an open publicly noticed meeting following the meeting at which the instructional material is adopted, the Board shall consider a recommendation to approve an annual instructional materials plan that identifies any instructional materials to be purchased pursuant to the instructional materials review process described herein.

The Superintendent shall maintain a list of all adopted instructional materials.

Publication on Website of List of Instructional Materials and Process to Limit Student Access

The Board will publish on its website, in a searchable format, a list of all instructional core materials, including those used to provide required instruction under Florida law.

The Board will adopt and publish on its website the process for a parent to limit his/her student's access to materials in the school or classroom library.

Purchase of Instructional Materials

Following adoption by the Board, requisitions shall be issued to purchase current instructional materials from the State-adopted instructional materials list so that each student in kindergarten through grade 12 will have a major tool of instruction in core courses of the subject areas of mathematics, language arts, science, social studies, reading, and literature. Any materials purchased shall be free of pornography and material prohibited under F.S. 847.012, suited to student needs and their ability to comprehend the material presented, and appropriate for the grade level and age group for which the materials are used or made available. The Board will purchase all instructional core materials as a separate line item on the regular (non-consent) agenda and will provide a reasonable opportunity for public comment.

Requisitions shall also be issued to purchase instructional materials that will be the major tool of instruction for subjects in the State Course Code Directory for which the Board has adopted courses of study, but for which there are no materials on the State-adopted instructional materials list.

The Superintendent shall approve these purchases.

In any year in which the total instructional materials allocation for District has not been expended or obligated prior to June 30th, the unobligated amount shall be carried forward and added to the next year's allocation.

The District shall maintain on its website a current list of instructional materials, by grade level, purchased by the District.

Presentations to Students

Presentations to individuals or students by outside groups are deemed to be instructional, and as such, are subject to principal approval. These presentations must support the District curriculum and be approved by the principal in writing.

Achieving Desired Results from Instructional Materials

To achieve the desired results, the instructional materials must conform to the following:

A. be used as designed, including the recommended protocols of the time required;

B. support the current Florida State standards and District curriculum;

C. be culturally relevant;

D. be used in such a way that appropriate instructional practices meet the needs of all students, included ESE (Exceptional Student Education), ELL (English Language Learners), and gifted;

E. be the most current materials whether adopted, non-adopted, or ancillary;

F. contribute to achieving the District's mission and strategic objectives;

G. be included as part of teachers' lesson plans.

Criteria for Evaluation of Instructional Materials

As an inherent condition of employment, all instructional personnel must ensure that any materials used with student meet the criteria as follows:

A. support or contribute to achieving the School District's mission, core values, and strategic objectives;

B. provide an accurate portrayal of ethic, socioeconomic, cultural, and racial diversity in our society;

C. are accurate, objective, current, age-appropriate, and suited to the academic needs, reading levels, and comprehension levels of students, including ESE, ELL, and gifted;

D. meet the State and District standards;

E. are free of pornography or materials that are otherwise prohibited by Florida statute.

Use of Electronic Media

A. Instructional staff are required to be knowledgeable of the current School District's procedures regarding the Motion Picture Association of America (MPAA) Rating System for DVDs and other commercially produced non-print electronic media.

B. The MPAA Rating System is defined as follows:

1. G – Movie suitable for all ages
2. PG – Parental guidance suggested – Contains mature themes, may not be suitable for young children.
3. PG 13 – Parents strongly cautioned – Contains mature themes, may not be suitable for children under thirteen (13) years old.
4. R – Restricted – Contains mature themes (usually sex, violence, or profanity). Children under seventeen (17) not admitted without an adult.
5. NC17 – No children under seventeen (17) admitted.

C. Instructional staff must adhere to rules for using DVDs and other commercially produced electronic medial in the District. The use of electronic media must be relevant to the District curriculum and reflected in the lesson plan.

1. If films having a rating other than G are to be used at the elementary school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic medial title prior to its showing. Teachers will offer parents an opportunity to preview the materials.
2. If films having a rating other than G or PG are to be used at the middle school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic media title prior to its showing. Teachers will offer parents an opportunity to preview the materials.
3. If films having a rating other than G, PG, or PG-13 are to be used at a high school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic media title prior to its showing. Teachers will offer parents an opportunity to preview the materials.

Inventory of Adopted and District-Wide Instructional Materials

A. An annual inventory of all State adopted and District approved instructional materials and related teacher support materials for those items (not including consumables) shall be completed by each school site. This inventory includes materials purchased for use in place of State adopted items. The annual instructional materials inventory shall be completed through the District's approved software program for textbook inventory.

B. Each school shall complete and submit reports showing "0" quantity of unaccounted titles along with a list of lost/unaccounted materials to the District Instructional Materials Office to substantiate that the school's instructional materials inventory is complete. Items marked as

"unaccounted for" shall remain marked as such in the inventory record for the duration of the adoption for the subject.

Accountability

A. Each District school is accountable to the Board for the replacement or reimbursement of all lost State adopted and District recommended instructional materials.

B. If a student fails to pay for lost or damaged instructional materials either through monetary payment or community service, the principal may suspend the student from participating in extra-curricular activities until the obligation is satisfied.

C. All instructional materials purchased with District or school funds remain the property of the School District and must be retained at the site. Teachers to whom materials are checked out must return these materials before transferring to another school or leaving the District. Teachers will be required to pay for lost or damaged materials. If they do not make adequate restitution, they will be subject to disciplinary action. Materials lost by students or teachers will be replaced by the purchase of a duplicate copy in good condition for the first two (2) years after being marked lost or until the end of the adoption whichever comes first or payment of 100% of the original cost. This obligation shall remain open and active until satisfied.

D. Each school principal shall provide information regarding responsibility about and the value of loaned instructional materials to parents, students, and teachers. The District's "Code of Student Conduct" will include reference to the student's responsibility for lost books. The school will ensure that the school's teacher handbook includes reference to the teacher's responsibility regarding instructional materials loaned to them for use.

E. The following Florida statute should be included in both student and teacher handbooks. Responsibility of students and parents for instructional materials are as follows:

    1. All instructional materials purchased under the provisions of this part are the property of the District. When distributed to the students, these instructional materials are on loan to the students while they are pursuing their courses of study and are to be returned at the direction of the school principal or the teacher in charge. Each parent of a student to whom or for whom instructional materials have been issued, is liable for any loss or destruction of, or unnecessary damage to, the instructional materials or for failure of the student to return the instructional materials when directed by the school principal or the teacher in charge and shall pay for such loss, destruction, or unnecessary damage as provided by law.

    2. Nothing in this part shall be construed to prohibit parents from exercising their right to purchase instructional materials from the School District.

Sale of Instructional Materials

A. The Board does not keep an inventory of instructional materials used in the District's schools for loan or sale to community members.

B. Those wishing to purchase copies of the textbooks used by the students in the School District should contact the Board Instructional Materials Office where assistance in procuring the appropriate materials will be provided.

Obsolete, Unserviceable or Surplus Instructional Materials

A. Instructional materials may become obsolete, unserviceable, or surplus as follows:

1. when they are replaced by newly adopted materials;
2. when the condition of the materials makes them unwanted.

With District level approval through the Instructional Materials Office, schools are encouraged to give their unwanted instructional materials to other public education programs within the District or State, to their teachers to use in developing supplementary teacher materials, to students or others, or to any charitable organization, governmental agency, home education students, or private schools. School District Instructional Materials labels must be removed from any and all surplus materials being received by any organization or individual.

B. District or schools may sell their unwanted instructional materials that are out of adoption to used book dealers, recycling plants, pulp mills, or other persons, firms, or corporations upon such terms as most economically advantageous to the School District.

Replacement and Purchase of Instructional Materials by Students/Parents

Students shall be held responsible for the cost of replacing any instructional materials lost, destroyed, or unnecessarily damaged. Failure to provide payment for the damage or loss may result in the suspension of the student from participation in extra-curricular activities, or the debt may be satisfied by the student performing community service activities at the school site as determined by the school principal.

A student or their parent(s) may purchase a copy of the designated course instructional materials, regardless of format, for the District's purchase price, including shipping, plus ten percent (10%).

Cost of materials may be charged for materials used in those activities beyond the basic curriculum in which a student elects to participate, particularly in activities where the product becomes the property of the student.

Process for Parents and Residents to Contest Adoption of Instructional Materials

The following individuals may file an objection to the adoption of a specific instructional material:

A. parents of students in the District; and

B. residents of the county.

For purposes of this policy, 'resident' means a resident of the county who has maintained his/her residence in Florida for the preceding year, has purchased a home that is occupied by him/her as his/her residence, or has established a domicile in Florida pursuant to F.S. 222.17.

Filing a Petition

A parent or resident must file a petition with the Board within thirty (30) calendar days after the Board's adoption of specific instructional material on a form provided by the Board. The petition form shall be publicly available by visiting any school in person or by accessing the link on the Board's website. The petition must be signed by the parent or resident, include the required contact information, and state the objection to the instructional material based on the criteria set forth in F.S. 1006.31(2) or 1006.40(3)(d).

Timeframe for Hearing

When the thirty (30) calendar day period following Board adoption of the instructional material in question has expired, the Board will conduct at least one (1) open public hearing before an unbiased and qualified hearing officer for all timely petitions received.

Hearing Officers

Hearing officers are not employees or agents of the District with the exception of any agreement entered into for purposes of conducting the hearings set forth herein. Hearing officers shall be selected annually by the Board from a list of candidates provided by the Superintendent.

Procedures for Hearings

Petitioners will have an adequate and fair opportunity to be heard and present evidence to the hearing officer. Hearings shall be conducted as follows:

A. The petitioner may make an opening statement.

B. The District's representative may make an opening statement.

C. The petitioner may present evidence (including documents and testimony from witnesses) that instructional material does not meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.

D. The District representative may present evidence (including documents and testimony from witnesses) that the instructional material does meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.

E. The petitioner may make a closing statement.

F. The District representative may make a closing statement.

Within fourteen (14) days of the date of the hearing, the hearing officer shall submit a recommended order to the Board. The Board shall consider the recommended order and enter a final order at a publicly noticed Board meeting. If the petitioner proves that instructional material does not meet the criteria required under F.S. 1006.28, or contains prohibited material under that statute, it shall be removed in accordance with Florida law. The Board's decision is final and not subject to further petition or review.

Hearings under this policy are not subject to the provisions of F.S. Chapter 120.

Parent and Resident Objections to Instructional Material Used in Classrooms, Made Available in a School or Classroom Library, or Included on a Reading List

The District's process and objection form, which are easy to read and understand, are accessible on the homepage of the District's website.

Parents and residents of the county may object to the use of a specific instructional material in the classroom, made available in a school or classroom library, or included on a reading list based on the criteria set forth in F.S. 1006.28(2)(a)2. or F.S. 1014.05(1)(c).

For purposes of this policy, 'resident' means a resident of the county who has maintained their residence in Florida for the preceding year, has purchased a home that is occupied them as their residence, or has established a domicile in Florida pursuant to F.S. 222.17.

Parents and residents of the county ~~should~~ must make any such objection by utilizing the standard objection form adopted by the State Board of Education, ~~in writing to the principal~~ which shall identify the District's point of contact and contact information for the submission of an objection, identifying the specific instructional material and stating the basis for the objection.~~.~~

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The District point of contact will notify the school or schools that have the identified specific instructional material in their inventory. All submitted documents will be shared with the Principal(s).

Any material that is subject to an objection on the basis that it is pornographic or prohibited under F.S. 847.012 or depicts or describes sexual conduct as defined in F.S. 847.001(19) (unless such material is for a course required by F.S. 1003.46, F.S. 1003.42(2)(n)1.g., F.S. 1003.42(2)(n)3., or identified by State Board of Education rule) must be removed within five (5) school days of receipt of the objection and remain unavailable to students of that school until the objection is resolved.

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The Deputy Superintendent of Instructional Services will appoint one or more principals to conduct the school-level review of the identified material. The principal(s) conducting the review, or any committee designated by the principal, shall:

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1. Inform the school's SAC of the objection.
2. Read and review the challenged books or materials.
3. Review the completed Library and Instructional Material Objection Form.
4. Consult professional review and academic resources to weigh the merits against alleged faults considering the material as a whole.
5. Determine the extent to which the material meets the FLDOE Criteria for Selection to reach a school decision.

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After review, the principal, or committee designated by the principal, will communicate their decision to the curriculum department and District point of contact. If the decision is to discontinue the book at the identified school level, the principal must submit a written ~~decision~~ report to the Deputy Superintendent of Instructional Services summarizing, at minimum:

1. The school-based decision

2. The specific basis for discontinuing use of the book or material
3. The content aligned to the specific basis for discontinuing use of the book or material

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Within 90 days of the receipt of the formal challenge, the Deputy Superintendent of Instructional Services will communicate the school-based decision to the complainant, all school principals, and community stakeholders.

~~The principal will review the objection and may meet with the teacher or objector, or both, in an attempt to resolve the objection, which may include using an alternative instructional material.~~ If the objection is not resolved to the objector's satisfaction, the complainant may submit a request in writing to the Deputy Superintendent of Instructional Services for a district-level review. The written request must be submitted within 30 days of the complainant receiving notification of the school-based decision. Only the original complainant may appeal a prior decision.~~the principal shall refer the matter to the appropriate District-level curriculum supervisor.~~

The Deputy Superintendent of Instructional Services, in coordination with the District Library Media Coordinator, curriculum department, and other stakeholders, will review the material under objection and all documentation from the school-level review processes. Within 30 days of receiving the written request for a district-level review, the Deputy Superintendent of Instructional Services will submit a written decision to the complainant. If the district-based decision results in a modification to the status of a material at the school level, the decision will be communicated to all school principals.

~~The District-level curriculum supervisor will meet with the objector and attempt to resolve the objection.~~ If the objection is still not resolved to the objector's satisfaction, the complainant may submit a request in writing to the Deputy Superintendent of Instructional Services for an appeal to the School Board. The written request must be submitted within 30 days of the complainant receiving notification of the district-level decision. Only the original complainant may appeal a prior decision. T~~t~~he matter will be referred for a hearing, using the hearing procedures set forth in Policy 2520.

If the Board finds that the instructional material does not meet the criteria under F.S. 1006.28(2)(a)2.a. or that any other material contains prohibited content under F.S. 1006.28(2)(a)2.b., the district will discontinue use of the material for any grade level or age group for which such use is inappropriate or unsuitable. ~~The decision of the Board shall be final.~~

If a parent disagrees with the determination made by the Board on the objection to the use of a specific material, a parent may request the Commissioner of Education to appoint a special magistrate who is a member of The Florida Bar in good standing and who has at least five (5) years' experience in administrative law. The special magistrate shall determine facts relating to the District's determination, consider information provided by the parent and the District, and render a recommended decision for resolution to the State Board of Education within 30 days after receipt of the request by the parent.

The State Board of Education must approve or reject the recommended decision at its next regularly scheduled meeting that is more than seven (7) calendar days and no more than thirty (30) days after the date the recommended decision is transmitted. The costs of the special magistrate shall be borne by the District.

Free School-Related Instructional Materials

Free instructional materials may be accepted for classroom and school purposes under conditions that meet all the following criteria:

A. The initiative for securing the materials should be of the type that teachers seek rather than materials forwarded to them to promote the interests of an outside agency.

B. The materials should fill a legitimate purpose of the school curriculum.

C. The advertising feature of the materials should be minimized.

D. Educational films should contain a minimum amount of commercial advertising.

Equipment or Instructional Materials Vendors

The principal may permit vendors to demonstrate and show only that equipment and instructional materials which can be used to improve the instructional program and which are under consideration for purchase by the school.

New Worlds Reading Initiative

The New Worlds Reading Initiative, created by the Florida Department of Education, provides high-quality, free books directly to prekindergarten through grade ~~K-~~5 students who are not yet reading ~~below~~ on grade level-, who score below a level 3 in the preceding year's Statewide, standardized English Language Arts Assessment (ELA), or who have a substantial reading deficiency identified under F.S. 1008.25, or who have a substantial deficiency in early literacy skills based upon the results of the coordinated screening and progress monitoring under F.S. 1008.25.~~and to improve the literacy skills of students in K-12~~.

The School District must notify parents of eligible students upon enrollment and at the beginning of each school year options for specific book topics or genres in order to maximize student interest in reading. The District must coordinate monthly book deliveries with the program administrator beginning no later than October and continuing through at least June. The District must participate in the initiative by partnering with local nonprofit organizations and raising awareness by using marketing materials provided by the program administrator. A student's eligibility for the initiative continues until promotion to grade 6 or until the parent opts out of the initiative.

The District shall coordinate with each charter school it sponsors for the purposes of identifying eligible students, notifying parents, coordinating book deliveries, providing the opportunity to annually select book topics and genres, and raising awareness of the initiative.

The District shall also establish a data sharing agreement with the initiative's administrator to allow for a streamlined student verification and enrollment process.

The Statewide ELA is not the sole determiner of promotion. Additional evaluations, portfolio reviews, and assessments are available to the child to assist parents and schools in identifying the reading level of the student. A parent of a student in grade 3 who is identified anytime during the year as being at risk of retention may request that the school begin collecting evidence for a portfolio.

Annual Report to the Florida Department of Education

Annually, beginning June 30, 2023, the Board shall submit to the Commissioner of Education a report that identifies the following:

A. Each material for which the District received an objection, including the grade level and course the material was used in, for the school year and the specific objections thereto;

B. Each material that was removed or discontinued; and,

C. Each material that was not removed or discontinued and the rationale for not removing or discontinuing the material.

School Library Media Centers and Reading Lists

Effective July 1, 2022, each book newly made available to students through a school library media center, or classroom library, or included in a recommended or assigned school or grade level reading list must be selected and approved by a District employee who holds a valid educational media specialist certificate, regardless of whether to book is purchased, donated or otherwise made available to students.

Revised 7/24/18

Revised 1/25/22

Revised 9/13/22

Revised 5/9/23

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Legal

F.S. 119.071

F.S. 212.183

F.S. 1001.215

F.S. 1002.22

F.S. 1003.485

F.S. 1006.28

F.S. 1006.28 through 1006.42

F.S. 1006.40

F.S. 1008.22

F.S. 1008.25(5)(a)

F.S. 1008.25(5)(c)

F.S. 1014.05

F.A.C. 6A-6.03028

34 C.F.R. Part 300

5120 - **ASSIGNMENT WITHIN DISTRICT**

The School Board authorizes the Superintendent to recommend residential attendance zones for each school, subject to the review and approval of the Board. All students shall attend the school serving the student's residential attendance zone, except as authorized by the school choice program or otherwise provided by Board rule.

A student's residential attendance zone is determined by the location of the residence of his/her enrolling parent as defined by Board policy.

Procedures

Requirements for Student Enrollment in the School District

A. Principal's Responsibility for Student Enrollment

1. Principals shall ensure that student enrollment procedures are posted on school based websites.

2. At the direction of the Superintendent, the principal or head of each enrollment site shall require evidence of the documentation needed for enrollment.

3. The Principal or head of each enrollment site shall ensure that accurate student data is entered in the electronic student data system upon enrollment.

B. Parent's Responsibility for Student Enrollment

All students entering a Florida school for the first time must present the following items.

1. Birth certificate or other proof of date of birth. Student must be five (5) years old on or before September 1st to attend kindergarten, six (6) years old on or before September 1st to attend first grade. However, if student is transferring from out-of-state, the conditions listed in Students Transferring from Out-of-State below apply. Date of birth may be verified by:

    a. original or certified copy of a state birth certificate

    b. baptismal certificate showing date of birth and place of baptism, with shown affidavit

    c. insurance policy on child in force at least two (2) years

    d. bible record of child's birth with parental sworn statement

    e. passport or certificate of arrival in United States showing age of child

    f. school record at least four (4) years prior, showing date of birth

    g. parent's sworn affidavit, with certificate of examination showing the child's age from a health officer or physician

    The certificate must include the health officer or physician's name, address, and phone number.

2. Proof of residency: This is used to determine the assigned school. Acceptable forms of residency include:

    a. current electric or water bill

    The bill must show address and name of parent/guardian.

b. current lease agreement with parent/guardian's name

c. official letter from company providing housing with parent/guardian's name

d. Migrant Certificate of Eligibility

e. school choice letter

If parent cannot provide the above requirements, they must visit the Parent Information Center for verification of address. Parent must bring a notarized statement from the owner/lessee of the home where they are living, stating the names of all people residing at the address. In addition, parent must bring a current utility bill (power or water) with the owner/lessee's name and address.

Falsification of addresses can make a student ineligible for high school athletics for one (1) calendar year.

3. Florida Certificate of Immunization. All new students entering the District must have a completed Florida Certificate of Immunization.

4. Physical examination. An examination paper must be signed by a licensed examiner and must have been issued within twelve (12) months prior to enrollment. Physical must be a head-to-toe exam. Out-of-state physicals are acceptable provided they meet Florida exam requirements.

5. Social Security Number. Parents are asked, but not required, to provide a Social Security number.

6. Most recent report card. Parents are asked, but not required, to provide the latest report card with address and phone number of previous school for students entering grades 1-12.

7. Special Education Records. Copies of any special education records such as Individual Education Plan (IEP) will assist with placement of students in the appropriate classes. Although this is strongly urged, it is not a requirement for admission.

8. Legal guardianship papers if applicable.

Designated Attendance Areas

A. The Superintendent shall recommend designated attendance areas for schools as appropriate.

B. Any student residing in a designated attendance area of a school shall be assigned to attend that school.

C. The adopted designated attendance areas are incorporated herein as a part of this rule.

D. Information pertaining to the designated attendance areas is available at the Office of Student Demographics, Projections, and Assignment or through a variety of media including the District's website, www.manateeschools.net by clicking departments and then clicking on the Office of Student Demographics, Projections, and Assignment.

E. In creating or modifying school attendance areas, the District shall maximize efforts to create and maintain diversity in enrollment as provided for in the District's Voluntary Desegregation Plan.

F. If a child has been enrolled at the wrong District school as a result of either school error or inaccurate information provided by the parent, the principal shall notify both the parent and the Office of Student Demographics, Projections, and Assignment of this error. The parent shall be

directed to apply to the District Parent Information Center for verification of the appropriate school of assignment.

G. If a parent refuses to remove a child from attendance at the wrong school, the principal of that school shall request that the Office of Student Demographics, Projections, and Assignment remove the student from the school's attendance roster and assign the student to the appropriate school. The Office of Student Demographics, Projections, and Assignment shall notify the parents in writing of the assignment to the appropriate school. Refusal to attend the assigned school shall constitute violation of the compulsory school attendance law.

Changes to Designated Attendance Areas

When the Superintendent intends to recommend changes to designated attendance areas, the procedures outlined below shall be followed and a notice of intent to develop a rule will be advertised to the public.

A. Redistricting may occur when a school opens or closes.

1. Forming the Redistricting Committee

   a. Each school potentially affected is identified and the principal of each of these schools will appoint three (3) staff members, three (3) parents, and one (1) administrator to serve as the school's representatives on the redistricting committee.

   b. The principal of each feeder school potentially affected will be asked to identify one (1) staff member, one (1) parent, and one (1) administrator to serve as representatives on the redistricting committee.

   c. Each committee will also include representatives of School Support Services; the Student Demographics, Projections, and Assignment Office; and the Transportation Department as appointed by the Superintendent or designee.

2. Redistricting Committee Meetings

   a. An organizational meeting will be scheduled and the Superintendent will provide materials to committee members and an explanation of the factors and parameters to be considered in drawing designated attendance areas for each school. These include:

      1. data indicating the number of students living in each designated area and the actual number of children attending each school categorized by minority percentage and by the race neutral factors used in the Voluntary Desegregation Plan
         g
         The race neutral factors are socio-economic status (SES), Limited English Proficient (LEP), Exceptional Student Education (ESE) gifted, and ESE non-gifted.

      2. maps reflecting the geographical area and location of students within each attendance area

      3. factors and parameters:

         a. capacity of each school facility

         b. natural boundaries such as rivers, highways, railroads

         c. distance students must travel to and from school

d. socio-economic composition of schools impacted by boundary changes

e. all race neutral factors as they reflect the District wide demographics

b. The committee will be divided into three (3) sub-committees (A, B, and C) with representation from each participating school to serve on each sub-committee. Each sub-committee will be charged with drawing designated attendance areas for each affected school for consideration by the Superintendent.

c. Each sub-committee will identify a chairperson and schedule all meetings of the sub-committee as needed to complete drawing designated attendance areas. Each sub-committee will include a District staff person to serve as meeting coordinator and also as an information resource.

d. Each sub-committee will reconvene with the Superintendent to review the pros and cons of each option developed.

3. Board Workshop on Redistricting

a. Each sub-committee will present its recommendation (Plan A, B, or C) to the Board at a workshop session.

b. Committee representatives will then be charged with presenting plans A, B, and C to their individual school communities for input and feedback at their SAC/PTO meetings.

4. Advertising & Setting a Public Hearing

The Board will authorize advertising of its intent to adopt a rule and set a public hearing and special Board meeting to consider adopting a redistricting plan.

5. Public Hearing/Special Board Meeting

a. The Superintendent will recommend a redistricting plan, which may be plan A, B, or C, or a variation thereof.

b. Public comment will be heard.

c. The Board will take action on the Superintendent's recommendation.

B. Realignment may occur when any school facility becomes over or under utilized, or when deemed appropriate by the Superintendent.

1. Forming the Realignment Committee

a. The schools potentially affected are identified and the principal of each of these schools will appoint three (3) staff members, three (3) parents, and one (1) administrator to serve as the school's representatives on the realignment committee.

b. The principal of each feeder school potentially affected will be asked to identify one (1) staff member, one (1) parent, and one (1) administrator to serve as representatives on the realignment committee.

c. The committee will also include representatives of School Support Services; the Student Demographics, Projections, and Assignment Office; and the Transportation Department as appointed by the Superintendent or designee.

2. Realignment Committee Meetings

a. An organizational meeting will be scheduled and the Superintendent will provide materials to committee members and an explanation of the factors and parameters to be considered in modifying designated attendance areas. These include:

    1. data indicating the number of students living in each designated area and the actual number of children attending each school categorized by minority percentage and by the race neutral factors used in the Voluntary Desegregation Plan

       The race neutral factors are SES, LEP, ESE gifted, and ESE non-gifted.

    2. maps reflecting the geographical area and location of students within each attendance area

    3. factors and parameters:

        a. capacity of each school facility

        b. natural boundaries such as rivers, highways, railroads

        c. distance students must travel to and from school

        d. socio-economic composition of schools impacted by boundary changes

        e. all race neutral factors as they reflect the District wide demographics

b. The committee will be charged with recommending designated attendance areas for consideration by the Superintendent.

c. The committee will identify a chairperson and schedule all meetings of the committee as needed to draw the recommended designated attendance areas. The committee will include a District staff person to serve as meeting coordinator and also as an information resource.

d. The committee will reconvene with the Superintendent to review the pros and cons of the option developed.

3. Board Workshop on Realignment

    a. The committee will present its recommendation to the Board at a workshop session.

    b. Committee representatives will then be charged with presenting the plan to their individual school communities for input and feedback at their SAC/PTO meetings.

4. Advertising & Setting a Public Hearing

   The Board will authorize advertising of its intent to adopt a rule and set a public hearing and special board meeting to consider adopting a redistricting plan.

5. Public Hearing/Special Board Meeting

    a. The Superintendent will recommend a realignment plan which may be the committee's plan or a variation thereof.

    b. Public comment will be heard.

    c. The Board will take action on the Superintendent's recommendation.

C. Adjustment may occur when a geographic area is identified that has no immediate impact on a school or facility but by adjustment will more clearly define the intent of an existing boundary, or, when the future of a geographic area will more closely align the District with the intent of the Voluntary Desegregation Plan, or, when the geographic area will better utilize existing facilities in the future.

1. Forming the Adjustment Committee

    a. The schools potentially affected are identified and the principal of each of these schools will appoint a staff member, a parent, and an administrator to serve as the school's representatives on the adjustment committee.

    b. The principal of each feeder school potentially affected will be asked to identify one (1) staff member, one (1) parent, and one (1) administrator to serve as representatives on the adjustment committee.

    c. The committee will also include representatives of School Support Services; the Student Demographics, Projections, and Assignment Office; and the Transportation Department as appointed by the Superintendent or designee.

2. Adjustment Committee Meetings

    a. An organizational meeting will be scheduled and the Superintendent will provide materials to committee members and an explanation of the factors and parameters to be considered in adjusting designated attendance areas. These include:

        1. data indicating the number of students living in each designated area and the actual number of children attending each school categorized by minority percentage and by the race neutral factors used in the Voluntary Desegregation Plan

           The race neutral factors are SES, LEP, ESE gifted, and ESE non-gifted.

        2. maps reflecting the geographical area and location of students within each attendance area

        3. factors and parameters:

            a. capacity of each school facility

            b. natural boundaries such as rivers, highways, railroads

            c. distance students must travel to and from school

            d. socio-economic composition of schools impacted by boundary changes

            e. all race neutral factors as they reflect the District wide demographics

    b. The committee will be charged with recommending adjustments to designated attendance areas for consideration by the Superintendent.

    c. The committee will identify a chairperson and schedule all meetings of the committee as needed to complete the recommended adjustments to designated attendance areas. The committee will include a District staff person to serve as meeting coordinator and also as an information resource.

    d. The committee will reconvene with the Superintendent to review the pros and cons of the adjustment developed.

3. Board Workshop on Redistricting

   a. The committee will present its recommendation to the Board at a workshop session.

   b. Committee representatives will then be charged with presenting the plan to their individual school communities for input and feedback at their SAC/PTO meetings.

4. Advertising & Setting a Public Hearing

   The Board will authorize advertising of its intent to adopt a rule and set a public hearing and special Board meeting to consider adopting a redistricting plan.

5. Public Hearing/Special Board Meeting

   a. The Superintendent will recommend a redistricting plan which may be the committee's plan or a variation thereof. b. Public comment will be heard.

   b. The Board will take action on the Superintendent's recommendation.

D. The Board agrees that it is in the best interest of the community that subdivisions and specific master-planned communities that are zoned for one particular school remain zoned for that specific school, in the event that the subdivision and specific masterplanned community is later expanded, parcels are acquired, and further homes added. This will ensure greater community and expectations of those living within the community. It is not the intention of this Board that this policy will apply to allow mergers of communities that were built separately and thereafter become merged and/or acquired by one of the subdivisions.

E. **Administrative Rezoning**

An administrative rezoning is a rezoning that affects a change in the current designated school of regular attendance for an area of land that has potential or has entitlements for future residential development. The rezoning may affect high schools, middle schools, or elementary schools or any combination thereof. The Superintendent may propose an administrative rezone to the Board.

The following conditions are considered to be consistent with an administrative rezone:

1. An administrative rezoning is discretionary and should reflect a need to balance current or projected student enrollment among schools, or otherwise achieve the goals of the District.

2. The timing of the administrative rezoning can occur up to the issuance date of the first building permit for a new residential development.

3. Any proposed administrative rezoning must~~shall~~ be brought to the School Board for consideration of approval. ~~approved by the Board~~.

~~D.~~

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School Choice Program

The District's school choice controlled open enrollment school program provides a public education delivery system that allows a parents' indicated preferential educational choice as a significant factor.

A. The school choice program provides an opportunity for all students in Manatee County to apply for assignment to any District school that is within the designated elementary cluster or middle school region of the student's zoned school as determined by the address of the student's enrolling parent. Approval of school choice applications will be determined according to criteria established in

F.S. 1002.31.

B. The current capacity of each school is identified on the School District's website. The capacity incorporates the specifications, plans, elements, and commitments contained in the School District's educational facilities plan and the long-term work programs required under F.S. 1013.35.

C. Preferential treatment is provided in the school choice process to all of the following:

1. Dependent children of active duty military personnel whose move resulted from military orders.

2. Children who have been relocated due to a foster care placement in a different school zone.

3. Children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent.

4. Students residing in the School District.

D. Students residing in the District may not be displaced by a student from another district seeking enrollment under the controlled open enrollment process.

E. For purposes of continuity of educational choice, a student who transfers pursuant to this section may remain at the school chosen by the parent until the student completes the highest grade level at the school.

F. The Board shall adopt by rule and post on its website the process required to participate in controlled open enrollment. The process:

1. adheres to Federal desegregation requirements;

2. allows parents to declare school preferences, including placement of siblings within the same school;

3. provides a lottery procedure to determine student assignment and establish an appeals process for hardship cases;

4. affords parents of students in multiple session schools preferred access to controlled open enrollment;

5. maintains socioeconomic, demographic, and racial balance;

6. addresses the availability of transportation;

7. maintains existing academic eligibility criteria for public school choice programs pursuant to F.S. 1002.20(6)(a).

G. Identifies schools that have not reached capacity, as determined by the School District.

H. Ensures that the Board adopts a policy to provide preferential treatment pursuant to paragraph (2)(c).

I. In accordance with the reporting requirements of F.S. 1011.62, the Board shall annually report the number of students exercising public school choice, by type, in accordance with rules adopted by the State Board of Education.

J. For a school or program that is a public school of choice under this section, the calculation for compliance with maximum class size pursuant to F.S. 1003.03(4) is the average number of students at the school level.

K. The School District shall not delay eligibility or otherwise prevent a student participating in controlled open enrollment or a choice program from being immediately eligible to participate in interscholastic and intrascholastic extra-curricular activities.

A student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets one (1) of the following criteria:

1. Dependent children of active duty military personnel whose move resulted from military orders.

2. Children who have been relocated due to a foster care placement in a different school zone.

3. Children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent.

4. Authorized for good cause in District or charter school policy.

L. Applications to participate in the school choice controlled open enrollment program shall be available at all school sites, the Office of Student Assignment (OSA), and on the District's website during the choice controlled open enrollment application period. This form shall be completed by the student's enrolling parent or legal guardian and submitted to the designated office prior to the close of the choice controlled open enrollment application period.

M. Students who have been approved through the choice process to attend a school out of their assigned area will be governed by the following rules:

1. Students receiving school choice are approved through the completion of the highest grade level at that school. The choice school therefore becomes the student's assigned District attendance school. However, the principal may recommend that the student be withdrawn and returned to his/her home zoned school for unacceptable academic performance, nonattendance, habitual tardiness, or disciplinary issues. The principal's recommendation is subject to review by the District Administrative Appeals Committee.

2. Students who are approved for choice are expected to continue in attendance at the choice school throughout at least one (1) school year, and may then apply for a different school, including their original boundary assigned school, but only through application during the choice designated application period.

N. Beginning by the 2017-2018 school year, as part of the School District's controlled open enrollment process, and in addition to the existing public school choice programs provided in F.S. 1002.20(6)(a), the District school shall allow a parent from any school district in the State whose child is not subject to a current expulsion or suspension to enroll his/her child in and transport his/her child to any public school that has not reached capacity in the District, subject to the maximum class size pursuant to F.S. 1003.03 and s. 1, Art. IX of the State Constitution. The School District shall accept the student, pursuant to the District's controlled open enrollment process, and report the student for purposes of the School District's funding pursuant to the Florida Education Finance Program. Transportation for students is not provided.

Use of Guardianship Affidavit

A. When a student's parent or legal guardian resides outside of Manatee County, temporary guardianship may be granted to a Manatee County resident for school enrollment purposes. However, both the parent and temporary guardian must complete a guardianship affidavit and evidence of parent address prior to the student's enrollment in the School District. The school assignment will be based on the verified address of the temporary guardian.

B. A student whose parent/guardian resides in Manatee County may be assigned to a school based on the residence of a temporary guardian only when verification of the need for same is provided by a local agency such as the Department of Children and Family Services. Lacking any such verification, all students will be assigned to school based on the residence of their parent/legal guardian, unless written approval to the contrary is approved through the Office of Student

Demographics, Projections, and Assignment following review and approval of District Administrative Appeals Committee.

Students Transferring from Out-of-State

A. Any student who transfers from an out-of-state public or nonpublic school and who meets the regular age requirements for admission to Florida public schools shall provide the documentation listed in Parent's Responsibility for Student Enrollment above prior to admission. In determining the students' placement:

    1. The District will consider the students' last successful grade of completion as evidenced in the students' school records.

    2. In the absence of school records, the student will be tested and placed according to Policy 5410, Student Progression.

B. Any student who transfers from an out-of-state public school and who does not meet regular age requirements for admission to Florida public schools shall provide the following prior to admission:

    1. Official documentation that the parent(s) or guardian(s) was a legal resident(s) of the state in which the student was previously enrolled in school.

    2. Acceptable documentation is as follows:

        a. Deed, listing homeownership in that state.

        b. Lease or rental agreement.

        c. Electric or water bill,

        d. Tax return for the most recent tax year.

        Supporting documentation, must list the name and former address of the parent(s) or guardian(s) in that state.

        e. An official letter or transcript from proper school authority which shows record of attendance of a minimum of one (1) week in Kindergarten or First Grade, academic information, and grade placement of the student.

        f. Florida Certificate of Immunization.

    3. Evidence of Date of Birth as provided in Parent's Responsibility for Student Enrollment of this policy.

    4. Physical examination. An examination paper must be signed by a licensed examiner and must have been issued within twelve (12) months prior to enrollment. Physical must be a head-to-toe exam. Out-of-state physicals are acceptable provided they meet Florida exam requirements.

C. Any student who transfers from an out-of-state nonpublic school and who does not meet regular age requirements for admission to Florida public schools shall be admitted if the student meets age requirements for public school within the state from which s/he is transferring and if the transfer of the student's academic credit is acceptable under the rules provided in section 4.9, Student Progression, of the policies and procedures of the Board. Prior to admission, the parent or guardian must provide the documentation required in Item B of this section above.

District Administrative Appeals Committee

The District Administrative Appeals Committee is established to review parent requests for hardship consideration for attending a school other than the assigned boundary school. The committee shall be made up of various directors and supervisors of District programs, including the directors of elementary, middle, and high school.

District Child Study Team

As part of the District student assignment process, at-risk students may be referred by the principal to the Office of Dropout Prevention and Alternative Education for consideration for additional support services and strategies at the school level or for alternative placement. This referral may be made for students with extreme behavioral or attendance and tardiness issues. The District Dropout Prevention Specialist may refer the request to the District Child Study Team.

However, any such referral must be supported by extensive evidence of a review by the school child study team, including parental involvement, and implementation of resulting recommended strategies. All ESE student referrals shall be subject to applicable law. The District team shall consider all learning issues, including the best interest of the referred student, as well as the best interest of other students and staff of the referring school in resolving student issues.

Class Size Assignments

A. In compliance with F.S. 1003.03, which requires all districts to adhere to class size maximums, a student may be assigned from the zoned school to another District school (alternate school) at date of enrollment due to a grade level reaching maximum class size capacity.

B. When a school reaches maximum class size capacity in one or more grade levels, the following procedures will apply to new enrollments:

1. Students in the same family will be assigned to the same alternate school. The parent/guardian may choose to enroll student(s) in open grade levels at the zone school and have only the student(s) in the closed grade(s) assigned to an alternate school.
2. Students assigned to an alternate school due to class size are assigned to the school for the remainder of the school year.
3. Transportation is provided to students living more than two (2) miles from the assigned school.
4. Students who have been placed by a class size assignment have a priority for enrollment at the zone school for the following school year.
5. The parent/guardian of student(s) may choose to remain at the alternate school to the highest grade available at that school. No transportation is provided after the first year.
6. Incoming siblings will be permitted to attend the same class size assignment school as a student who remained at an alternate school.

Student Assignment to School or Program

The Superintendent or designee is authorized to assign a student to any program or school as deemed to be in the best interest of the student or School District.

Revised 3/12/19

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Legal

F.S. 1000.05
F.S. 1001.41
F.S. 1002.20
F.S. 1002.31
F.S. 1003.06

Last Modified by Tammy R Shroyer on June 20, 2023

8325 - RECEIPT OF LEGAL DOCUMENTS BY DISTRICT EMPLOYEES

Service of Process on the School Board

Pursuant to Florida law, in all suits against the Board, service of process shall be had on the Chair of the Board or, if s/he cannot be found, on the Superintendent as executive officer of the Board or, in the absence of the Chair and the Superintendent, on another member of the Board. Additionally, the Board authorizes both the School Board's attorney and the District's General Counsel to accept service of process on behalf of the Chair of the Board, the Superintendent, or any other Board member, in all suits against the District School Board. Whomever accepts service of process on the School Board shall thereafter transmit a copy of the process served to all Board members, the Superintendent, the Schools Board's attorney and the District's General Counsel.

Service of Legal Documents on Board Employees

District employees may be served with legal documents arising out of the performance of their employment responsibilities directing them to appear with or without documents and testify at a deposition or hearing, or requesting them to produce student or employee records.

An employee served with legal documents in his/her official capacity as a Board employee shall immediately provide copies of those documents to his/her principal or site administrator. The principal or site administrator shall immediately furnish copies of the documents to the general counsel and and shall follow his/her guidance as to how to proceed.

Confidential personnel or student records are exempt from disclosure except pursuant to, among other grounds, a lawfully issued subpoena or court order (see Policy 8310). Discovery seeking the disclosure of personal observation and opinion pertaining to student behavior, academic performance or similar topics may call for the disclosure of personally

identifiable student information, which is likewise confidential and exempt from disclosure.

The principal or a site administrator shall ensure that only the records specifically identified in the subpoena or order are released. In cases where, in responding to a subpoena or order, information is developed or summarized from any of the contents of a student's educational record, a copy of that information and a statement of the purpose for which it was prepared shall be filed in the cumulative folder.

The principal or site administrator may accompany the employee to the desposition or hearing if it is determined that his/her presence is in the best interest of the Board.

Actions/Litigation Against the School Board

In actions/litigation against the Board, it is not unusual for District employees to be served with subpoenas and/or called as witnesses in their official capacities. District legal counsel and the Superintendent will assist District employees in these matters as per matters rising during the course and scope of employment and in the furtherance of business on behalf of the District.

Independent Legal Counsel

This policy is not intended to prohibit District employees from seeking their own independent legal counsel regarding their contemplated actions.

Legal F.S. 1001.40

AGENDA ITEM NO. 14.1

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval to Adopt New Policy and Amend School Board Policies (Updated 1/10/2024)

Executive Summary
The purpose of the requested amendment is to update the following School Board policies to conform to current legislation and statutes. Policies 1500, 3500, 4500 - Remote Work Policy ~~2520 - Selection and Adoption of Instructional Materials Policy~~ 5120 - Assignment within District Policy 6233 - District Budget Policy 6235 - Fund Balance Policy 6550 - Travel and Per Diem Policy 8325 - RECEIPT OF LEGAL DOCUMENTS BY DISTRICT EMPLOYEES Approving the advertising and setting Public Hearing assures compliance with the provisions of Section 120.54 (3)(a)1, Florida Statutes (2021).

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

Ready To Grow | Goal 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

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

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

Recommendation
The Superintendent recommends approval to adopt new policy and amend School Board policies.

Financial Impact
No financial impact.

Contact
Submitting Department: Administration
Initiated by: Kevin Chapman

Attachments:
Policy 5120 1-4-24
Policy 8325 1-4-24 Receipt of Legal Documents
Policies_1500-3500-4500_-_Remote_Work
Policy_6233_District_Budget
Policy_6235_Fund_Balance
Policy_6550_Tavel_and_Per_Diem

5120 - **ASSIGNMENT WITHIN DISTRICT**

The School Board authorizes the Superintendent to recommend residential attendance zones for each school, subject to the review and approval of the Board. All students shall attend the school serving the student's residential attendance zone, except as authorized by the school choice program or otherwise provided by Board rule.

A student's residential attendance zone is determined by the location of the residence of his/her enrolling parent as defined by Board policy.

Procedures

Requirements for Student Enrollment in the School District

A. Principal's Responsibility for Student Enrollment

1. Principals shall ensure that student enrollment procedures are posted on school based websites.

2. At the direction of the Superintendent, the principal or head of each enrollment site shall require evidence of the documentation needed for enrollment.

3. The Principal or head of each enrollment site shall ensure that accurate student data is entered in the electronic student data system upon enrollment.

B. Parent's Responsibility for Student Enrollment

All students entering a Florida school for the first time must present the following items.

1. Birth certificate or other proof of date of birth. Student must be five (5) years old on or before September 1st to attend kindergarten, six (6) years old on or before September 1st to attend first grade. However, if student is transferring from out-of-state, the conditions listed in Students Transferring from Out-of-State below apply. Date of birth may be verified by:

    a. original or certified copy of a state birth certificate

    b. baptismal certificate showing date of birth and place of baptism, with shown affidavit

    c. insurance policy on child in force at least two (2) years

    d. bible record of child's birth with parental sworn statement

    e. passport or certificate of arrival in United States showing age of child

    f. school record at least four (4) years prior, showing date of birth

    g. parent's sworn affidavit, with certificate of examination showing the child's age from a health officer or physician

    The certificate must include the health officer or physician's name, address, and phone number.

2. Proof of residency: This is used to determine the assigned school. Acceptable forms of residency include:

    a. current electric or water bill

    The bill must show address and name of parent/guardian.

b. current lease agreement with parent/guardian's name

c. official letter from company providing housing with parent/guardian's name

d. Migrant Certificate of Eligibility

e. school choice letter

If parent cannot provide the above requirements, they must visit the Parent Information Center for verification of address. Parent must bring a notarized statement from the owner/lessee of the home where they are living, stating the names of all people residing at the address. In addition, parent must bring a current utility bill (power or water) with the owner/lessee's name and address.

Falsification of addresses can make a student ineligible for high school athletics for one (1) calendar year.

3. Florida Certificate of Immunization. All new students entering the District must have a completed Florida Certificate of Immunization.

4. Physical examination. An examination paper must be signed by a licensed examiner and must have been issued within twelve (12) months prior to enrollment. Physical must be a head-to-toe exam. Out-of-state physicals are acceptable provided they meet Florida exam requirements.

5. Social Security Number. Parents are asked, but not required, to provide a Social Security number.

6. Most recent report card. Parents are asked, but not required, to provide the latest report card with address and phone number of previous school for students entering grades 1-12.

7. Special Education Records. Copies of any special education records such as Individual Education Plan (IEP) will assist with placement of students in the appropriate classes. Although this is strongly urged, it is not a requirement for admission.

8. Legal guardianship papers if applicable.

Designated Attendance Areas

A. The Superintendent shall recommend designated attendance areas for schools as appropriate.

B. Any student residing in a designated attendance area of a school shall be assigned to attend that school.

C. The adopted designated attendance areas are incorporated herein as a part of this rule.

D. Information pertaining to the designated attendance areas is available at the Office of Student Demographics, Projections, and Assignment or through a variety of media including the District's website, www.manateeschools.net by clicking departments and then clicking on the Office of Student Demographics, Projections, and Assignment.

E. In creating or modifying school attendance areas, the District shall maximize efforts to create and maintain diversity in enrollment as provided for in the District's Voluntary Desegregation Plan.

F. If a child has been enrolled at the wrong District school as a result of either school error or inaccurate information provided by the parent, the principal shall notify both the parent and the Office of Student Demographics, Projections, and Assignment of this error. The parent shall be

directed to apply to the District Parent Information Center for verification of the appropriate school of assignment.

G. If a parent refuses to remove a child from attendance at the wrong school, the principal of that school shall request that the Office of Student Demographics, Projections, and Assignment remove the student from the school's attendance roster and assign the student to the appropriate school. The Office of Student Demographics, Projections, and Assignment shall notify the parents in writing of the assignment to the appropriate school. Refusal to attend the assigned school shall constitute violation of the compulsory school attendance law.

Changes to Designated Attendance Areas

When the Superintendent intends to recommend changes to designated attendance areas, the procedures outlined below shall be followed and a notice of intent to develop a rule will be advertised to the public.

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1. Forming the Redistricting Committee

   a. Each school potentially affected is identified and the principal of each of these schools will appoint three (3) staff members, three (3) parents, and one (1) administrator to serve as the school's representatives on the redistricting committee.

   b. The principal of each feeder school potentially affected will be asked to identify one (1) staff member, one (1) parent, and one (1) administrator to serve as representatives on the redistricting committee.

   c. Each committee will also include representatives of School Support Services; the Student Demographics, Projections, and Assignment Office; and the Transportation Department as appointed by the Superintendent or designee.

2. Redistricting Committee Meetings

   a. An organizational meeting will be scheduled and the Superintendent will provide materials to committee members and an explanation of the factors and parameters to be considered in drawing designated attendance areas for each school. These include:

      1. data indicating the number of students living in each designated area and the actual number of children attending each school categorized by minority percentage and by the race neutral factors used in the Voluntary Desegregation Plan
         g
         The race neutral factors are socio-economic status (SES), Limited English Proficient (LEP), Exceptional Student Education (ESE) gifted, and ESE non-gifted.

      2. maps reflecting the geographical area and location of students within each attendance area

      3. factors and parameters:

         a. capacity of each school facility

         b. natural boundaries such as rivers, highways, railroads

         c. distance students must travel to and from school

d. socio-economic composition of schools impacted by boundary changes

e. all race neutral factors as they reflect the District wide demographics

b. The committee will be divided into three (3) sub-committees (A, B, and C) with representation from each participating school to serve on each sub-committee. Each sub-committee will be charged with drawing designated attendance areas for each affected school for consideration by the Superintendent.

c. Each sub-committee will identify a chairperson and schedule all meetings of the sub-committee as needed to complete drawing designated attendance areas. Each sub-committee will include a District staff person to serve as meeting coordinator and also as an information resource.

d. Each sub-committee will reconvene with the Superintendent to review the pros and cons of each option developed.

3. Board Workshop on Redistricting

a. Each sub-committee will present its recommendation (Plan A, B, or C) to the Board at a workshop session.

b. Committee representatives will then be charged with presenting plans A, B, and C to their individual school communities for input and feedback at their SAC/PTO meetings.

4. Advertising & Setting a Public Hearing

The Board will authorize advertising of its intent to adopt a rule and set a public hearing and special Board meeting to consider adopting a redistricting plan.

5. Public Hearing/Special Board Meeting

a. The Superintendent will recommend a redistricting plan, which may be plan A, B, or C, or a variation thereof.

b. Public comment will be heard.

c. The Board will take action on the Superintendent's recommendation.

B. Realignment may occur when any school facility becomes over or under utilized, or when deemed appropriate by the Superintendent.

1. Forming the Realignment Committee

a. The schools potentially affected are identified and the principal of each of these schools will appoint three (3) staff members, three (3) parents, and one (1) administrator to serve as the school's representatives on the realignment committee.

b. The principal of each feeder school potentially affected will be asked to identify one (1) staff member, one (1) parent, and one (1) administrator to serve as representatives on the realignment committee.

c. The committee will also include representatives of School Support Services; the Student Demographics, Projections, and Assignment Office; and the Transportation Department as appointed by the Superintendent or designee.

2. Realignment Committee Meetings

a. An organizational meeting will be scheduled and the Superintendent will provide materials to committee members and an explanation of the factors and parameters to be considered in modifying designated attendance areas. These include:

    1. data indicating the number of students living in each designated area and the actual number of children attending each school categorized by minority percentage and by the race neutral factors used in the Voluntary Desegregation Plan

       The race neutral factors are SES, LEP, ESE gifted, and ESE non-gifted.

    2. maps reflecting the geographical area and location of students within each attendance area

    3. factors and parameters:

        a. capacity of each school facility

        b. natural boundaries such as rivers, highways, railroads

        c. distance students must travel to and from school

        d. socio-economic composition of schools impacted by boundary changes

        e. all race neutral factors as they reflect the District wide demographics

b. The committee will be charged with recommending designated attendance areas for consideration by the Superintendent.

c. The committee will identify a chairperson and schedule all meetings of the committee as needed to draw the recommended designated attendance areas. The committee will include a District staff person to serve as meeting coordinator and also as an information resource.

d. The committee will reconvene with the Superintendent to review the pros and cons of the option developed.

3. Board Workshop on Realignment

    a. The committee will present its recommendation to the Board at a workshop session.

    b. Committee representatives will then be charged with presenting the plan to their individual school communities for input and feedback at their SAC/PTO meetings.

4. Advertising & Setting a Public Hearing

   The Board will authorize advertising of its intent to adopt a rule and set a public hearing and special board meeting to consider adopting a redistricting plan.

5. Public Hearing/Special Board Meeting

    a. The Superintendent will recommend a realignment plan which may be the committee's plan or a variation thereof.

    b. Public comment will be heard.

    c. The Board will take action on the Superintendent's recommendation.

C. Adjustment may occur when a geographic area is identified that has no immediate impact on a school or facility but by adjustment will more clearly define the intent of an existing boundary, or, when the future of a geographic area will more closely align the District with the intent of the Voluntary Desegregation Plan, or, when the geographic area will better utilize existing facilities in the future.

1. Forming the Adjustment Committee

    a. The schools potentially affected are identified and the principal of each of these schools will appoint a staff member, a parent, and an administrator to serve as the school's representatives on the adjustment committee.

    b. The principal of each feeder school potentially affected will be asked to identify one (1) staff member, one (1) parent, and one (1) administrator to serve as representatives on the adjustment committee.

    c. The committee will also include representatives of School Support Services; the Student Demographics, Projections, and Assignment Office; and the Transportation Department as appointed by the Superintendent or designee.

2. Adjustment Committee Meetings

    a. An organizational meeting will be scheduled and the Superintendent will provide materials to committee members and an explanation of the factors and parameters to be considered in adjusting designated attendance areas. These include:

        1. data indicating the number of students living in each designated area and the actual number of children attending each school categorized by minority percentage and by the race neutral factors used in the Voluntary Desegregation Plan

           The race neutral factors are SES, LEP, ESE gifted, and ESE non-gifted.

        2. maps reflecting the geographical area and location of students within each attendance area

        3. factors and parameters:

            a. capacity of each school facility

            b. natural boundaries such as rivers, highways, railroads

            c. distance students must travel to and from school

            d. socio-economic composition of schools impacted by boundary changes

            e. all race neutral factors as they reflect the District wide demographics

    b. The committee will be charged with recommending adjustments to designated attendance areas for consideration by the Superintendent.

    c. The committee will identify a chairperson and schedule all meetings of the committee as needed to complete the recommended adjustments to designated attendance areas. The committee will include a District staff person to serve as meeting coordinator and also as an information resource.

    d. The committee will reconvene with the Superintendent to review the pros and cons of the adjustment developed.

3. Board Workshop on Redistricting

   a. The committee will present its recommendation to the Board at a workshop session.

   b. Committee representatives will then be charged with presenting the plan to their individual school communities for input and feedback at their SAC/PTO meetings.

4. Advertising & Setting a Public Hearing

   The Board will authorize advertising of its intent to adopt a rule and set a public hearing and special Board meeting to consider adopting a redistricting plan.

5. Public Hearing/Special Board Meeting

   a. The Superintendent will recommend a redistricting plan which may be the committee's plan or a variation thereof. b. Public comment will be heard.

   b. The Board will take action on the Superintendent's recommendation.

D. The Board agrees that it is in the best interest of the community that subdivisions and specific master-planned communities that are zoned for one particular school remain zoned for that specific school, in the event that the subdivision and specific masterplanned community is later expanded, parcels are acquired, and further homes added. This will ensure greater community and expectations of those living within the community. It is not the intention of this Board that this policy will apply to allow mergers of communities that were built separately and thereafter become merged and/or acquired by one of the subdivisions.

E. **Administrative Rezoning**

An administrative rezoning is a rezoning that affects a change in the current designated school of regular attendance for an area of land that has potential or has entitlements for future residential development. The rezoning may affect high schools, middle schools, or elementary schools or any combination thereof. The Superintendent may propose an administrative rezone to the Board.

The following conditions are considered to be consistent with an administrative rezone:

1. An administrative rezoning is discretionary and should reflect a need to balance current or projected student enrollment among schools, or otherwise achieve the goals of the District.

2. The timing of the administrative rezoning can occur up to the issuance date of the first building permit for a new residential development.

3. Any proposed administrative rezoning must~~shall~~ be brought to the School Board for consideration of approval. ~~approved by the Board~~.

~~D.~~

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School Choice Program

The District's school choice controlled open enrollment school program provides a public education delivery system that allows a parents' indicated preferential educational choice as a significant factor.

A. The school choice program provides an opportunity for all students in Manatee County to apply for assignment to any District school that is within the designated elementary cluster or middle school region of the student's zoned school as determined by the address of the student's enrolling parent. Approval of school choice applications will be determined according to criteria established in

F.S. 1002.31.

B. The current capacity of each school is identified on the School District's website. The capacity incorporates the specifications, plans, elements, and commitments contained in the School District's educational facilities plan and the long-term work programs required under F.S. 1013.35.

C. Preferential treatment is provided in the school choice process to all of the following:

1. Dependent children of active duty military personnel whose move resulted from military orders.

2. Children who have been relocated due to a foster care placement in a different school zone.

3. Children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent.

4. Students residing in the School District.

D. Students residing in the District may not be displaced by a student from another district seeking enrollment under the controlled open enrollment process.

E. For purposes of continuity of educational choice, a student who transfers pursuant to this section may remain at the school chosen by the parent until the student completes the highest grade level at the school.

F. The Board shall adopt by rule and post on its website the process required to participate in controlled open enrollment. The process:

1. adheres to Federal desegregation requirements;

2. allows parents to declare school preferences, including placement of siblings within the same school;

3. provides a lottery procedure to determine student assignment and establish an appeals process for hardship cases;

4. affords parents of students in multiple session schools preferred access to controlled open enrollment;

5. maintains socioeconomic, demographic, and racial balance;

6. addresses the availability of transportation;

7. maintains existing academic eligibility criteria for public school choice programs pursuant to F.S. 1002.20(6)(a).

G. Identifies schools that have not reached capacity, as determined by the School District.

H. Ensures that the Board adopts a policy to provide preferential treatment pursuant to paragraph (2)(c).

I. In accordance with the reporting requirements of F.S. 1011.62, the Board shall annually report the number of students exercising public school choice, by type, in accordance with rules adopted by the State Board of Education.

J. For a school or program that is a public school of choice under this section, the calculation for compliance with maximum class size pursuant to F.S. 1003.03(4) is the average number of students at the school level.

K. The School District shall not delay eligibility or otherwise prevent a student participating in controlled open enrollment or a choice program from being immediately eligible to participate in interscholastic and intrascholastic extra-curricular activities.

A student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets one (1) of the following criteria:

1. Dependent children of active duty military personnel whose move resulted from military orders.

2. Children who have been relocated due to a foster care placement in a different school zone.

3. Children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent.

4. Authorized for good cause in District or charter school policy.

L. Applications to participate in the school choice controlled open enrollment program shall be available at all school sites, the Office of Student Assignment (OSA), and on the District's website during the choice controlled open enrollment application period. This form shall be completed by the student's enrolling parent or legal guardian and submitted to the designated office prior to the close of the choice controlled open enrollment application period.

M. Students who have been approved through the choice process to attend a school out of their assigned area will be governed by the following rules:

1. Students receiving school choice are approved through the completion of the highest grade level at that school. The choice school therefore becomes the student's assigned District attendance school. However, the principal may recommend that the student be withdrawn and returned to his/her home zoned school for unacceptable academic performance, nonattendance, habitual tardiness, or disciplinary issues. The principal's recommendation is subject to review by the District Administrative Appeals Committee.

2. Students who are approved for choice are expected to continue in attendance at the choice school throughout at least one (1) school year, and may then apply for a different school, including their original boundary assigned school, but only through application during the choice designated application period.

N. Beginning by the 2017-2018 school year, as part of the School District's controlled open enrollment process, and in addition to the existing public school choice programs provided in F.S. 1002.20(6)(a), the District school shall allow a parent from any school district in the State whose child is not subject to a current expulsion or suspension to enroll his/her child in and transport his/her child to any public school that has not reached capacity in the District, subject to the maximum class size pursuant to F.S. 1003.03 and s. 1, Art. IX of the State Constitution. The School District shall accept the student, pursuant to the District's controlled open enrollment process, and report the student for purposes of the School District's funding pursuant to the Florida Education Finance Program. Transportation for students is not provided.

Use of Guardianship Affidavit

A. When a student's parent or legal guardian resides outside of Manatee County, temporary guardianship may be granted to a Manatee County resident for school enrollment purposes. However, both the parent and temporary guardian must complete a guardianship affidavit and evidence of parent address prior to the student's enrollment in the School District. The school assignment will be based on the verified address of the temporary guardian.

B. A student whose parent/guardian resides in Manatee County may be assigned to a school based on the residence of a temporary guardian only when verification of the need for same is provided by a local agency such as the Department of Children and Family Services. Lacking any such verification, all students will be assigned to school based on the residence of their parent/legal guardian, unless written approval to the contrary is approved through the Office of Student

Demographics, Projections, and Assignment following review and approval of District Administrative Appeals Committee.

Students Transferring from Out-of-State

A. Any student who transfers from an out-of-state public or nonpublic school and who meets the regular age requirements for admission to Florida public schools shall provide the documentation listed in Parent's Responsibility for Student Enrollment above prior to admission. In determining the students' placement:

    1. The District will consider the students' last successful grade of completion as evidenced in the students' school records.

    2. In the absence of school records, the student will be tested and placed according to Policy 5410, Student Progression.

B. Any student who transfers from an out-of-state public school and who does not meet regular age requirements for admission to Florida public schools shall provide the following prior to admission:

    1. Official documentation that the parent(s) or guardian(s) was a legal resident(s) of the state in which the student was previously enrolled in school.

    2. Acceptable documentation is as follows:

        a. Deed, listing homeownership in that state.

        b. Lease or rental agreement.

        c. Electric or water bill,

        d. Tax return for the most recent tax year.

        Supporting documentation, must list the name and former address of the parent(s) or guardian(s) in that state.

        e. An official letter or transcript from proper school authority which shows record of attendance of a minimum of one (1) week in Kindergarten or First Grade, academic information, and grade placement of the student.

        f. Florida Certificate of Immunization.

    3. Evidence of Date of Birth as provided in Parent's Responsibility for Student Enrollment of this policy.

    4. Physical examination. An examination paper must be signed by a licensed examiner and must have been issued within twelve (12) months prior to enrollment. Physical must be a head-to-toe exam. Out-of-state physicals are acceptable provided they meet Florida exam requirements.

C. Any student who transfers from an out-of-state nonpublic school and who does not meet regular age requirements for admission to Florida public schools shall be admitted if the student meets age requirements for public school within the state from which s/he is transferring and if the transfer of the student's academic credit is acceptable under the rules provided in section 4.9, Student Progression, of the policies and procedures of the Board. Prior to admission, the parent or guardian must provide the documentation required in Item B of this section above.

District Administrative Appeals Committee

The District Administrative Appeals Committee is established to review parent requests for hardship consideration for attending a school other than the assigned boundary school. The committee shall be made up of various directors and supervisors of District programs, including the directors of elementary, middle, and high school.

District Child Study Team

As part of the District student assignment process, at-risk students may be referred by the principal to the Office of Dropout Prevention and Alternative Education for consideration for additional support services and strategies at the school level or for alternative placement. This referral may be made for students with extreme behavioral or attendance and tardiness issues. The District Dropout Prevention Specialist may refer the request to the District Child Study Team.

However, any such referral must be supported by extensive evidence of a review by the school child study team, including parental involvement, and implementation of resulting recommended strategies. All ESE student referrals shall be subject to applicable law. The District team shall consider all learning issues, including the best interest of the referred student, as well as the best interest of other students and staff of the referring school in resolving student issues.

Class Size Assignments

A. In compliance with F.S. 1003.03, which requires all districts to adhere to class size maximums, a student may be assigned from the zoned school to another District school (alternate school) at date of enrollment due to a grade level reaching maximum class size capacity.

B. When a school reaches maximum class size capacity in one or more grade levels, the following procedures will apply to new enrollments:

1. Students in the same family will be assigned to the same alternate school. The parent/guardian may choose to enroll student(s) in open grade levels at the zone school and have only the student(s) in the closed grade(s) assigned to an alternate school.
2. Students assigned to an alternate school due to class size are assigned to the school for the remainder of the school year.
3. Transportation is provided to students living more than two (2) miles from the assigned school.
4. Students who have been placed by a class size assignment have a priority for enrollment at the zone school for the following school year.
5. The parent/guardian of student(s) may choose to remain at the alternate school to the highest grade available at that school. No transportation is provided after the first year.
6. Incoming siblings will be permitted to attend the same class size assignment school as a student who remained at an alternate school.

Student Assignment to School or Program

The Superintendent or designee is authorized to assign a student to any program or school as deemed to be in the best interest of the student or School District.

Revised 3/12/19

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Legal

F.S. 1000.05
F.S. 1001.41
F.S. 1002.20
F.S. 1002.31
F.S. 1003.06

Last Modified by Tammy R Shroyer on June 20, 2023

8325 - RECEIPT OF LEGAL DOCUMENTS BY DISTRICT EMPLOYEES

Service of Process on the School Board

Pursuant to Florida law, in all suits against the Board, service of process shall be had on the Chair of the Board or, if s/he cannot be found, on the Superintendent as executive officer of the Board or, in the absence of the Chair and the Superintendent, on another member of the Board. Additionally, the Board authorizes both the School Board's attorney and the District's General Counsel to accept service of process on behalf of the Chair of the Board, the Superintendent, or any other Board member, in all suits against the District School Board. Whomever accepts service of process on the School Board shall thereafter transmit a copy of the process served to all Board members, the Superintendent, the Schools Board's attorney and the District's General Counsel.

Service of Legal Documents on Board Employees

District employees may be served with legal documents arising out of the performance of their employment responsibilities directing them to appear with or without documents and testify at a deposition or hearing, or requesting them to produce student or employee records.

An employee served with legal documents in his/her official capacity as a Board employee shall immediately provide copies of those documents to his/her principal or site administrator. The principal or site administrator shall immediately furnish copies of the documents to the general counsel and and shall follow his/her guidance as to how to proceed.

Confidential personnel or student records are exempt from disclosure except pursuant to, among other grounds, a lawfully issued subpoena or court order (see Policy 8310). Discovery seeking the disclosure of personal observation and opinion pertaining to student behavior, academic performance or similar topics may call for the disclosure of personally

identifiable student information, which is likewise confidential and exempt from disclosure.

The principal or a site administrator shall ensure that only the records specifically identified in the subpoena or order are released. In cases where, in responding to a subpoena or order, information is developed or summarized from any of the contents of a student's educational record, a copy of that information and a statement of the purpose for which it was prepared shall be filed in the cumulative folder.

The principal or site administrator may accompany the employee to the desposition or hearing if it is determined that his/her presence is in the best interest of the Board.

Actions/Litigation Against the School Board

In actions/litigation against the Board, it is not unusual for District employees to be served with subpoenas and/or called as witnesses in their official capacities. District legal counsel and the Superintendent will assist District employees in these matters as per matters rising during the course and scope of employment and in the furtherance of business on behalf of the District.

Independent Legal Counsel

This policy is not intended to prohibit District employees from seeking their own independent legal counsel regarding their contemplated actions.

Legal F.S. 1001.40

Book

Policy Manual

Section

1000 Administration

Title

REMOTE WORK

Code

po1500

Status

From Neola

1500 - REMOTE WORK

School Board employees are required to work at their assigned District building, District site, or school building. However, the Board recognizes that certain District-declared emergencies require remote work and that other unique circumstances may arise in which authorizing a temporary work assignment for a position is in the best interest of the District.

[ ] ~~certain positions allow for remote work.~~

~~[ ] certain District-declared emergencies require remote work.~~

Subject to any applicable bargaining agreement, eligible employees are only authorized to work remotely in accordance with this policy and procedures developed by the Superintendent.

Remote working can be considered when it provides an operational benefit to the Board; the responsibilities and duties of the position can be accomplished successfully from a remote environment; and the employee demonstrates the skills and abilities needed to effectively work remotely.

Employees are not permitted to work remotely unless approved in advance by the Superintendent.

Definitions

A. Remote Work/Working – a temporary work or work arrangement during which an employee performs their assigned job duties in an alternate work location away from their assigned District building, District site, or school building.

B. Alternate Work Location(s) - approved locations, other than the employee's normal assigned workplace, where official District business is performed. The most common alternate work location is the home of an employee. Alternate work locations must be approved in advance by the Superintendent.

C. Remote Working Agreement - Remote work arrangements are approved by the Superintendent and documented in writing in a remote working agreement. Remote working agreements include specific terms such as employee hours, employee responsibilities, employee expectations, and confidentiality. Remote working agreements may not exceed a contract year but may be renewed by the Superintendent.

~~[ ] contract year~~

~~[ ] semester~~

~~[ ] school year~~

~~[ ] _____~~

~~but may be renewed by the Superintendent.~~

Eligible Positions

Positions for which remote work may be authorized are determined at the discretion of the Superintendent during District-declared emergency or other unique circumstances in which a temporary remote work assignment for a position is in the best interest of the District.

~~[ ] those positions in which the job description specifically permits remote work.~~

~~[ ] determined at the discretion of the Superintendent during a District-declared emergency.~~

Termination of Remote Working Agreements

Remote working agreements are approved at the discretion of the Superintendent and may be revoked/terminated at any time.

Nothing in this policy is intended to interfere with, or supplant, any rights afforded to employees under the Americans with Disabilities Act, as amended, or Section 504 of the Rehabilitation Act of 1973.

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3500 - **REMOTE WORK**

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~~[ ] contract year~~

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A. Preparation

The budget shall be prepared and administered in accordance with Florida statutes and in accordance with Policy 6220.

B. Implementation of Budget

Implementation of the official District budget shall give appropriations and reserves therein the force and effect of fixed appropriations and reserves, and the same shall not be altered, amended, or exceeded except as authorized.

The School Board shall monitor the budget on a monthly basis.

Expenditures may exceed the amount budgeted by function or object provided the Board approves the expenditures and amends the budget no later than the annual due date established by the State Department of Education for submitting the District's annual financial report.

Pursuant to State law, if the Board finds and declares in a resolution adopted at a regular meeting of the Board that the funds received for any of the following categorical appropriations are urgently needed to maintain Board-specified academic classroom instruction, or improve school safety the Board may consider and approve an amendment to the School District operating budget transferring the identified amount of the categorical funds to the appropriate account for expenditure:

1. funds for student transportation;
2. funds for ~~supplemental academic instruction~~ Educational Enrichment allocation as provided in F.S. 1011.62(1, f);
3. funds for the guaranteed allocation related to exceptional education students as provided in F.S. 1011.62(1, e)2;
4. funds for library media;
5. funds for instructional materials if all instructional material purchases necessary to provide updated materials that are aligned with applicable state standards and course descriptions and that meet statutory requirements of content and learning have been completed for that fiscal year, but no sooner than March 1st;

   Funds available after March 1st may be used to purchase computers and device hardware for student instruction that comply with the requirements of F.S. 1001.20(4)(a)1.b.
6. class size reduction as provided in F.S. 1001.685;
7. guaranteed allocation;
8. Federally connected students supplement as provided in F.S. 1011.62(10).

The Board shall monitor the budget on a monthly basis.

C. General Fund Ending Fund Balance

The Constitution of the State of Florida requires that the District operate under a balanced budget. The Board understands that there may be unforeseen circumstances that can result in increases or decreases in revenue and/or expenditures. These circumstances would thereby impact the financial stability of the District.

An adequate fund balance reserve is necessary to cover unforeseen events (e.g., revenue shortfalls, student enrollment under projections, etc.). During the annual budget development process, the Superintendent shall plan for a general fund reserve not classified as restricted, committed, or nonspendable of at least five percent (5%), to include a three percent (3%) statutory reserve and a two percent (2%) strategic reserve, and an additional contingency fund of up to three and one-half percent (3.5%), or provide the Board a written report explaining why these targets are not feasible. During the fiscal year, ~~T~~the Board shall maintain a general fund reserve of ending fund balance not classified as restricted, committed, or nonspendable of ~~up to five percent (5%) of recurring general fund revenues, but~~ no less than three percent (3%) but preferably at least five percent (5%). ~~The additional two percent (2%) will be assigned by the Board as a contingency fund to be used only for fiscal shortfalls.~~

1. If at the end of any fiscal year the General Fund Reserve ending fund balance not classified as restricted, committed, or non-spendable falls below three percent (3%) of actual revenues, excluding transfers, the Superintendent shall develop and submit to the Board for approval a plan to restore the ending fund balance to three percent (3%) of projected general fund revenues.

2. The Superintendent shall provide written notification to the Board and the Commissioner of Education if the portion of the general fund's ending fund balance not classified as restricted, committed, or nonspendable in the District's approved operating budget is projected to fall below three percent (3%) of projected general fund revenues during the current fiscal year.

The Superintendent shall submit to the Board for approval a plan to avoid a financial emergency as determined pursuant to F.S. 218.503.

If such a financial condition exists for two (2) consecutive fiscal years, the Superintendent will reduce the District's administrative expenditures reported pursuant to F.S. 1010.215 in proportion to the reduction in the general fund's ending balance or the reduction in student enrollment, whichever is greater, as part of the plan submitted to the Board to avoid a financial emergency as determined pursuant to F.S. 218.503.

The Superintendent shall also submit to the Commissioner of Education the Board-approved plan to avoid a financial emergency as determined pursuant to F.S. 218.503.

D. Loans to Schools

The Board may authorize loans from the General Fund to schools subject to the following provisions:

1. The purpose for which loans are made shall be for valid public education purposes.

2. Such loans shall be for the direct benefit of students.

3. All requests for loans must be made by the Principal and approved by the Superintendent and Associate Superintendent of Finance.

4. The Principal shall be directly responsible for the expenditure and repayment of such loans. If a payment is missed, the principal shall be given a period of one (1) calendar year from the date the payment is due to make said payment plus six percent (6%) interest on the amount due. No more than one (1) such annual payment may be allowed to be in arrears at one time.

5. The expenditure of loan proceeds shall be in accordance with all applicable laws, rules, regulations, and procedures.

Revised 7/27/21
Revised 12/13/22

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F.S. 1001.42

F.S. 1001.43

F.S. 1011.01

F.S. 1011.035

F.S. 1011.051

F.S. 1011.62

Last Modified by Tamela Moody on December 16, 2022

6235 - **FUND BALANCE**

The Superintendent has the responsibility of administering the budget, once adopted by the School Board. The Superintendent shall monitor the fund balances and shall report the balances to the Board monthly. As required by State law and Board Policy 6233 – District Budget, the Board shall maintain a general fund ending fund balance that is sufficient to address normal contingencies.

An adequate fund balance reserve is necessary to cover unforeseen events (e.g., revenue short falls, student enrollment under projections, etc.). During the annual budget development process, the Superintendent shall plan for a general fund reserve not classified as restricted, committed, or nonspendable of at least five percent (5%), to include a three percent (3%) statutory reserve and a two percent (2%) strategic reserve, and an additional contingency fund of up to three and one-half percent (3.5%), or provide the Board a written report explaining why these targets are not feasible. ~~If feasible,~~ During the fiscal year, the Board shall maintain a general fund reserve of ending fund balance not classified as restricted, committed, or nonspendable of ~~up to five percent (5%) of recurring general fund revenues, but~~ no less than three percent (3%) but preferably at least five percent (5%). ~~The additional two percent (2%) will be assigned by the Board as contingency funds to be used only for fiscal short falls.~~

Fund balances will be reported in the categories established by the Government Accounting Standards Board Statement 54 (GASB 54). Upon the recommendation of the Superintendent, the Board will impose constraints on any funds placed in the committed and assigned classifications.

The applicable categories for fund balance designations are:

A. Nonspendable Fund Balance

B. Restricted Fund Balance

C. Committed Fund Balance

D. Assigned Fund Balance

E. Unassigned Fund Balance

~~If, during the fiscal year, it appears to the Superintendent that the fund balance will be less than estimated, the Superintendent will bring forward for Board consideration recommendations that will protect the fund balances. Such recommendations shall be in accordance with requirements of the law.~~

~~If at any time during the school year, the portion of the general fund's ending fund balance not classified as restricted, committed, or non-spendable in the District's operating budget is projected to fall below three percent (3%) of projected revenues as prescribed by State law, the Superintendent shall provide written notification to the Board and the Commissioner of Education, as required by State law and Policy 6233 – District Budget.~~

Technical Change 12/6/19

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Constitution of the State of Florida

F.S. 1011.051

Government Accounting Standards Board Statement 54

Last Modified by Juli Schlarb on March 6, 2023

6550 - **TRAVEL AND PER DIEM**

A. **In-County Travel**

Travel on official business performed within Manatee County by the Superintendent, District employees, and authorized persons shall be reimbursed based on rates posted for public employees on the Internal Revenue Service website as of January 1st preceding the new fiscal year and pursuant to F.S. 112.061; said mileage shall be determined by the District's mileage chart calculator or MapQuest based on the shortest distance and/or most economical means (if not available on the mileage chart) if travel is performed by personal automobile. No reimbursement shall be made for travel between an employee's home and his/her official headquarters. The Superintendent, or designee, may grant monthly allowances in fixed amounts for use of privately owned automobiles on official business. Such allowances shall be made on the basis of a signed statement of the traveler, filed before the allowance is granted or changed, and at least annually thereafter. The statement shall show the places and distances for an average typical month's travel, the reimbursable amount at distances for an average typical month's travel, the reimbursable amount at the established rate, and the monthly allowance requested. Under no circumstances shall the monthly allowance be greater than that to which the employee would be entitled at the established reimbursement rate.

B. **Out-of-County Travel**

Out-of-county travel is defined as travel outside of Manatee County. Overnight travel expenses will be reimbursed when the travel is ~~and~~ at least fifty (50) miles from the District's central offices or an employee's assigned worksite, except with advanced written approval from the Board, Superintendent, or Deputy Superintendent due to special circumstances deemed reasonable and necessary to stay overnight. Travel on official business will be reimbursed pursuant to F.S. 112.061. The Board may establish rates that vary from the per diem rate, the subsistence rates, or the mileage rate as provided for in statute.

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In Advance

In very limited circumstances, it may be necessary to provide funds in advance of travel. When approved by the Superintendent, expenses for out-of-county travel for employees and authorized representatives of the District shall be paid at the rate allowed by State law. Copies of receipts for lodging, transportation, tolls, registration fees, and parking must be attached to the traveler's request for reimbursement. Prior to receipt of advancement, the employee or authorized representative shall agree to repay all amounts of the advancement that are in excess of the documented expenditures which would otherwise be eligible for reimbursement under these policies.

C. **Prohibited Expenditures**

Expenditures for travel outside the District or for cellular phones, cellular phone service, personal digital assistants, or any other mobile wireless communication device or service, including text messaging, whether through purchasing, leasing, contracting, or any other method, are not permitted if any of the financial conditions outlined in F.S. 1011.051, and as set forth in Policy 6233 (District Budget), exist.

D. **Travel Costs Paid or Reimbursed from Federal Funds**

Travel payment and reimbursement provided from Federal funds must be authorized in advance and must be reasonable and consistent with the District's travel policy and administrative guidelines. For travel paid for with Federal funds, the travel authorization must include documentation that demonstrates that (1) the participation in the event by the individual traveling is necessary to the Federal award; and (2) the costs are reasonable and consistent with the District's travel policy.

To the extent that the District's policy does not establish the allowability of a particular type of travel cost, the rates and amounts established under 5 U.S.C. 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the administrator of general services, or by the president (or his/her designee), must apply to travel under Federal awards.

AGENDA ITEM NO. 14.2

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval to Amend School Board Policy 2520 - Selection and Adoption of Instructional Materials

Executive Summary
The purpose of the requested amendment is to update the following School Board policies to conform to current legislation and statutes. Policy 2520 - Selection and Adoption of Instructional Materials. Approving the advertising and setting Public Hearing assures compliance with the provisions of Section 120.54 (3)(a)1, Florida Statutes (2021).

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

Ready To Grow | Goal 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

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

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

Recommendation
The Superintendent recommends approval to amend School Board policy 2520 - Selection and Adoption of Instructional Materials.

Financial Impact
No financial impact.

Contact
Submitting Department: Administration
Initiated by: Kevin Chapman

Attachments:
Policy_2520_1-4-24

2520 - **SELECTION AND ADOPTION OF INSTRUCTIONAL MATERIALS**

The School Board adopts courses of study pursuant to State law. When adopting courses of study, State law also requires the Board to adopt and provide adequate instructional materials to students enrolled in the District.

'Adequate instructional materials' means a sufficient number of student or site licenses or sets of materials that are available in bound, unbound, kit, or package form and may consist of hard-backed or soft-backed textbooks, electronic content, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software that serves as the basis for instruction for each student in the core courses of mathematics, language arts, social studies, science, reading, and literature.

Furthermore, Federal law requires the Board to provide accessible instructional materials as specified in a student's Individualized Education Program (IEP). Such accessible instructional materials may be of a type or in a format as specified in the definition of adequate instructional materials in this policy.

"Library media center" means any collection of books, ebooks, periodicals, or videos maintained and accessible on the site of a school, including classrooms.

As required by State law, instructional materials adopted and used in the District shall be consistent with the goals and objectives in the District's adopted course of study and with the course descriptions established by State Board rule. The Board is responsible for the content of all instructional materials and any other materials used in a classroom, made available in a school library media center, or classroom library, or included on a reading list. Upon written request, an individual will be provided access to material or books specified in the written request that are maintained in a District library if such material or books are available for review. The school principal shall arrange for a convenient time to provide such access.

Each principal shall provide that instructional materials are used to provide instruction to students enrolled at the grade level or levels for which the materials are designed pursuant to adopted Board policies. Each principal shall communicate to parents the manner in which instructional materials are used to implement the curricular objectives of the school and the procedures for contesting the adoption and use of instructional materials. Principals are also responsible for overseeing compliance with District procedures for selecting school library media center materials at the school to which they are assigned and notifying parents of the process for objecting to the use of specific materials.

The Superintendent shall develop administrative procedures that set forth a process to involve staff in the review and evaluation of instructional materials. The staff involved in this process shall recommend to the Superintendent for submission to the Board for adoption the instructional materials that address the goals and objectives for adopted courses of study and the course descriptions established by State Board rule. The instructional materials shall be from the State-adopted instructional materials list if there has been a State adoption or from publishers and other resources if there has not been a State adoption. A meeting of a committee for the purpose of ranking, eliminating, or selecting instructional core materials (as defined in F.S. 10003.42 and F.S. 1006.28) for recommendation to the Board must be noticed and open to the public in accordance with F.S. 286.011. A committee convened for such purposes must include parents of ~~District~~ students who will have access to such materials.

The Superintendent's procedures shall also prescribe the process for the acquisition, management, use, accountability, and reporting requirements of all instructional materials.

Adoption of Instructional Materials

Prior to submitting a recommendation to the Board regarding the recommended instructional materials, those materials will be accessible for review online for at least twenty (20) calendar days prior to the open publicly noticed meeting at which a public hearing will be held so that the Board can receive comment, if any, about the instructional material under consideration for adoption. The Superintendent shall establish reasonable safeguards against the unauthorized use, reproduction, and distribution of the instructional material under consideration.

Following the public hearing, the Board may act upon the Superintendent's recommendation to adopt the instructional materials. The Board will select, approve, and adopt all instructional core materials as a separate line item on the regular (non-consent) agenda and will provide a reasonable opportunity for public comment.

At an open publicly noticed meeting following the meeting at which the instructional material is adopted, the Board shall consider a recommendation to approve an annual instructional materials plan that identifies any instructional materials to be purchased pursuant to the instructional materials review process described herein.

The Superintendent shall maintain a list of all adopted instructional materials.

Publication on Website of List of Instructional Materials and Process to Limit Student Access

The Board will publish on its website, in a searchable format, a list of all instructional core materials, including those used to provide required instruction under Florida law.

The Board will adopt and publish on its website the process for a parent to limit his/her student's access to materials in the school or classroom library.

Purchase of Instructional Materials

Following adoption by the Board, requisitions shall be issued to purchase current instructional materials from the State-adopted instructional materials list so that each student in kindergarten through grade 12 will have a major tool of instruction in core courses of the subject areas of mathematics, language arts, science, social studies, reading, and literature. Any materials purchased shall be free of pornography and material prohibited under F.S. 847.012, suited to student needs and their ability to comprehend the material presented, and appropriate for the grade level and age group for which the materials are used or made available. The Board will purchase all instructional core materials as a separate line item on the regular (non-consent) agenda and will provide a reasonable opportunity for public comment.

Requisitions shall also be issued to purchase instructional materials that will be the major tool of instruction for subjects in the State Course Code Directory for which the Board has adopted courses of study, but for which there are no materials on the State-adopted instructional materials list.

The Superintendent shall approve these purchases.

In any year in which the total instructional materials allocation for District has not been expended or obligated prior to June 30th, the unobligated amount shall be carried forward and added to the next year's allocation.

The District shall maintain on its website a current list of instructional materials, by grade level, purchased by the District.

Presentations to Students

Presentations to individuals or students by outside groups are deemed to be instructional, and as such, are subject to principal approval. These presentations must support the District curriculum and be approved by the principal in writing.

Achieving Desired Results from Instructional Materials

To achieve the desired results, the instructional materials must conform to the following:

A. be used as designed, including the recommended protocols of the time required;

B. support the current Florida State standards and District curriculum;

C. be culturally relevant;

D. be used in such a way that appropriate instructional practices meet the needs of all students, included ESE (Exceptional Student Education), ELL (English Language Learners), and gifted;

E. be the most current materials whether adopted, non-adopted, or ancillary;

F. contribute to achieving the District's mission and strategic objectives;

G. be included as part of teachers' lesson plans.

Criteria for Evaluation of Instructional Materials

As an inherent condition of employment, all instructional personnel must ensure that any materials used with student meet the criteria as follows:

A. support or contribute to achieving the School District's mission, core values, and strategic objectives;

B. provide an accurate portrayal of ethic, socioeconomic, cultural, and racial diversity in our society;

C. are accurate, objective, current, age-appropriate, and suited to the academic needs, reading levels, and comprehension levels of students, including ESE, ELL, and gifted;

D. meet the State and District standards;

E. are free of pornography or materials that are otherwise prohibited by Florida statute.

Use of Electronic Media

A. Instructional staff are required to be knowledgeable of the current School District's procedures regarding the Motion Picture Association of America (MPAA) Rating System for DVDs and other commercially produced non-print electronic media.

B. The MPAA Rating System is defined as follows:

1. G – Movie suitable for all ages
2. PG – Parental guidance suggested – Contains mature themes, may not be suitable for young children.
3. PG 13 – Parents strongly cautioned – Contains mature themes, may not be suitable for children under thirteen (13) years old.
4. R – Restricted – Contains mature themes (usually sex, violence, or profanity). Children under seventeen (17) not admitted without an adult.
5. NC17 – No children under seventeen (17) admitted.

C. Instructional staff must adhere to rules for using DVDs and other commercially produced electronic medial in the District. The use of electronic media must be relevant to the District curriculum and reflected in the lesson plan.

1. If films having a rating other than G are to be used at the elementary school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic medial title prior to its showing. Teachers will offer parents an opportunity to preview the materials.
2. If films having a rating other than G or PG are to be used at the middle school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic media title prior to its showing. Teachers will offer parents an opportunity to preview the materials.
3. If films having a rating other than G, PG, or PG-13 are to be used at a high school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic media title prior to its showing. Teachers will offer parents an opportunity to preview the materials.

Inventory of Adopted and District-Wide Instructional Materials

A. An annual inventory of all State adopted and District approved instructional materials and related teacher support materials for those items (not including consumables) shall be completed by each school site. This inventory includes materials purchased for use in place of State adopted items. The annual instructional materials inventory shall be completed through the District's approved software program for textbook inventory.

B. Each school shall complete and submit reports showing "0" quantity of unaccounted titles along with a list of lost/unaccounted materials to the District Instructional Materials Office to substantiate that the school's instructional materials inventory is complete. Items marked as

"unaccounted for" shall remain marked as such in the inventory record for the duration of the adoption for the subject.

Accountability

A. Each District school is accountable to the Board for the replacement or reimbursement of all lost State adopted and District recommended instructional materials.

B. If a student fails to pay for lost or damaged instructional materials either through monetary payment or community service, the principal may suspend the student from participating in extra-curricular activities until the obligation is satisfied.

C. All instructional materials purchased with District or school funds remain the property of the School District and must be retained at the site. Teachers to whom materials are checked out must return these materials before transferring to another school or leaving the District. Teachers will be required to pay for lost or damaged materials. If they do not make adequate restitution, they will be subject to disciplinary action. Materials lost by students or teachers will be replaced by the purchase of a duplicate copy in good condition for the first two (2) years after being marked lost or until the end of the adoption whichever comes first or payment of 100% of the original cost. This obligation shall remain open and active until satisfied.

D. Each school principal shall provide information regarding responsibility about and the value of loaned instructional materials to parents, students, and teachers. The District's "Code of Student Conduct" will include reference to the student's responsibility for lost books. The school will ensure that the school's teacher handbook includes reference to the teacher's responsibility regarding instructional materials loaned to them for use.

E. The following Florida statute should be included in both student and teacher handbooks. Responsibility of students and parents for instructional materials are as follows:

    1. All instructional materials purchased under the provisions of this part are the property of the District. When distributed to the students, these instructional materials are on loan to the students while they are pursuing their courses of study and are to be returned at the direction of the school principal or the teacher in charge. Each parent of a student to whom or for whom instructional materials have been issued, is liable for any loss or destruction of, or unnecessary damage to, the instructional materials or for failure of the student to return the instructional materials when directed by the school principal or the teacher in charge and shall pay for such loss, destruction, or unnecessary damage as provided by law.

    2. Nothing in this part shall be construed to prohibit parents from exercising their right to purchase instructional materials from the School District.

Sale of Instructional Materials

A. The Board does not keep an inventory of instructional materials used in the District's schools for loan or sale to community members.

B. Those wishing to purchase copies of the textbooks used by the students in the School District should contact the Board Instructional Materials Office where assistance in procuring the appropriate materials will be provided.

Obsolete, Unserviceable or Surplus Instructional Materials

A. Instructional materials may become obsolete, unserviceable, or surplus as follows:

1. when they are replaced by newly adopted materials;
2. when the condition of the materials makes them unwanted.

With District level approval through the Instructional Materials Office, schools are encouraged to give their unwanted instructional materials to other public education programs within the District or State, to their teachers to use in developing supplementary teacher materials, to students or others, or to any charitable organization, governmental agency, home education students, or private schools. School District Instructional Materials labels must be removed from any and all surplus materials being received by any organization or individual.

B. District or schools may sell their unwanted instructional materials that are out of adoption to used book dealers, recycling plants, pulp mills, or other persons, firms, or corporations upon such terms as most economically advantageous to the School District.

Replacement and Purchase of Instructional Materials by Students/Parents

Students shall be held responsible for the cost of replacing any instructional materials lost, destroyed, or unnecessarily damaged. Failure to provide payment for the damage or loss may result in the suspension of the student from participation in extra-curricular activities, or the debt may be satisfied by the student performing community service activities at the school site as determined by the school principal.

A student or their parent(s) may purchase a copy of the designated course instructional materials, regardless of format, for the District's purchase price, including shipping, plus ten percent (10%).

Cost of materials may be charged for materials used in those activities beyond the basic curriculum in which a student elects to participate, particularly in activities where the product becomes the property of the student.

Process for Parents and Residents to Contest Adoption of Instructional Materials

The following individuals may file an objection to the adoption of a specific instructional material:

A. parents of students in the District; and

B. residents of the county.

For purposes of this policy, 'resident' means a resident of the county who has maintained his/her residence in Florida for the preceding year, has purchased a home that is occupied by him/her as his/her residence, or has established a domicile in Florida pursuant to F.S. 222.17.

Filing a Petition

A parent or resident must file a petition with the Board within thirty (30) calendar days after the Board's adoption of specific instructional material on a form provided by the Board. The petition form shall be publicly available by visiting any school in person or by accessing the link on the Board's website. The petition must be signed by the parent or resident, include the required contact information, and state the objection to the instructional material based on the criteria set forth in F.S. 1006.31(2) or 1006.40(3)(d).

Timeframe for Hearing

When the thirty (30) calendar day period following Board adoption of the instructional material in question has expired, the Board will conduct at least one (1) open public hearing before an unbiased and qualified hearing officer for all timely petitions received.

Hearing Officers

Hearing officers are not employees or agents of the District with the exception of any agreement entered into for purposes of conducting the hearings set forth herein. Hearing officers shall be selected annually by the Board from a list of candidates provided by the Superintendent.

Procedures for Hearings

Petitioners will have an adequate and fair opportunity to be heard and present evidence to the hearing officer. Hearings shall be conducted as follows:

A. The petitioner may make an opening statement.

B. The District's representative may make an opening statement.

C. The petitioner may present evidence (including documents and testimony from witnesses) that instructional material does not meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.

D. The District representative may present evidence (including documents and testimony from witnesses) that the instructional material does meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.

E. The petitioner may make a closing statement.

F. The District representative may make a closing statement.

Within fourteen (14) days of the date of the hearing, the hearing officer shall submit a recommended order to the Board. The Board shall consider the recommended order and enter a final order at a publicly noticed Board meeting. If the petitioner proves that instructional material does not meet the criteria required under F.S. 1006.28, or contains prohibited material under that statute, it shall be removed in accordance with Florida law. The Board's decision is final and not subject to further petition or review.

Hearings under this policy are not subject to the provisions of F.S. Chapter 120.

Parent and Resident Objections to Instructional Material Used in Classrooms, Made Available in a School or Classroom Library, or Included on a Reading List

The District's process and objection form, which are easy to read and understand, are accessible on the homepage of the District's website.

Parents and residents of the county may object to the use of a specific instructional material in the classroom, made available in a school or classroom library, or included on a reading list based on the criteria set forth in F.S. 1006.28(2)(a)2. or F.S. 1014.05(1)(c).

For purposes of this policy, 'resident' means a resident of the county who has maintained their residence in Florida for the preceding year, has purchased a home that is occupied them as their residence, or has established a domicile in Florida pursuant to F.S. 222.17.

Parents and residents of the county ~~should~~ must make any such objection by utilizing the standard objection form adopted by the State Board of Education, ~~in writing to the principal~~ which shall identify the District's point of contact and contact information for the submission of an objection, identifying the specific instructional material and stating the basis for the objection.~~.~~

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The District point of contact will notify the school or schools that have the identified specific instructional material in their inventory. All submitted documents will be shared with the Principal(s).

Any material that is subject to an objection on the basis that it is pornographic or prohibited under F.S. 847.012 or depicts or describes sexual conduct as defined in F.S. 847.001(19) (unless such material is for a course required by F.S. 1003.46, F.S. 1003.42(2)(n)1.g., F.S. 1003.42(2)(n)3., or identified by State Board of Education rule) must be removed within five (5) school days of receipt of the objection and remain unavailable to students of that school until the objection is resolved.

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The Deputy Superintendent of Instructional Services will appoint one or more principals to conduct the school-level review of the identified material. The principal(s) conducting the review, or any committee designated by the principal, shall:

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1. Inform the school's SAC of the objection.
2. Read and review the challenged books or materials.
3. Review the completed Library and Instructional Material Objection Form.
4. Consult professional review and academic resources to weigh the merits against alleged faults considering the material as a whole.
5. Determine the extent to which the material meets the FLDOE Criteria for Selection to reach a school decision.

After review, the principal, or committee designated by the principal, will communicate their decision to the curriculum department and District point of contact. If the decision is to discontinue the book at the identified school level, the principal must submit a written ~~decision~~ report to the Deputy Superintendent of Instructional Services summarizing, at minimum:

1. The school-based decision

2. The specific basis for discontinuing use of the book or material
3. The content aligned to the specific basis for discontinuing use of the book or material

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Within 90 days of the receipt of the formal challenge, the Deputy Superintendent of Instructional Services will communicate the school-based decision to the complainant, all school principals, and community stakeholders.

~~The principal will review the objection and may meet with the teacher or objector, or both, in an attempt to resolve the objection, which may include using an alternative instructional material.~~ If the objection is not resolved to the objector's satisfaction, the complainant may submit a request in writing to the Deputy Superintendent of Instructional Services for a district-level review. The written request must be submitted within 30 days of the complainant receiving notification of the school-based decision. Only the original complainant may appeal a prior decision.~~the principal shall refer the matter to the appropriate District-level curriculum supervisor.~~

The Deputy Superintendent of Instructional Services, in coordination with the District Library Media Coordinator, curriculum department, and other stakeholders, will review the material under objection and all documentation from the school-level review processes. Within 30 days of receiving the written request for a district-level review, the Deputy Superintendent of Instructional Services will submit a written decision to the complainant. If the district-based decision results in a modification to the status of a material at the school level, the decision will be communicated to all school principals.

~~The District-level curriculum supervisor will meet with the objector and attempt to resolve the objection.~~ If the objection is still not resolved to the objector's satisfaction, the complainant may submit a request in writing to the Deputy Superintendent of Instructional Services for an appeal to the School Board. The written request must be submitted within 30 days of the complainant receiving notification of the district-level decision. Only the original complainant may appeal a prior decision. T~~t~~he matter will be referred for a hearing, using the hearing procedures set forth in Policy 2520.

If the Board finds that the instructional material does not meet the criteria under F.S. 1006.28(2)(a)2.a. or that any other material contains prohibited content under F.S. 1006.28(2)(a)2.b., the district will discontinue use of the material for any grade level or age group for which such use is inappropriate or unsuitable. ~~The decision of the Board shall be final.~~

If a parent disagrees with the determination made by the Board on the objection to the use of a specific material, a parent may request the Commissioner of Education to appoint a special magistrate who is a member of The Florida Bar in good standing and who has at least five (5) years' experience in administrative law. The special magistrate shall determine facts relating to the District's determination, consider information provided by the parent and the District, and render a recommended decision for resolution to the State Board of Education within 30 days after receipt of the request by the parent.

The State Board of Education must approve or reject the recommended decision at its next regularly scheduled meeting that is more than seven (7) calendar days and no more than thirty (30) days after the date the recommended decision is transmitted. The costs of the special magistrate shall be borne by the District.

Free School-Related Instructional Materials

Free instructional materials may be accepted for classroom and school purposes under conditions that meet all the following criteria:

A. The initiative for securing the materials should be of the type that teachers seek rather than materials forwarded to them to promote the interests of an outside agency.

B. The materials should fill a legitimate purpose of the school curriculum.

C. The advertising feature of the materials should be minimized.

D. Educational films should contain a minimum amount of commercial advertising.

Equipment or Instructional Materials Vendors

The principal may permit vendors to demonstrate and show only that equipment and instructional materials which can be used to improve the instructional program and which are under consideration for purchase by the school.

New Worlds Reading Initiative

The New Worlds Reading Initiative, created by the Florida Department of Education, provides high-quality, free books directly to prekindergarten through grade ~~K-~~5 students who are not yet reading ~~below~~ on grade level-, who score below a level 3 in the preceding year's Statewide, standardized English Language Arts Assessment (ELA), or who have a substantial reading deficiency identified under F.S. 1008.25, or who have a substantial deficiency in early literacy skills based upon the results of the coordinated screening and progress monitoring under F.S. 1008.25.~~and to improve the literacy skills of students in K-12~~.

The School District must notify parents of eligible students upon enrollment and at the beginning of each school year options for specific book topics or genres in order to maximize student interest in reading. The District must coordinate monthly book deliveries with the program administrator beginning no later than October and continuing through at least June. The District must participate in the initiative by partnering with local nonprofit organizations and raising awareness by using marketing materials provided by the program administrator. A student's eligibility for the initiative continues until promotion to grade 6 or until the parent opts out of the initiative.

The District shall coordinate with each charter school it sponsors for the purposes of identifying eligible students, notifying parents, coordinating book deliveries, providing the opportunity to annually select book topics and genres, and raising awareness of the initiative.

The District shall also establish a data sharing agreement with the initiative's administrator to allow for a streamlined student verification and enrollment process.

The Statewide ELA is not the sole determiner of promotion. Additional evaluations, portfolio reviews, and assessments are available to the child to assist parents and schools in identifying the reading level of the student. A parent of a student in grade 3 who is identified anytime during the year as being at risk of retention may request that the school begin collecting evidence for a portfolio.

Annual Report to the Florida Department of Education

Annually, beginning June 30, 2023, the Board shall submit to the Commissioner of Education a report that identifies the following:

A. Each material for which the District received an objection, including the grade level and course the material was used in, for the school year and the specific objections thereto;

B. Each material that was removed or discontinued; and,

C. Each material that was not removed or discontinued and the rationale for not removing or discontinuing the material.

School Library Media Centers and Reading Lists

Effective July 1, 2022, each book newly made available to students through a school library media center, or classroom library, or included in a recommended or assigned school or grade level reading list must be selected and approved by a District employee who holds a valid educational media specialist certificate, regardless of whether to book is purchased, donated or otherwise made available to students.

Revised 7/24/18

Revised 1/25/22

Revised 9/13/22

Revised 5/9/23

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Legal

F.S. 119.071

F.S. 212.183

F.S. 1001.215

F.S. 1002.22

F.S. 1003.485

F.S. 1006.28

F.S. 1006.28 through 1006.42

F.S. 1006.40

F.S. 1008.22

F.S. 1008.25(5)(a)

F.S. 1008.25(5)(c)

F.S. 1014.05

F.A.C. 6A-6.03028

34 C.F.R. Part 300

AGENDA ITEM NO. 14.3

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Budget Amendments for November 2023

Executive Summary
State Board of Administration Rule 6A-1.007(2) states, "The School Board shall approve amendments to the district school budget whenever the function and object amounts in the accounts prescribed by the State Board for the budget form are changed in the original budget approved by the School Board."

The following table reflects changes in fund balance by fund for the month of November 2023.

	General Fund	Debt Service	Capital Outlay	Federal Funds	Food Service	Internal Service*	Trust & Agency
Budgeted Ending Fund Balance 10/31/2023	$51,010,500	$13,198,926	$45,948,415	$0	$10,660,153	$9,302,302	$0
Fiscal Impact	$(316,029)	$61	$175,400	$0	$0	$0	$0
Budgeted Ending Fund Balance 11/30/2023	$50,694,471	$13,198,987	$46,123,815	$0	$10,660,153	$9,302,302	$0

*Self-insurance Health Fund and Worker's Compensation Fund

General Fund budgeted ending fund balance decreased by $316,028 due primarily to a reduction in anticipated Medicaid reimbursement revenue $430,000, addition of a Security canine $91,356, legal settlement costs $87,500, and an addition of instructional staff $36,113 partially offset by additional Emergency Connectivity Fund reimbursement $189,140, Hurricane Ian insurance and FEMA reimbursements $122,862 and other miscellaneous adjustment $16,939.

Debt Service Fund budgeted ending fund balance increased $61 due to an increase in interest income.

Capital Outlay Fund budgeted ending fund balance increased by $175,400 due to an increase in anticipated interest income $200,000 partially offset by an added evaluation study to move the Matzke tower to MTC $24,600.

Special Revenue Fund budgeted reflects no change but includes adding original budgets for grant revenues and appropriations that were not awarded during the original final budget process for 2023-24.

There were no other changes to the budgeted ending fund balances.

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

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

Recommendation
The Superintendent recommends approval of the budget amendments for November 2023.

Financial Impact
There is no significant financial impact. The General Fund budgeted ending assigned/unassigned fund balance is 9.38%.

Contact
Submitting Department: Budget Department
Initiated By: Gina Maliniak

Attachments:
Nov 2023 Budget Amendment File Summary
Combined Nov 2023 BAs

November 2023 Budget Amendment Summary
All Funds

Year	2024
Posting Period	5
Entry Type	(All)

Row Labels		Sum of YTD Current
1		**$316,028**
3		
	10101 General Fund	-$201,541
	10102 General Fund Grants	-$1,083
4		
	10101 General Fund	$517,569
	10102 General Fund Grants	$1,083
2		**-$61**
3		
	29190 Lease Purchase Bond 2015	-$14
	29193 Lease Purchase Bond 2017	-$36
	29196 Lease Purchase Bond 2016	$373
	29901 QSCB 2010	-$385
4		
	29196 Lease Purchase Bond 2016	-$385
	29901 QSCB 2010	$385
3		**-$175,400**
3		
	39192 Sales Tax Proceeds	-$100,000
	39196 Charter School Capital Outlay	$0
	39197 Impact Fees	-$100,000
4		
	37023 Local Capital Improvement 2223	$0
	37024 Local Capital Improvement 2324	$24,600
	39123 COPS Series 2023A	$0
	39192 Sales Tax Proceeds	$0
	39194 Other Capital Projects	$0
	39197 Impact Fees	$0
4		**$0**
3		
	42201 Federal Non Cash Advance	-$257,642
	44601 Other ARP Act Relief	-$189,140
4		
	41001 Food Services	$0
	42101 Federal Cash Advance	$0
	42201 Federal Non Cash Advance	$257,642
	44201 Other CARES Act Relief Funds	$0
	44501 ARP Act ESSER	$0
	44601 Other ARP Act Relief	$189,140
7		**$0**
4		
	71101 Self-Insurance - Health	$0
8		**$0**
3		
	85001 Financial Aid Fee Trust	-$35,578
	85002 Donations & Scholarship Fund	-$2,792
4		
	85001 Financial Aid Fee Trust	$35,578
	85002 Donations & Scholarship Fund	$2,792
Grand Total		**$140,567**

Capital Fund

November 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance (a)	(330,630,793)	(330,630,793)	-	0.0%	
30X	Revenue	(212,461,386)	(212,661,386)	(200,000)	0.1%	
30X	Transfers In & Other Funding Sources	(1,878,184)	(1,878,184)	-	0.0%	
74X	Facilities Acquisition and Construction	436,465,945	436,490,545	24,600	0.0%	
92X	Debt Service	2,317,325	2,317,325	-	0.0%	
97X	Transfers Out	60,238,678	60,238,678	-	0.0%	
9X	Budgeted Fund Balance	45,948,415	46,123,815	175,400	0.4%	

(a) adjusted from 2023-24 Final Budget Book for an interest entry that US Bank failed to record in June 2023 for $24,605.

Comments for Functional Changes over 5%:

Debt Service Fund
November 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(12,831,068)	(12,831,068)	-	0.00%	
30X	Revenue	(1,733,340)	(1,733,402)	(61)	0.00%	
30X	Transfer In	(34,118,575)	(34,118,575)	-	0.00%	
92X	Debt Service	35,484,058	35,484,058	-	0.00%	
9XX	Budgeted Fund Balance	13,198,926	13,198,987	61	0.00%	

General Fund

November 2023 Budget Amendment Summary

Fund	Fund Description	Function	Function Description	YTD Prior	YTD Current	Budget Amendment	% Change	Reference
10101	General Fund		Beginning Fund Balance	(85,961,974)	(85,961,974)	-	0.00%	
		3XX	Revenues	(533,358,854)	(533,370,652)	(11,798)	0.00%	
		3XX	Transfers In and Other Funding Sources	(27,243,873)	(27,434,699)	(190,826)	0.70%	
		5XX	Instructional	384,782,029	385,067,350	285,321	0.07%	
		61X	Pupil Personnel Services	23,986,886	23,853,574	(133,312)	-0.56%	
		62X	Instructional Media Services	5,825,930	5,826,035	105	0.00%	
		63X	Curriculum	9,327,957	9,346,017	18,060	0.19%	
		64X	Instructional Staff Training	1,506,549	1,514,141	7,592	0.50%	
		65X	Instructional Technology	585	585	-	0.00%	
		71X	Board	1,419,794	1,419,794	-	0.00%	
		72X	General Admin Superintendent	3,185,181	3,426,898	241,717	7.59%	1
		73X	School Administration	37,204,462	37,131,458	(73,004)	-0.20%	
		74X	Facility Acquisition and Construction	7,624,876	7,624,876	-	0.00%	
		75X	Fiscal Services	3,845,722	3,990,222	144,500	3.76%	
		77X	Central Services	16,168,847	16,092,157	(76,690)	-0.47%	
		78X	Transportation	20,662,952	20,664,962	2,010	0.01%	
		79X	Operation of Plant	50,694,188	50,819,613	125,425	0.25%	
		81X	Maintenance of Plant	11,841,306	11,818,157	(23,148)	-0.20%	
		82X	Administrative Technology	8,728,688	8,728,688	-	0.00%	
		91X	Community Services	6,969,328	6,969,407	78	0.00%	
		92X	Debt Service	1,778,918	1,778,918	-	0.00%	
		97X	Transfer Out	-	-	-	n/a	
		9XX	Budgeted Fund Balance	51,010,500	50,694,471	(316,028)	-0.62%	

Comments for Functional Changes over 5%:

1/ JUUL Legal Settlement set aside for preventative programs	156,089
Legal Settlement fee	87,500
Other misc adjustments	(1,873)
	241,717

General Fund
November 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	5	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	72010	General Administration (Super)	411101	Adm/Direct Regular Pay	9611	13821	EDEP Covered Costs				Superintendent Remibursements	0000099849	(4,656.53)
1	5	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	72010	General Administration (Super)	429001	Other Employee Benefits	9611	13821	EDEP Covered Costs				Superintendent Remibursements	0000099849	4,000.00
1	5	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	72010	General Administration (Super)	433003	Out of County Travel	9611	13821	EDEP Covered Costs				Superintendent Remibursements	0000099849	656.53
1	5	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	72010	General Administration (Super)	411101	Adm/Direct Regular Pay	9611	13821	EDEP Covered Costs				Superintendent Mileage	0000099880	(242.61)
1	5	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	72010	General Administration (Super)	433003	Out of County Travel	9611	13821	EDEP Covered Costs				Superintendent Mileage	0000099880	242.61
1	5	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	72010	General Administration (Super)	411101	Adm/Direct Regular Pay	9611	13821	EDEP Covered Costs				Wysong reimb V#135664 budget transfer for needed balance	0000099939	(0.45)
1	5	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	72010	General Administration (Super)	433003	Out of County Travel	9611	13821	EDEP Covered Costs				Wysong reimb V#135664 budget transfer for needed balance	0000099939	0.45
1	5	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	72010	General Administration (Super)	433003	Out of County Travel	9301	00000	Discretionary				Budget Error Report	0000100401	200.00
1	5	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	72010	General Administration (Super)	474001	Judgements & Settlements	9612	00000	Discretionary				Legal Settlement	0000100960	87,500.00
1	5	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	72010	General Administration (Super)	421103	Retirement System	9511	00000	Discretionary				Retirement payment - FRS	0000101051	(2,000.00)
1	5	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	72010	General Administration (Super)	474001	Judgements & Settlements	9799	13890	Vaping Educ & Preventatatative				JUUL Settlement	0000101645	156,089.22
1	5	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	72010	General Administration (Super)	439001	Other Purchased Services	9617	00000	Discretionary				Postage Errors November 2023	0000101838	(72.58)
																				241,716.64

Health Insurance Fund
November 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(12,870,340)	(12,870,340)	0	0.00%	
30X	Revenue	(54,642,000)	(54,642,000)	0	0.00%	
30X	Transfer In	0	0	0	n/a	
77X	Central Services	59,507,891	59,507,891	0	0.00%	
9XX	Unappropriated Fund Balances	8,004,449	8,004,449	0	0.00%	

Workers Comp Fund
November 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(1,565,045)	(1,565,045)	-	0.00%	
30X	Revenue	(3,200,000)	(3,200,000)	-	0.00%	
77X	Central Services	3,467,192	3,467,192	-	0.00%	
9XX	Unappropriated Fund Balances	1,297,853	1,297,853	-	0.00%	

Trust and Agency Fund
November 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(1,121,660)	(1,121,660)	-	0.0%	
30X	Revenue	(741,426)	(779,796)	(38,370)	5.2%	1
5XX	Instructional	1,799,110	1,835,680	36,570	2.0%	
61X	Student Support Services	7,222	7,722	500	6.9%	2
63X	Instruction and Curriculum Development	27,846	27,346	(500)	-1.8%	
72X	General Administration Superintendent	17,656	17,656	-	0.0%	
77X	Central Services	7,752	9,552	1,800	23.2%	3
91X	Community Services	3,500	3,500	-	0.0%	
9XX	Unappropriated Fund Balance	(0)	(0)	-	0.0%	

Comments for Functional Changes over 5%:

1/	MTC Tuition - Scholarship Revenue	(36,570)
	Holiday Luncheon Contributions	(1,800)
		(38,370)
2/	Moving Project Heart budget to cover expense entered in incorrect chart-string	500
3/	Holiday Luncheon	1,800

Trust and Agency Fund
November 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
	5	KK_REV_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship	30000	Revenue	344001	Gifts, Grants and Bequests	9301	00000	Discretionary				Holiday Luncheon	0000100596	(1,800.00)
	5	KK_REV_BUD	SDMC1	Adjustment	Posted	85001	Financial Aid Fee Trust	30000	Revenue	346801	Financial Aid Fees		14649	MTC PostSec. Tuition Othr Fee				Revenue Rec November	0000101685	(35,578.05)
	5	KK_REV_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship	30000	Revenue	349501	Other Misc Local Sources		14649	MTC PostSec. Tuition Othr Fee				Revenue Rec November	0000101685	(992.41)
																				(38,370.46)
	3	KK_DET_BUD	SDMC1	Transfer Adju	Posted	85002	Donations & Scholarship	61010	Student Support S	459001	Other Materials and Supplies	9305	36028	Project Heart				Moving Budget to cover Expense Entered in wrong Chart-string	0000097014	500.00
	5	KK_DET_BUD	SDMC1	Transfer Adju	Posted	85002	Donations & Scholarship	61110	Attendance and Sc	439002	Printing	9318	13801	RISE Mentoring Program				November Papercut Journal	0000101505	**500.00**
	5	KK_DET_BUD	SDMC1	Transfer Adju	Posted	85002	Donations & Scholarship	61110	Attendance and Sc	459001	Other Materials and Supplies	9318	13801	RISE Mentoring Program				November Papercut Journal	0000101505	**(500.00)**
	5	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship	77310	Personnel Service:	457001	Food	9301	00000	Discretionary	SDMC6	6930100001	6930100001	Holiday Luncheon	0000100595	**1,800.00**

Special Revenue Funds
November 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
30X	Revenue	(41,134,015)	(41,580,798)	(446,782)	1.1%	
5XX	Instructional	20,927,318	21,124,342	197,024	0.9%	
61X	Pupil Personnel Services	3,516,258	3,510,898	(5,360)	-0.2%	
63X	Instruction/Curriculum Dev Srv	9,328,387	9,339,216	10,829	0.1%	
64X	Instructional Staff Training	5,061,506	5,089,191	27,686	0.5%	
65X	Instructional Technology	94,736	94,736	-	0.0%	
72X	General Admin Superintendent	1,150,252	1,210,973	60,722	5.3%	1
73X	School Administration	(180)	(180)	(0)	0.0%	
75X	Fiscal Services	46,607	46,607	-	0.0%	
77X	Central Services	(34,582)	(34,582)	-	0.0%	
78X	Transportation	(37,381)	(72,565)	(35,184)	94.1%	2
79X	Operation of Plant	(33,526)	(33,526)	-	0.0%	
81X	Maintenance & Operations	13,838	13,838	-	0.0%	
91X	Community Services	800	1,040	240	30.0%	3
97X	Transfers	1,099,983	1,290,809	190,826	17.3%	4

Note: The Special Revenue Fund Report does not reflect Current Budget for grants that cross fiscal years.

Comments for Functional Changes over 5%:

1/	Title II transfer to correct Indirect Cost Line function	59,410.79
	Other misc adjustments	1,310.97
		60,721.76
2/	Homeless ARP transfer to cover hygiene kits	(46,984.19)
	Title I Part A transfers for Amendment 1	11,800.00
		(35,184.19)
3/	Title IV Pt A Transfer supplies for community event	239.60
4/	Emergency Connectivity Fund final reimbursement	189,140.29
	Other misc adjustments	1,686.00
		190,826.29

Special Revenue Funds
November 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9304	15001	Grants Program	SDMC4	4930404364	7200000000	4364 Title II Transfer to Correct Indirect Cost Line Function	0000100962	59,410.79
1	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	422001	FICA	9501	15001	Grants Program	SDMC4	4930504379	4999999999	Retention Bonus 2023 Leftover Budget Transfer	0000101053	0.02
1	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	422001	FICA	9511	15001	Grants Program	SDMC4	4930504379	4999999999	Retention Bonus 2023 Leftover Budget Transfer	0000101053	0.01
1	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	422001	FICA	9612	15001	Grants Program	SDMC4	4930504379	4999999999	Retention Bonus 2023 Leftover Budget Transfer	0000101053	0.01
1	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	422001	FICA	9613	15001	Grants Program	SDMC4	4930504379	4999999999	Retention Bonus 2023 Leftover Budget Transfer	0000101053	0.02
1	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7200000000	Retention Bonus 2023 Leftover Budget Transfer	0000101053	(0.06)
1	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	72010	General Administration (Super)	479005	Indirect Costs	0211	15001	Grants Program	SDMC4	4021104451	7200000000	4451 HEERF Transfer	0000101756	1,440.87
1	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	72010	General Administration (Super)	479005	Indirect Costs	0211	15001	Grants Program	SDMC4	4021104451	7200000000	4451 HEERF Transfer	0000101759	(85.11)
1	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	72010	General Administration (Super)	479005	Indirect Costs	0211	15001	Grants Program	SDMC4	4021104451	7200000000	4451 HEERF Transfer IC Adjustment	0000101763	3.05
1	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	72010	General Administration (Super)	479005	Indirect Costs	0211	15001	Grants Program	SDMC4	4021104451	7200000000	4451 HEERF Final Revision for Indirect Cost	0000101987	(47.84)
																				60,721.76
2	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	411101	Adm/Direct Regular Pay	9514	15001	Grants Program	SDMC4	4930504379	7800000000	4379 Transportation Coordinator Budget Fix	0000100986	49,891.14
2	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	411209	Other SAMP Other	9514	15001	Grants Program	SDMC4	4930504379	7800000000	4379 Transportation Coordinator Budget Fix	0000100986	(49,891.14)
2	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	423101	Health & Hospitalizations	9514	15001	Grants Program	SDMC4	4930504379	7800000000	4379 Transportation Coordinator Budget Fix	0000100986	(109.76)
2	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	423201	Life Insurance	9514	15001	Grants Program	SDMC4	4930504379	7800000000	4379 Transportation Coordinator Budget Fix	0000100986	109.76
2	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	416109	NB Support Other	9514	15001	Grants Program	SDMC4	4930504379	4999999999	Retention Bonus 2023 Leftover Budget Transfer	0000101053	1,857.88
2	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	416109	NB Support Other	9799	15001	Grants Program	SDMC4	4930504379	7800000000	Retention Bonus 2023 Leftover Budget Transfer	0000101053	(1,857.88)
2	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	416209	B Support Other	9514	15001	Grants Program	SDMC4	4930504379	4999999999	Retention Bonus 2023 Leftover Budget Transfer	0000101053	(7,431.52)
2	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	4999999999	Retention Bonus 2023 Leftover Budget Transfer	0000101053	0.01
2	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	422001	FICA	9513	15001	Grants Program	SDMC4	4930504379	4999999999	Retention Bonus 2023 Leftover Budget Transfer	0000101053	(71.01)
2	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	422001	FICA	9514	15001	Grants Program	SDMC4	4930504379	4999999999	Retention Bonus 2023 Leftover Budget Transfer	0000101053	(425.59)
2	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7800000000	Retention Bonus 2023 Leftover Budget Transfer	0000101053	7,928.11
2	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	436001	Rentals	9305	15001	Grants Program	SDMC4	4930504572	7800000000	4572 Homeless ARP Transfer to Cover Hygiene Kits	0000101365	(34,992.05)
2	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	436001	Rentals	0381	15001	Grants Program	SDMC4	4930504324	7800000000	4324 Title I Pt A CC 0381 Prine ES Transfer for Amendment 1	0000101388	4,500.00
2	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	479101	Curricular Transportation/Fiel	0381	15001	Grants Program	SDMC4	4930504324	7800000000	4324 Title I Pt A CC 0381 Prine ES Transfer for Amendment 1	0000101388	2,300.00
2	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	436001	Rentals	9305	15001	Grants Program	SDMC4	4930504572	7800000000	4572 ARP Homeless Transfer to Cover Hygiene Kits	0000101453	(11,992.14)
2	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	479101	Curricular Transportation/Fiel	0061	15001	Grants Program	SDMC4	4930504324	7800000000	4324 TIPA CC 0061 Bayshore ES Transfer for Amendment 1	0000101761	1,000.00
2	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	436001	Rentals	0521	15001	Grants Program	SDMC4	4930504324	7800000000	4324 TIPA CC 0521 Tillman Transfer for Amendment 1	0000101902	4,000.00
																				(35,184.19)
3	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	91010	Community Services	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504114	9100000000	4114 Title IV Pt A Transfer Supplies for Community Event	0000101450	**239.60**

November 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
4	5	PROJ_C_BUD	SDMC1	Adjustment	Posted	44601	Other ARP Act Relief	97010	Transfers	491001	Transfers to General Fund	9798	15001	Grants Program	SDMC4	4979804123	9700000000	Emergency Connectivity Final Reimb	0000101587	189,140.29
4	5	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	97010	Transfers	491001	Transfers to General Fund	9798	15001	Grants Program	SDMC4	4021104003	9700000000	4003 FWS - Transfer to FWS ACA Account	0000101591	1,686.00
																				190,826.29

Food Service Fund

November 2023 Budget Amendment Summary

Function	FunctionDescr	Prior YTD	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(14,607,124)	(14,607,124)	-	0.00%	
30X	Revenue	(32,825,431)	(32,825,431)	-	0.00%	
76X	Food Services	36,772,402	36,772,402	-	0.00%	
9XX	Unappropriated Fund Balances	10,660,153	10,660,153	-	0.00%	

AGENDA ITEM NO. 14.4

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval of the New Job Description and Position of Coordinator, Project EDGE (MTC) (Grant Funded)

Executive Summary
The position of Coordinator, Project EDGE (MTC) is needed due to the approved grant application for students with unique abilities approved for Manatee Technical College (MTC) by the State of Florida Department of Education. This position is the coordinator of the program and will be not only responsible for the development and oversight, but also for the building of the program to service students with disabilities in the Manatee County area. The Florida Postsecondary Transition Program (FPCTP) Act (FS 1004.6495) was established in 2016 with the purpose of increasing independent living, inclusive and experiential postsecondary education, and employment opportunities for students with intellectual disabilities through degree, certificate, or non-degree programs and establish statewide coordination of the dissemination of information regarding programs and services for students with disabilities. The School Board of Manatee County approved MTC to apply for the program on May 9, 2023, and on May 23, 2023, approved the initial three-year grant for the program. The name of the program is EDGE (Empowerment, Development, Growth and Education). This is a grant-funded position and will not have any financial impact on the district.

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

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

Ready To Grow | Goal 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

Recommendation
The Superintendent recommends approval of the new job description and position of Coordinator, Project EDGE. (Grant Funded)

Financial Impact
The proposed pay grade for this position is D11 on the SAMP schedule with salary range from $63,309 to $114,579, plus benefits, and will be funded by the Florida Postsecondary Comprehensive Transition Program Initial and Continuing Grant.

Contact
Submitting Department: Human Resources
Initiated By: Dr. Paul Gansemer

Attachments:
63010 Coordinator - Project EDGE (MTC)

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: COORDINATOR, PROJECT EDGE (MTC)
State Title: Specialist/Manager, Instruction/Curriculum
JOB DESCRIPTION

JOB GOAL:
To provide leadership and vision necessary for an instructional atmosphere conducive to highest possible level of student achievement and learning in the Manatee Technical College (MTC) EDGE (Empower, Develop, Grow and Educate) program for students with unique abilities. To assume responsibility for all aspects of the program including but not limited to compliance with state and county regulation, exceptional education and student accommodation, grant writing and submission, implementation of the program, curriculum, staffing, marketing, budgeting, and recruitment.

MINIMUM QUALIFICATIONS:
1. Master's degree or higher from an accredited university in Educational Leadership, Administration/Supervision, or related content field.
2. Florida Teaching Certification. Exceptional Student Education (ESE) preferred.
3. Five years of increasingly responsible teaching and/or administrative experience in using technology in the classroom, ESE workplace education, adult education, Career and Technical Education (CTE), and experience in providing professional development to faculty and staff preferred.
4. At least one year in a leadership role at the school or district level (i.e., district specialist, school-based coordinator, dean, administrator, supervisor) preferred.

KNOWLEDGE, SKILLS, AND ABILITIES:
Knowledge of laws, rules, policies, and procedures related to ESE and students with disabilities including postsecondary level instruction in addition to the grant specifications with the Florida Postsecondary Comprehensive Transition Program. Ability to read, interpret, and enforce the Florida Center for Students with Unique Abilities rules, Code of Ethics, School Board policies, State Reporting requirements and appropriate district/state evaluation procedures. Knowledge of HIPPA, Public Records, Sunshine Law, FERPA and other laws/regulations related to student and employee privacy, public information, and records retention. Knowledge of testing and measurement. Skills in the interpretation of academic and psychological evaluation results. Ability to interact with a wide variety of persons, including students, parents, agency personnel and school personnel at the secondary and postsecondary levels. Ability to serve students, teachers, and staff in the EDGE program at Manatee Technical College (MTC) with life skills, work skills, and lifelong learning. Effective working relationships with community resources. Ability to provide leadership in a participatory management environment using a consensus building approach. Ability to plan, organize, and prioritize activities related to assignment. Ability to plan, implement, and evaluate programs for maximum effectiveness using a high level of positive oral and written communication skills. Ability to use data in the decision-making process. Ability to use technology resources effectively. Knowledge of CTE subject areas, regulations, and codes. Knowledge of research, current trends, and best practices in the CTE subject area. Ability to work effectively with diverse student populations, the administration, and staff at MTC.

REPORTS TO:
Director of Manatee Technical College or designee

SUPERVISES:
Teachers, staff, and students in the assigned project.

PERFORMANCE RESPONSIBILITIES:
1. Oversee the MTC FCSUA program EDGE and related grant(s).
2. Develop short- and long-term goals, objectives, and priorities for the EDGE program.

3. Develop, maintain, interpret, and execute administrative practices within School Board policies, including developing and maintaining manuals, policies, and procedures for the program.
4. Obtain and submit required information/data to the District, MTC and FCSUA.
5. Secure appropriate resources to meet the demands of the program.
6. Support the Director and Assistant Director(s) at MTC by building a culture that supports learning and encourages innovation.
7. Consistently and fairly administer the school's discipline policies.
8. Model and maintain high standards for professional conduct.
9. Maintain visibility and accessibility of the EDGE program and MTC.
10. Ensure quality program marketing is taking place.
11. Develop, maintain, and monitor the budget and expenditures within guidelines and policies for project EDGE.
12. Identify, pursue, and manage other grants in areas of responsibility connected to project EDGE.
13. Monitor and facilitate a system of procuring materials, services, supplies, and equipment.
14. Administer the allocation of resources and maintain appropriate records for assigned areas of responsibility.
15. Oversee an advisory committee that supports project EDGE with members according to the accreditation requirements of the Council on Occupational Education.
16. Work with the local workforce board, business and industry partners, and other community programs for adults/students with disabilities for work-based learning, internship and/or job placement, program needs and program improvement.
17. Actively participate with the re-accreditation of the program and MTC when needed.
18. Supervise assigned personnel, make recommendations to the Assistant Director(s) and/or Director for evaluation and appropriate action.
19. Follow guidelines for proper student conduct and implement disciplinary procedures and policies that ensure a safe and orderly environment.
20. Ensure instruction curricula are aligned with District, State, and MTC goals and frameworks.
21. Maintain and model high standards of professional conduct. Set high standards and expectations for self, others, and school.
22. Provide recognition and celebration for student, staff, and school accomplishments.
23. Provide leadership and direction for developing the best possible learning/teaching environment.
24. Keep abreast of trends and best practices in education and the field of instruction through staff development, review of literature, meetings, and other means.
25. Understand and utilize collaborative planning strategies.
26. Promote and support changes in curriculum, technology, and school processes.
27. Build teams to accomplish plans, goals, and priorities.
28. Facilitate problem-solving by groups and individuals.
29. Work with employers and other stakeholders to resolve complaints or concerns.
30. Communicate effectively and positively in both orally and writing with employers, students, teachers, agency personnel and the community.
31. Monitor and assist guest speakers/teachers for the program.
32. Be proactive in recognizing and solving school and student concerns.
33. Use current research, performance data, and feedback from employers, industry experts, students, teachers, community, and other stakeholders to make decisions related to improvement of instructional assessment, content and curriculum, and student performance.
34. Obtain and keep current all certifications and endorsements needed for student safety and instruction, including passing all industry certifications the students need to earn in the first stage of the EDGE program.
35. Consider different perspectives, alternative opinions, and sequences of each in making decisions.
36. Cooperate with and support the selection of textbooks, materials, supplies and equipment.
37. Model effective listening and positive interaction skills.
38. Participate in Department, District, MTC, and FPCTP/FSUA meetings, conferences, and other activities to enhance professional development.

39. Communicate, through the proper channels, to keep the immediate supervisor, Assistant Director, MTC Director, Adult, Career and Technical Education Executive Director, and Superintendent informed of impending problems or events of unusual nature.
40. Attend MTC-related activities, District events, ESE events and other innovative events including, but not limited to, graduation ceremonies, career technical student organization, and other related CTE/ESE or instructional activities.
41. Use the District e-mail and computer applications ethically and effectively.
42. Cooperate with and support District and MTC instructional staff in program planning.
43. Participate in developing the District and MTC mission, vision, strategic plan, calendar, and staffing plan.
44. Attend and participate in staff meetings to discuss policy changes, instructional programs, potential concerns, and resolution of existing issues.
45. Promote and market EDGE and MTC and its programs to the community.
46. Make difficult decisions when necessary, including dealing with ineffective student or stakeholder performance.
47. Perform other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:
Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force and/or up to 10 pounds of force as needed to move objects. In an emergency, worker may be required to restrain a physically active individual as a temporary safety precaution.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the district's approved compensation plan. Length of the work year and hours of employment shall be those established by the district.

EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:
TBD

Revised:

SALARY SCHEDULE: SAMP
PAY GRADE: D11
SHORT TITLE: TBD
STATE JOB CODE: 63010

AGENDA ITEM NO. 14.5

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval to Use State of Florida Department of Management Services NASPO ValuePoint Cloud Solutions Agreement Alternate Contract Source 43230000-NASPO-16-ACS to Purchase Data Center Infrastructure, Equipment Installation and Maintenance and Professional/Technical Services for Infrastructure and Cyber Security Solutions, SDMC No. 24-0099-RG, Estimated in the Amount of $1,500,000.00, Over an Estimated 5 Year Period (Multiple Funding Sources)

Executive Summary
The State of Utah, acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured and awarded a Request for Proposal resulting in Master Agreement number AR2472. The Master Agreement was created as a cooperative purchasing agreement for Cloud Solutions. The State of Florida executed a participating agreement, which is available for state agency customers inclusive of Florida K-12 Public Schools. NASPO, a national purchasing cooperative, provides a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Instead of the District expending time, money, and resources on the extensive public procurement process, the use of the NASPO solicitation allows the District to quickly select and purchase preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

This agreement gives the District a purchasing vehicle with twenty-six (26) contractors and hundreds of resellers for procurement of cloud solutions, including Software as a Service (SaaS), Infrastructure as a Service (IaaS), and Platform as a Service (PaaS). Contract start and end dates vary by contractor. Contractor/reseller details may be found at www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/cloud_solutions.

This procurement vehicle provides a vast portfolio of cybersecurity and data center infrastructure products and services that position the district well for upcoming upgrades as outlined in the board-approved Strategic Plan – Ready 2026. One example is acquisition of data center hardware (physical and virtual servers) and services needed to ensure we have a resilient and secure infrastructure framework to support enterprise applications and critical core systems. This agreement provides a sizeable contractor base to obtain the best solution at the best price for the District. This contract will be utilized to purchase data center infrastructure (storage solutions and virtualizations), equipment installation and maintenance, and professional/technical services for enterprise infrastructure and cyber security solutions supporting multiple data centers.

Historical Expenditures for Data Center Storage Hardware Solutions are:
- YTD 2023-2024 $ 33,446.41
- 2022-2023 $105,338.67
- 2021-2022 $105,338.67

The five year term lease for the current solution is $526,693.35 plus an additional $81,276.06 to extend the services and maintenance from 4/27/2023 through 6/30/2024 for a grand total of $641,415.82.

The proposed replacement solution will have a higher expected cost estimate than previous solutions to provide a more resilient and secure server infrastructure to support the District's goal to strengthen its cybersecurity posture. The solution will also provide additional capacity for future growth.

Subsections 6A-1.012(5)-(6), F.A.C., allow school boards to purchase from existing bids of other public entities upon agreement by the awarded vendor(s). An analysis between Procurement and Information Technology concludes that this contract offers the best cost value procurement vehicle for the district.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The estimated $1,500,000.00 expenditure will be over 5 years.

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

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

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

Recommendation
The Superintendent recommends the approval to use State of Florida Department of Management Services NASPO Valuepoint cloud solutions agreement alternate contract source 43230000-NASPO-16-ACS to purchase data center infrastructure, equipment installation and maintenance and professional/technical services for infrastructure and cyber security solutions, SDMC No. 24-0099-RG, estimated in the amount of $1,500,000.00,over an estimated 5 year period. (Multiple Funding Sources)

Financial Impact
The funding source for this estimated expenditure is various funds, including General Fund and Capital, and is included in the approved IT budget for 2023-2024 and proposed budget for 2024-2025.

Contact
Submitting Department: Information Technology
Initiated By: Scott Hansen

Attachments:
Cloud Solutions43230000

Cloud Solutions43230000-NASPO-16-ACS

Master Agreements with:

Accenture LLP

Atos IT Solutions and Services, Inc.

Carahsoft

CenturyLink Communications, LLC dba Lumen

CherryRoad Technologies

CSRA State and Local Solutions LLC

Deloitte Consulting LLP

DLT Solutions

EC America, Inc.

ECS Federal, LLC

Ensono, LLC (formerly Ensono, LP)

GuideSoft, Inc. dba Knowledge Services

Hewlett Packard Enterprise Company

Insight Public Sector, Inc.

Kyndryl, Inc.

Master Agreement

NTT DATA, Inc

NWN Corporation

Presidio Networked Solutions LLC

Quest Media and Supplies, Inc.

SHI International Corp.

Smartronix, Inc.

Strategic Cloud Communications, LLC

The Consultants Consortium, Inc. dba TCC Software Solutions

Unisys Corp.

Visionary Integration Professionals, LLC

WellSky Corporation

AGENDA ITEM NO. 15.1

School Board of Manatee County
January 16, 2024 - Regular Board Meeting

Title
Approval of the Citizens' Financial Oversight Committee's 2022 Annual Report

Executive Summary
Resolution 2017-11 providing for a one mill increase was passed on November 14, 2017 to increase student achievement through certain described means.

The Resolution provided that an “oversight committee appointed by the School Board shall issue an annual report to insure the proper stewardship of the funds. In addition, the committee shall identify relevant outcomes and results to the community”.

The Citizens' Financial Oversight Committee (CFOC) presented their Annual Report to the Board in June 2023 and it was never formally approved.

Contact
Submitting Department: School Board

Attachments:
2023-08-16 Citizens' Financial Oversight Report FY2022 -FInalForBoardApproval

March 20, 2023

Manatee County School Board
215 Manatee Avenue West Bradenton, FL 34205

Dear Members of the School Board,

The Citizens' Financial Oversight Committee ("CFOC") has completed its review of the revenue, expenses and operating reserves of the one mill increase in the school ad valorem millage pursuant to "Resolution 2017-11" (the "Resolution") for the fiscal year ending June 30, 2022.

Our review included accessing audited financial records of the Manatee County School District (the "District"), compiling and summarizing detailed records into the data included in this report. We performed certain analytical procedures to verify our conclusions. Also, we relied upon representations of the District, and the internal audit procedures of restricted funds of the District in reaching our conclusions.

Except as otherwise set forth herein, it is our finding that tracking and accounting of Resolution Revenue and Resolution Expenditures were in material compliance with the operating budget established by the District and approved by the Board for the twelve months ending June 30, 2022.

In addition to the CFOCs review of financial records of the District, the CFOC has reviewed certain data to identify relevant outcomes related to the use of the Resolution Revenue (as hereinafter defined) consistent with the stated goals of the Resolution. As illustrated within this report, the district has shown improvement in metrics related to goals set forth in the initiative. This improvement can be attributed to many factors including implementation of the referendum. That said, certain data and analysis being measured at this time are presented in this report.

It is the CFOC's opinion that all conclusions in this report are based on materially correct data.

Susan Harrigan Chair,
Citizens' Financial Oversight Committee

Creation of the Citizens' Financial Oversight Committee

The Citizens' Financial Oversight Committee ("CFOC") was created through the Manatee County School District School Board's approval and adoption of Resolution 2017-11 on November 14, 2017, and the subsequent vote in favor of the one mill increase in the operating ad valorem millage by the constituents of Manatee County in the Special Election held on March 20, 2018.

More specifically: (a) the ballot summary question language approved in Resolution 2017-11 stated the funds generated by the one mill increase to the operating ad valorem millage would be "..... overseen by an independent citizens' committee"; and (b) paragraph 4 of Resolution 2017-11 provided as follows: "Provided the millage increase for Manatee County Schools is approved, a financial oversight committee appointed by the School Board shall issue an annual report to insure proper fiscal stewardship of the funds. In addition, the committee shall identify relevant outcomes and report results to the community.

The School Board appointed the initial members of the committee in 2018 who serve subject to the committee charter approved by the CFOC and the School Board. Over the past two years, the Board has appointed subsequent members as terms have expired. As of June 30th, 2022, four members' terms are expiring.

Mission of the CFOC

The Mission of the CFOC is to: (i) provide oversight to ensure proper fiscal stewardship of operating funds provided by the one mill increase in the operating ad valorem millage; (ii) identify and measure relevant outcomes from the deployment of the funds from the one mill increase; and (iii) report results to the School Board and the community.

Operation and Organization of the CFOC

The committee meets as a single body to review information provided by the District pertinent to its mission.

Financial Review and Analysis

We have completed our review of the Resolution Revenue, Expenditures and operating reserves of the Resolution Revenue. Our review included accessing audited financial records of the District, compiling and summarizing detailed records into the data included in this report. We performed certain analytical procedures to verify our conclusions. Also, we relied upon representations the District, and the internal audit procedures of restricted funds of the District in reaching our conclusions.

Defining Terms

- Resolution Revenue: Revenue generated from the one mill increase in the school ad valorem millage pursuant to Resolution 2017-11.
- Core Revenue: All other general fund revenue
- Resolution Expenditures: Expenditures restricted from the Revenue source of the one mill increase in the school ad valorem pursuant to Resolution 2017-11
- Core Expenditures: All other general fund expenditures

Conclusions

Our review concludes that the financial records of the District represent, in all material respects, proper recording and tracking of the Resolution Revenue, Resolution Expenditures and operating reserves related to the Resolution Revenue as presented in the following schedules (appendices to this report):

- Resolution Budget vs. Actual Expenditures/Fund Balance by Project for the Year Ended June 30th, 2022 (Schedule A)
- Recap of Comparative Income and Expense Data and Analysis of Increase/Decrease for the Initial Year of Resolution Amounts (Schedule B)

Analysis

Schedule A presents a comparison of budgeted Resolution Expenditures to actual Resolution Expenditures for the fiscal year ending June 30, 2022. Resolution Revenue budgeted but not spent in a given Project accounting category in the fiscal year ended June 30, 2022 was carried forward to the 2021-2022 budget as adjustments restricted to the Project accounting category the funds were originally budgeted for. Similarly, Resolution Expenditures more than the budgeted amounts were carried forward to the following fiscal year as adjustments in the 2021-2022 budget.

Schedule B presents comparative revenue and expense information and corresponding year over year change analysis. Total expenditures from the General Fund for the District increased by *1.69%, with non-resolution core expenditure increasing 1.21% and resolution expenditure increasing 6.17%*.

Discussion and Recommendations

Consistent with the CFOC's prior recommendation regarding maintaining increases in Core Expenditures consistent with economic conditions, the CFOC again recommends the School District consider Core Expenditure increases after accounting for inflation. Should there be a correlation between spending in certain areas and the success of the District, in the case of Instruction, there was likely no Core Expenditure increases net of inflation. CPI-U has increased by 10.2% between March 2021 and March 2022, per the Bureau of Labor Statistics.

Incremental increases in Resolution Revenue through an increase in tax assessed values alone will not be sufficient to fund the necessary increases in certain Core Expenditure areas. The following is a breakdown of wage increases over the past 4 years with Core increases and increases that the Referendum brought to wages.

Explanation of Teacher Pay by Source

Core Pay	Steps	2017-'18	2018-'19	2019-'20	2020-'21	2021-'22	Four Year Increase
Minimum entry level	1C	$38,892	$39,096	$39,197	$44,941	$47,500	22.13%
Maximum entry level	8A	$44,634	$44,839	$44,941	$44,941	$47,500	6.42%
Maximum	37C	$65,187	$71,739	$71,840	$71,840	$74,547	14.36%

Referendum Supplement	Steps	2017-'18	2018-'19	2019-'20	2020-'21	2021-'22	Annual Increase due to Referendum
Minimum entry level	1C	N/A	$4,008	$4,728	$5,201	$5,410	$5,201
Maximum entry level	8A	N/A	$4,008	$4,728	$5,201	$5,410	$5,201
Maximum	37C	N/A	$4,008	$4,728	$5,201	$5,410	$5,201

Additional ¼ Hour	Steps	2017-'18	2018-'19	2019-'20	2020-'21	2021-'22	Increase due to Referendum
Minimum entry level	1C	N/A	$1,303	$1,307	$1,498	$1,582	$1,582
Maximum entry level	8A	N/A	$1,495	$1,498	$1,498	$1,582	$1,582
Maximum	37C	N/A	$2,391	$2,395	$2,395	$2,482	$2,482

Total	Steps	2017-'18	2018-'19	2019-'20	2020-'21	2021-'22	Four Year Increase
Minimum entry level	1C	$38,892	$44,407	$45,232	$51,640	$54,492	32.78%
Maximum entry level	8A	$44,634	$50,342	$51,167	$51,640	$54,492	15.70%
Maximum	37C	$65,187	$78,138	$78,963	$79,436	$82,439	21.86%

Additional Supplements	Steps	2017-'18	2018-'19	2019-'20	2020-'21	2021-'22	Four Year Increase
Master's Degree	1C	$907	$937	$937	$937	$1,200	32.30%
Specialist	8A	$3,325	$3,436	$3,436	$3,436	$3,436	3.34%
Doctorate	37C	$5,743	$5,934	$5,934	$5,934	$5,934	3.33%

Maximum "Step" in 2017-18 was 30C @ $65,187

House Bill 641 established minimum entry level pay to be Step 8A in 2020-'21

Maximum Step for 2021-'22 was 37D @ $74,547

Relevant Outcomes and Results

Pursuant to the Resolution, the CFOC has identified relevant outcomes related to the use of the Resolution Revenue, consistent with the stated goals of the Resolution. In order to measure these outcomes, the CFOC has relied upon representations of the District.

As illustrated within this report, the district has shown improvement in metrics related to goals set forth in the initiative. This improvement can be attributed to many factors including implementation of the referendum.

Student achievement has continued to rise until the time of COVID where the District data did not improve at the same rate as previously (when using school grade as a proxy for student achievement). The recruitment and retention of teachers and staff with competitive salaries has been measured differently in for the 2022 fiscal year than in previous years. Data in the previous years was collected at three points during the year. For this report, that data is collected at only one time of the year, eliminating inaccuracies due to staff transfers and other factors.

Some data was collected for the 2019-2020 school year, but no school grades were assigned due to the COVID-19 pandemic. 2020-2021 school grades were only available if a District opted in. No conclusion can be drawn about the impact of Resolution Revenue on retention. Information related to the expansion of Career and Technical Education and STEM programs supported by the Resolution Revenue is being measured, including the number of programs added as well as student participation in these programs.

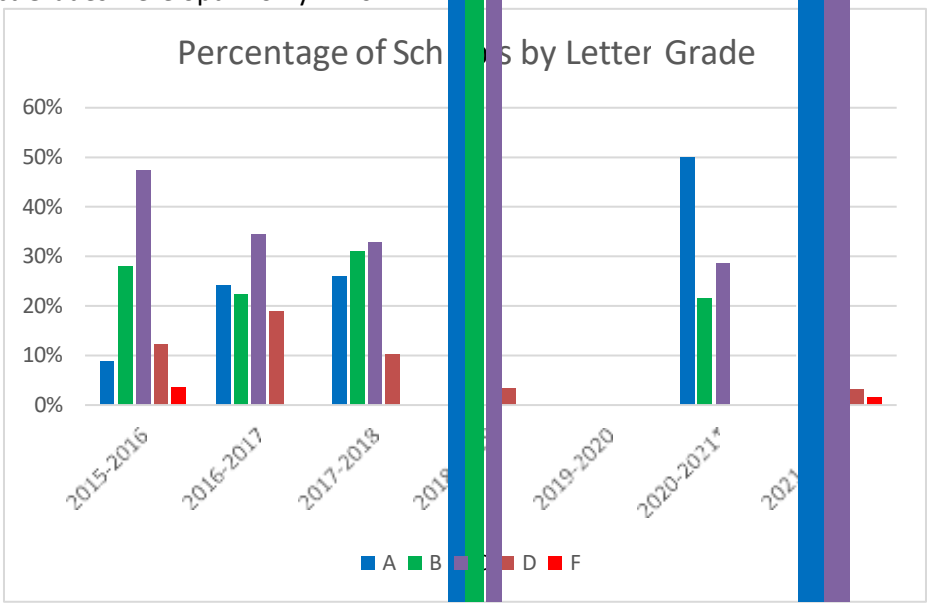
"To increase student achievement…"

We have examined the grades of each school in the District from 2015 to 2022. Though the District grade itself has remained consistent as a "B" for the last three years, 2016-'17 thru 2019-20 (not illustrated in this report), individual school performance has improved. By the end of the 2018-2019 school year, all but two schools were a grade C or above. This information was provided by the Florida Department of Education website. We are assuming that school grades can be used as a proxy for student performance. Again, school grades for the 2020-2021 school year are unavailable.

Number of Schools by Letter Grade

School Grade	2015-2016	2016-201	17-2018	2018-2019	2019-2020	2020-2021*	2021-2022
A	5	14	15	21	N/A	7	19
B	16	13	18	19	N/A	3	13
C	27	20	19	18	N/A	4	27
D	7	11	6	2	N/A		2
F	2	0	0	0	N/A		1
Total	57	58	58	60	N/A	14	62

*School & District Grades were opt-in only in 2021



However, District rating improved from 641 for FYE June 2018 to 668 for FYE June 2019 (9 points below an "A" Rating, lifting state ranking from 33rd to 28th. The District projected their annual score to be 702 for FYE June 2020, but the State DOE did not release District Scores for 2020-21.

Individual school grades and information about school grading can be found at the following websites:

Department of Education (DOE)
https://www.fldoe.org/

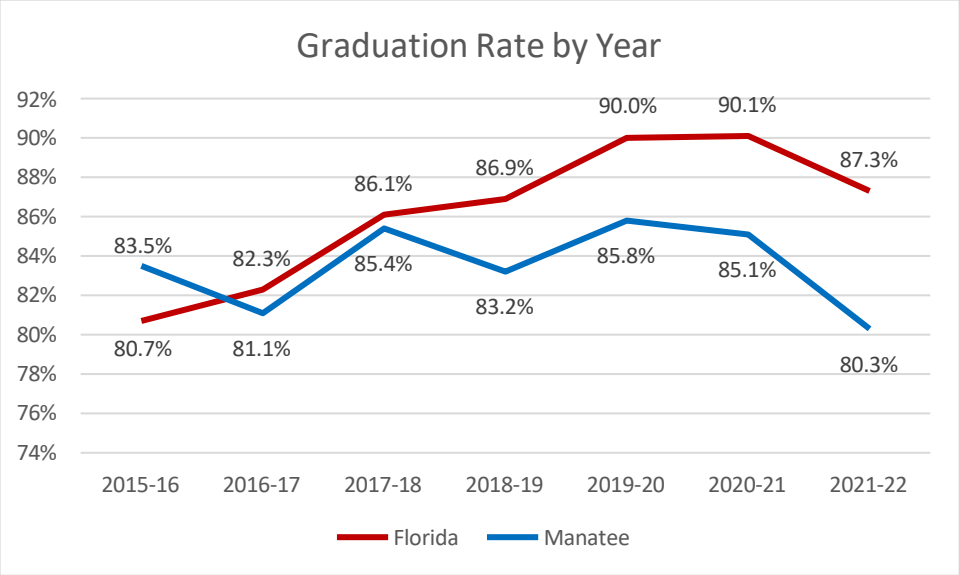
2021-22 Guide to Calculating School Grades and District Grades
https://www.fldoe.org/core/fileparse.php/18534/urlt/SchoolGradesCalcGuide22.pdf

Academic Dashboard
https://www.manateeschools.net/academicdb

The chart below shows the graduation rate in the district compared to the state as a whole from 2015-16 to 2021-2022. Note manatees 2.75% increase going into 2019-2020 during the time of the COVID impact, but a widening graduation rate gap compared to the state's 8.1% increase.

Graduation Rate by Year

Year	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Florida	80.7%	82.3%	86.1%	86.9%	90.0%	90.1%	87.3%
Manatee	83.5%	81.1%	85.4%	83.2%	85.8%	85.1%	80.3%



"To recruit and retain teachers and staff…"

This Committee has worked with the District to collect accurate information about retention.

The following chart was provided to the CFOC by the Administration showing teacher retention at the elementary, middle, and high school levels as well as MTC and cross-departmental teachers. This was created by comparing the teachers recorded in August 2021 (the beginning of the school year and comparing it to those recorded at the beginning of the new school year.

Year over Year Retention of All Staff

School	Year	Retained	Hired	Total	Retention Rate %
2018	2019	4707	798	5505	87%
2019	2020	4942	732	5674	90%
2020	2021	4658	510	5168	82%
2021	2022	4363	707	5070	84%

Year over Year Retention of Instructional/Teachers

School	Year	Retained	Hired	Total	Retention Rate %
2018	2019	2412	270	2682	90%
2019	2020	2441	301	2742	91%
2020	2021	2313	243	2556	84%
2021	2022	2240	286	2526	88%

Please note:

- Year over Year (YoY) retention rates show the percentage of employees who were employed on day one of the school fiscal year and remain with the district on the last day of that year. The school fiscal year starts on July 1 and ends on June 30.
- Any new employees hired during the fiscal year become part of the number of employees of the following year, provided they were active on day one of that year.

Teacher Population with Advanced Degrees

Degree Type	6/7/2017		6/6/2018		2/4/2020		6/7/2021		4/1/2022	
	#	%age	#	%age	#	%age	#	%age	#	%age
Doctorate	56	2.07%	67	2.20%	74	2.47%	55	2.03%	60	2.08%
Specialist	52	1.93%	63	2.07%	55	1.84%	50	1.84%	50	1.74%
Master's	1,096	40.61%	1,221	40.18%	1,326	44.27%	1,055	38.92%	1,109	38.51%
Total Advanced Degrees	1,204	44.61%	1,351	44.46%	1,455	48.58%	1,160	42.79%	1,219	42.33%
Bachelor's	1,495	55.39%	1,688	55.54%	1,540	51.42%	1,551	57.21%	1,661	57.67%
Total Teachers	2,699	100.00%	3,039	100.00%	2,995	100.00%	2,711	100.00%	2,880	100.00%

The table above shows the number of teachers in the school district with advanced degrees as well as the percentage of the total teacher population holding those degrees. There is a significant jump in the number of teachers holding advanced degrees after the Resolution was implemented. Not enough information is available to determine if this is due to recruitment of more competitive candidates, or if teachers already employed within the district completed advanced degree certifications during this time. Please note that the time periods when these measurements were taken are not uniform, but the Committee felt it was important to present the information that we have. Additionally, there is a drop in 2021 in both the raw number and percentage of teachers with advanced degrees compared to 2020. It is no secret that many teachers nation-wide left the field because of the Pandemic, so to see a drop in these numbers is not surprising. However, it makes it much harder to assess the efficacy of the Referendum in terms of hiring more teachers with advanced degrees.

"Expand Career and Technical Education and STEM programs to prepare students for the workforce…"

This is an area where extensive data is being collected by the District. Much of this information is internally generated by the District and utilized by District leadership, as opposed to the information being collected only at the request of this Committee. We have reviewed plans outlining the intended use of the Resolution Revenue for these areas and provided feedback where appropriate, and the District has made changes accordingly in response to this feedback.

The relevant outcomes that we can measure at this time are the number of programs added and the number of students participating in these programs. A summary of the progress is included as Schedule C in the appendices. As mentioned previously, the CFOC is continuing to track and analyze data to reach conclusions about the success of these programs.

The District has identified the following relevant outcomes that it is measuring:

- Graduation Rates
- Number of Industry certifications earned
- On-the-Job Training experience

The degree of planning that has gone into the deployment of Resolution Revenue to expand career and technical education and STEM programs by the District, as well as the identification of relevant outcomes it is measuring gives this Committee a high degree of confidence that we will be able to continue to collect consistent, reliable information on these programs as the information becomes available. It is encouraging that the District administration and staff overseeing these programs proactively identified relevant outcomes that they wanted to measure for their own purposes.

Conclusions

It is vital that the District takes a more hands on approach with measuring the relevant outcomes of the Resolution and using that information to guide their decision making. For this Committee to uphold its obligation under the Resolution, we need consistent, reliable information provided to us in a timely fashion in a format conducive to data analysis. We are grateful for the help of District staff members who have worked hard to get us the information we have thus far, and we must work together to establish a more streamlined, recurring flow of information. This is particularly true for relevant outcomes for teacher and staff recruitment and retention.

Recognition of Staff

The CFOC has achieved a good working relationship with District staff that has allowed us to access information in an easier and more timely manner. We would like to specifically thank Rachel Sellers, Richard Bailey, Doug Wagner, and Christian Moreno Hernandez, for their efforts and guidance.

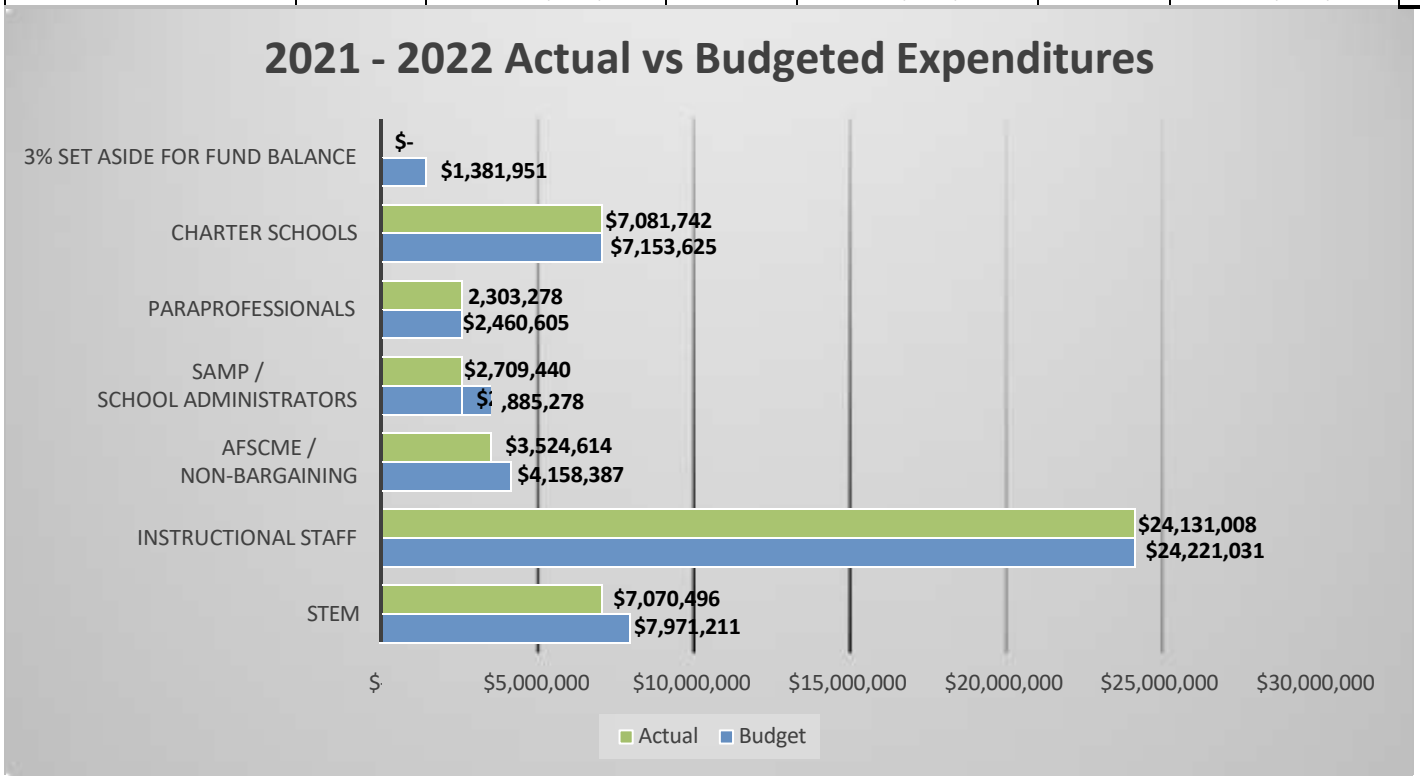
APPENDIX

CFOC ANNUAL REPORT FOR THE FISCAL YEAR ENDING
JUNE 30, 2022

Schedule A

Referendum Expenditures - Budget vs Actual by Project for Year Ending June 30th, 2022

	Goal	2020-21 Actual	%	2021-22 Budget	%	2021-22 Actual	% Expensed
STEM	15.50%	$ 7,817,296	17.22%	$ 7,971,211	15.87%	$ 7,070,496	15.10%
Instructional Staff	51.00%	$ 22,730,745	50.09%	$ 24,221,031	48.22%	$ 24,131,008	51.54%
AFSCME / Non-Bargaining	8.00%	$ 2,845,869	6.27%	$ 4,158,387	8.28%	$ 3,524,614	7.53%
SAMP / School Administrators	6.00%	$ 2,561,141	5.64%	$ 2,885,278	5.74%	$ 2,709,440	5.79%
Paraprofessionals	5.00%	$ 1,891,525	4.17%	$ 2,460,605	4.90%	$ 2,303,278	4.92%
Charter Schools	14.50%	$ 6,251,469	13.77%	$ 7,153,625	14.24%	$ 7,081,742	15.13%
3% set aside for Fund Balance	3.00%	$ 1,285,841	2.83%	$ 1,381,951	2.75%	$ -	0.00%
Total	100.00%	$ 45,383,886	100.00%	$ 50,232,088	100.00%	$ 46,820,578	100.00%



Schedule B
Recap of 2021 vs 2022 Core and Resolution Revenue and Expenditures

Core vs Resolution Analysis	Sum of 2021 Actuals	Sum of 2022 Actuals	Difference Year to Year 2021 vs 2022	Percentage Difference
Revenues				
Core	$ 426,979,970	$ 428,278,388	$ 1,298,418	0.30%
Resolution	$ 42,861,376	$ 46,065,037	$ 3,203,661	7.47%
Total Revenues	$ 469,841,346	$ 474,343,425	$ 4,502,079	0.96%
Expenditures				
Core	$ 415,174,965	$ 420,213,283	$ 5,038,318	1.21%
Resolution	$ 44,098,045	$ 46,820,579	$ 2,722,534	6.17%
Total Expenditures	$ 459,273,010	$ 467,033,862	$ 7,760,852	1.69%
Difference				
Core	$ 11,805,005	$ 8,065,105	$ (3,739,900)	
Resolution	$ (1,236,669)	$ (755,542)	$ 481,127	
Grand Total	$ 10,568,336	$ 7,309,563	$ (3,258,773)	

2023 Income & Expenditures thru 28 February 2023

Core vs Resolution Analysis	2023 Budget	Difference Year to Year 2023 budget vs 2022 Actual	2023 Actuals thru 2/28/2023	Difference 2023 YTD Actual vs 2023 Budget
Revenues				
Core	$ 471,093,151	$ 42,814,763	$ 387,181,676	$ (83,911,476)
Resolution	$ 57,569,264	$ 11,504,227	$ 53,838,408	$ (3,730,856)
Total Revenues	$ 528,662,415	$ 54,318,990	$ 441,020,084	$ (87,642,332)
Expenditures				
Core	$ 486,305,819	$ 66,092,536	$ 299,041,323	$ (187,264,495)
Resolution	$ 60,980,773	$ 14,160,194	$ 34,095,017	$ (26,885,756)
Total Expenditures	$ 547,286,592	$ 80,252,730	$ 333,136,340	$ (214,150,251)
Difference				
Core	$ 15,212,668	$ 23,277,773	$ (88,140,352)	$ (103,353,020)
Resolution	$ 3,411,509	$ 2,655,967	$ (19,743,391)	$ (23,154,900)
Grand Total	$ 18,624,176	$ 25,933,740	$ (107,883,743)	$ (126,507,920)

Schedule C

2021/2022 Career and Technical Education/Vocational Millage Budget:

In 2021/2022, the career and technical education/vocational millage budget was utilized on expanding robotics and automation equipment at district middle and high schools. Multiple school's received upgrades for their TV production and digital video studios to provide students with the latest technology available in the field and to allow for remote broadcasting. Southeast High School gained Bloomberg terminals that connect their students with a powerful network spanning finance, business and government professionals which will give them an edge through the use of accurate, real-time business and market-moving information that helps them make critical financial decisions. Computer upgrades were purchased for TV production, engineering design, business, and tech ed programs for various middle and high schools.

2021/2022 Science Millage Budget:

Science millage funds spent in 2021/2022 were focused on expanding current programs into new schools, and to providing resources and materials needed for science teachers to engage in real-world, hands-on lessons. A new agriscience teacher position, funded by the science budget, was introduced at Myakka City Elementary School. The Woz program was expanded even further, and these cutting-edge science educational materials were added to multiple district schools. Generation Genius and Discovery Education online enrichment platforms were used as a supplemental curriculum resource to support teachers in preparing students for the 5th and 8th grade science FSA exams. Science lab upgrades were purchased for Braden River High School, King Middle School, Lincoln Middle School, Southeast High School, and Parrish Community High School.

2021/2022 STEM Elementary Millage Budget:

During the 2021/2022 school year, the elementary millage budget was used to provide cutting edge technology for Elementary students and expand/support the robotics education programs for our youngest students. New laser cutting and engraving machines were purchased for 4 new schools. These lasers are the final step in the design process and offer students a way to see first-hand what they have created using design software. This budget was used to acquire robotics equipment and student iPads, while also granting access to live STEM robotics competitions at the local, regional, and national levels. 18 elementary STEM teachers were funded from the STEM Elementary funds.

2021/2022 Critical Mission School-Based Budget:

All elementary, middle, and high schools in Manatee County were once again allocated their portion of this year's millage funds to be used for school-based, academic development, remediation, and STEM learning enhancement projects. These efforts included one-on-one student academic tutoring focused on small group instruction in multiple subjects along with remediation materials based off individual school needs. Many schools utilized these funds to host after school and summer school courses to increase student achievement.

AGENDA ITEM NO. 15.2

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

Title
Approval of Resolution 2023-009 and Updated School Board Member Residence Maps (No Financial Impact)

Executive Summary
On December 12, 2023 the School Board of Manatee County voted to amend the boundaries of the School Board Members to align with the County Board of Commissioners. Attached for reference is the voted map and Resolution adopting the new boundaries.

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

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

Recommendation
The Superintendent recommends approval of Resolution 2023-009 and Updated School Board Member Residence Maps (No Financial Impact).

Financial Impact
No Financial Impact

Contact
Initiating Department: School Board

Attachments:
RESOLUTION 2023-009 Board Member Residence 2023
ProposedDistricts2025_C

School Board of Manatee County

RESOLUTION 2023- 009

Whereas, section 1001.36, Florida Statutes (2023) provides that for the purpose of electing district school board members, each district shall be divided into at least five school board member residence areas, which shall be numbered one to five, inclusive, and which shall, as nearly as practicable, be equal in population; and

Whereas, that section also provides that a district school board may make any change that it deems necessary in the boundaries of any district school board member residence area at any meeting of the district school board, provided that such changes are not made in the 270 days before a general election and that no change that would affect the residence qualifications of any incumbent member disqualifies such incumbent member during the term for which he or she is elected. Residence areas may not be drawn with the intent to favor or disfavor a candidate for district school board member or an incumbent district school board member based on the candidate's or incumbent's residential address; and

Whereas, the School board finds that it would be beneficial and less confusing to the public if the School Board member districts were the same as the county commission board member districts and therefor wish to adopt the same district sizes as being utilized by the County commission; and

Whereas, the School board decided that the time to make the new map effective would be on December 1, 2024 following the next general election.

Now Therefore, be it resolved that the School Board of Manatee County, Florida, hereby adopts and approves of the changes to the boundaries for the school board member residence areas which new districts are shown on the map attached to this resolution, and the new school board member residence area map shall take effect on December 1, 2024.

And as provided by section 1001.36 (3) and district policy 0143.1, such changes in boundaries shown by this resolution shall be spread upon the minutes of the district school board, and shall be recorded in the office of the clerk of the circuit court, and shall be published at least once in a newspaper published in the district within 30 days after the adoption of the resolution, or, if there be no

newspaper published in the district, shall be posted at the county courthouse door for 4 weeks thereafter. A certified copy of this resolution shall be transmitted to the Department of State.

Adopted at a regular meeting of the School Board of Manatee, Florida on this 12th day of December, 2023.

_____

Chad Choate, III

Chairman of the Board

_____

Dr Jason Wysong

Superintendent of Schools

I, Laura Cox as Agency Administrative Associate for the School Board of Manatee County, Florida, hereby certify that this Resolution was passed by the School Board by majority vote on December 12, 2023.

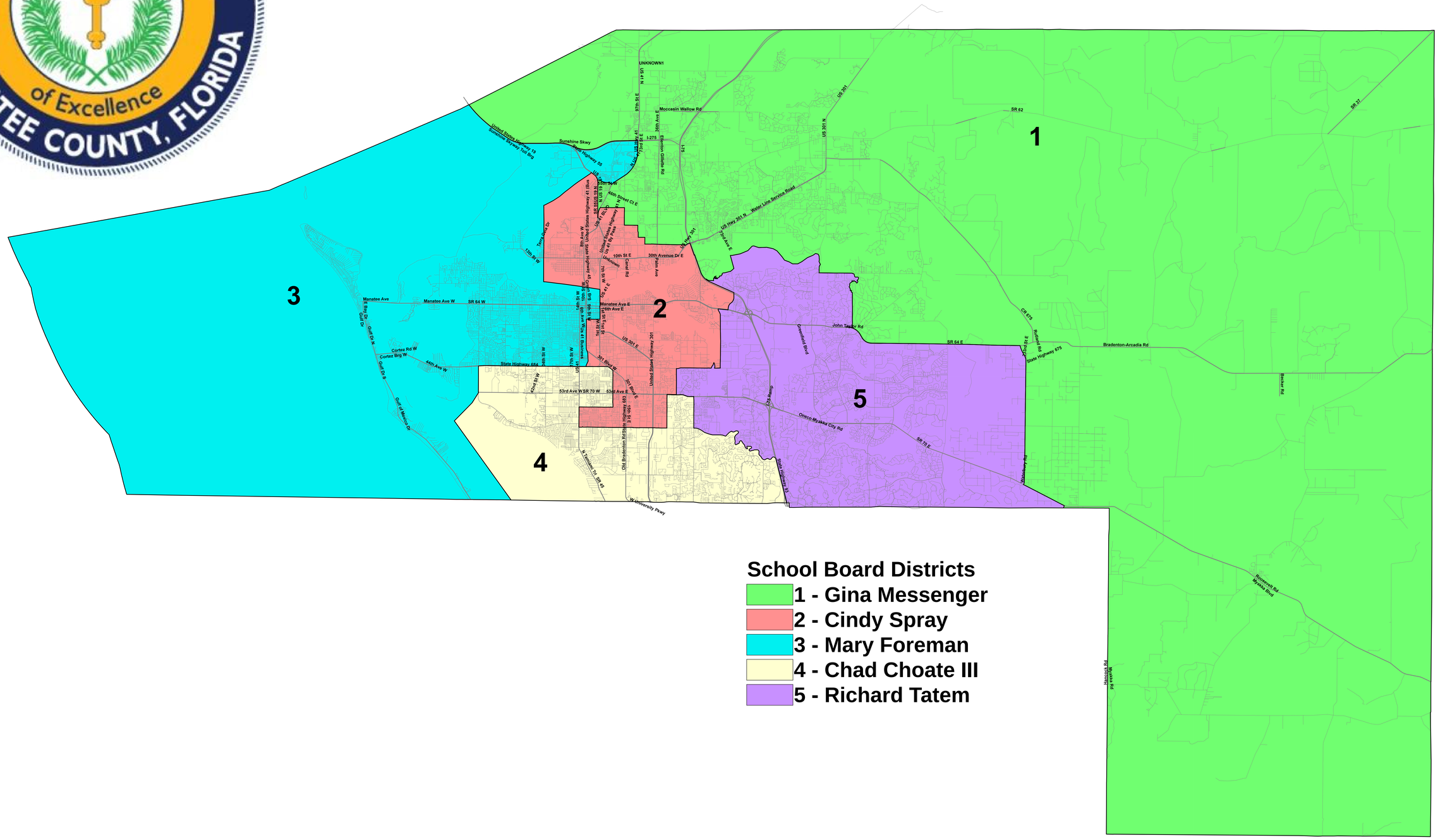
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Laura Cox

Agency Administrative Associate

School District of Manatee County

Manatee County School Board Districts



School Board Districts

- 1 - Gina Messenger
- 2 - Cindy Spray
- 3 - Mary Foreman
- 4 - Chad Choate III
- 5 - Richard Tatem

AGENDA ITEM NO. 16.1

School Board of Manatee County
January 16, 2024 - Regular Board Meeting
Action Item

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

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

General Fund - Expenditures exceeded revenues and transfers by approximately $116.5 million through the month of November 2023. Revenues have decreased 1.0% and expenditures increased 11.5% over November 2023.

The beginning unassigned fund balance as of July 1, 2023, was $43 million. The District's unassigned fund balance is projected to be a positive $50.7 million by June 30, 2024.

Capital Project Funds - Expenditures exceeded revenues by $49.4 million through the month of November 2023. The expenses are in line with the amounts budgeted for ongoing Capital Projects. The majority of the capital millage revenue will be received in December 2023 and January 2024.

Food Service Funds - Expenditures exceeded revenues by $1.9 million through the month of November 2023. The U.S. Department of Agriculture reduced meal reimbursement and rates and did not provide the same level of Supply Chain Assistance funds which results in loss of revenue for FY2023-2024.

Internal Service Funds - Expenditures exceeded revenues by $8.1 million through the month of November 2023.

- Health Insurance Fund - Expenditures exceeded revenues by approximately $7.9 million for the month of November, resulting in an ending net position of $4.9 million at the end of November 2023.
- Workers Compensation Fund - Expenditures exceeded revenues by approximately $159,861 for the month of November, resulting in an ending net position of $1.4 million at the end of November 2023. Expenditures are in line with prior year claims and amounts budgeted through November 2023.

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

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

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

Contact
Submitting Department: Finance
Initiated By: Cathy Miley

Attachments:
FS Nov 2023
Bank Rec Certification - November 2023

THE SCHOOL DISTRICT OF MANATEE COUNTY

YEAR TO DATE FINANCIAL REPORT

THROUGH THE

PERIOD ENDING NOVEMBER 30, 2023

(UNAUDITED)

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

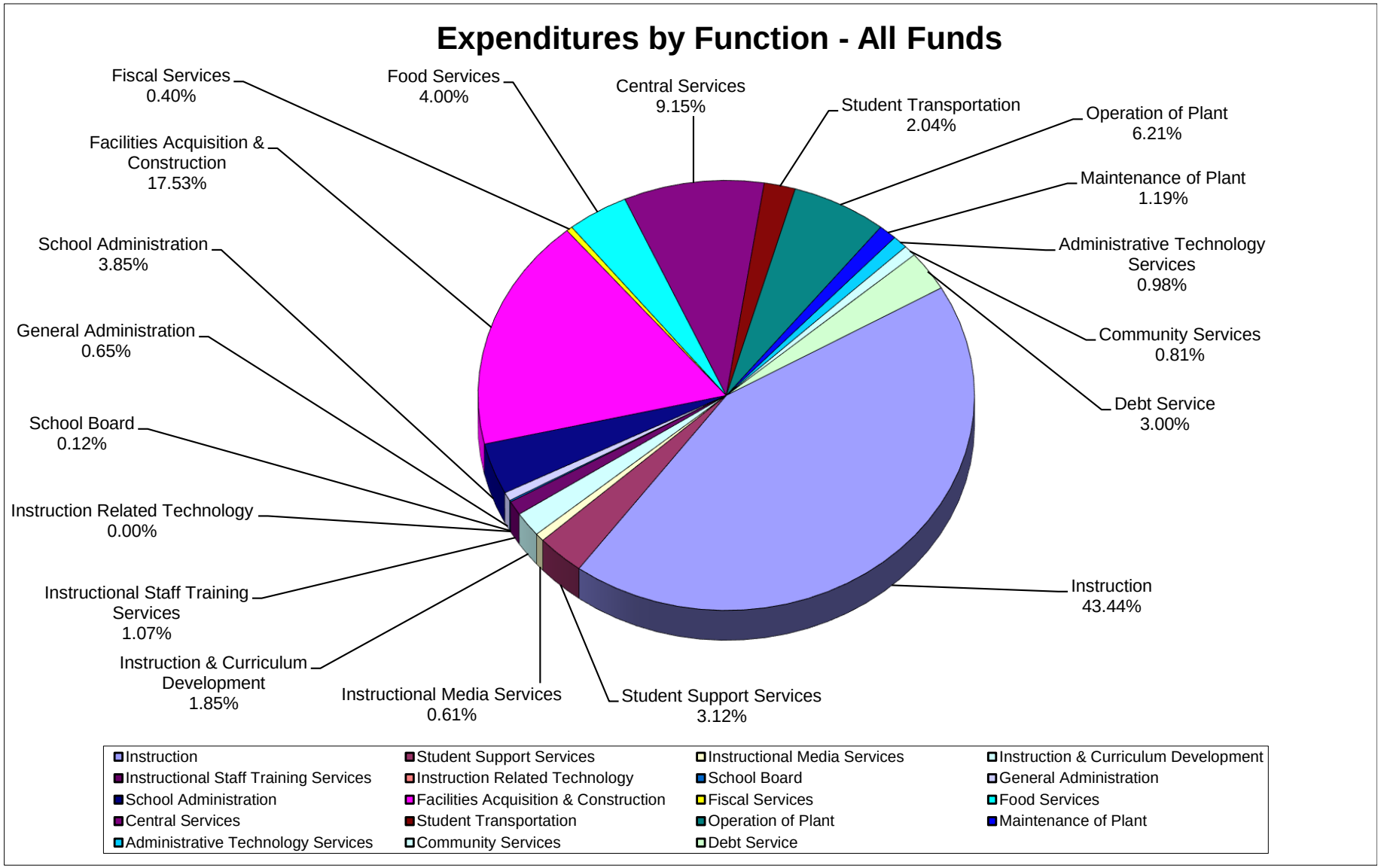
	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds *	Internal Service Funds	Trust & Agency Funds	Total November 2023	Total November 2022
Assets									
Current Assets									
Cash	42,943,163.37	13,845,168.39	281,422,171.05	10,533,870.92	-	22,938,421.56	1,327,902.55	373,010,697.84	163,976,792.00
Taxes Receivable	-	-	-	-	-	-	-	-	-
Accounts Receivable	2,364,835.91	-	175,000.00	-	397.97	136,056.77	60,740.13	2,737,030.78	1,841,483.00
Due From/(To)	7,472,085.83	(318,954.92)	-	-	(7,153,130.91)	-		-	-
Inventory	570,642.91	-	-	578,639.09		-	-	1,149,282.00	1,088,658.00
Investments		39,723.04	-	-	-	-	-	39,723.04	44,567.00
Other Current Assets									
Deposits Receivable	-	-	-		-	-	-	-	-
Prepaid Expense	-	-	-	-	-	-	-	-	-
Due From Other Agencies	1,346,987.12	-	7,298,607.67	2,259,392.09	7,400,059.61	-	51,167.23	18,356,213.72	14,337,150.00
Total Assets	**54,697,715.14**	**13,565,936.51**	**288,895,778.72**	**13,371,902.10**	**247,326.67**	**23,074,478.33**	**1,439,809.91**	**395,292,947.38**	**181,288,650.00**
Liabilities									
Current Liabilities									
Salaries & Wages Payable	13,709,532.38	-	-	-	-	-	-	13,709,532.38	21,632,280.00
Payroll Deductions & WH	12,664,679.51	-	-	-	-	-	-	12,664,679.51	10,265,343.00
Accounts Payable	924,711.74	-	399,477.82	663,328.39	247,326.67	657,912.73	119.99	2,892,877.34	2,119,863.00
Construction Payable	-	-	40,720.36	-	-	-	-	40,720.36	119,280.00
Retainage Payable	-	-	-	-	-	-	-	-	-
Other Current Liabilities					-				-
Matured Bond/Interest Payable	-	-	-	-	-	-	-	-	-
Accrued Interest Payable	-	-	-	-	-	-	-	-	-
Due To Other Agencies	-	-	-	-	-	-	-	-	-
Sales Tax Payable	4,050.43	-	-	-	-	-	-	4,050.43	65.00
Estimated Unpaid Claims	-	-	-	-	-	16,085,781.00	-	16,085,781.00	13,035,286.00
Long-Term Liabilities	-	-	-	-	-	-	-	-	-
Other Credits									
Section 1011.13 Loan	58,000,000.00	-	-	-	-	-	-	58,000,000.00	-
Unearned Revenue	(6,945.05)	-	-	71,933.47	-	-	-	64,988.42	-
Deferred Revenue	-	-	7,270,785.02	-	-	-	-	7,270,785.02	52,120,136.00
Total Liabilities	85,296,029.01	-	7,710,983.20	735,261.86	247,326.67	16,743,693.73	119.99	110,733,414.46	99,292,253.00
Fund Balances									
Revenues Over (Under) Expenditures	(116,560,287.41)	734,868.43	(49,445,997.29)	(1,970,483.88)	(0.00)	(8,104,600.35)	318,029.62	(175,028,470.88)	(129,954,213.00)
Nonspendable									
Inventories	643,366.74	-	-	578,639.09	-	-	-	1,222,005.83	1,126,402.00
Restricted									
State Required Carryover	3,482,192.69	-	-	-	-	-	-	3,482,192.69	836,354.00
Food Services	-	-	-	14,028,485.03	-	-	-	14,028,485.03	12,336,359.00
Debt Service	-	12,831,068.08	-	-	-	-	-	12,831,068.08	11,889,269.00
Capital Projects	-	-	330,630,792.81	-	-	-	-	330,630,792.81	125,245,984.00
Other Purposes	10,704,566.12	-	-	-	-	14,435,384.95	1,121,660.30	26,261,611.37	17,760,916.00
Assigned									
Encumbrances	1,821,548.60	-	-	-	-	-	-	1,821,548.60	1,192,246.00
School and Local Programs	7,707,250.16	-	-	-	-	-	-	7,707,250.16	5,298,852.00
Unassigned	61,603,049.23	-	-	-	-	-	-	61,603,049.23	36,264,228.00
Total Fund Balances	(30,598,313.87)	13,565,936.51	281,184,795.52	12,636,640.24	(0.00)	6,330,784.60	1,439,689.92	284,559,532.92	81,996,397.00
Total Liabilities & Fund Balances	**54,697,715.14**	**13,565,936.51**	**288,895,778.72**	**13,371,902.10**	**247,326.67**	**23,074,478.33**	**1,439,809.91**	**395,292,947.38**	**181,288,650.00**

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

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

	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds*	Internal Service Funds	Trust & Agency Funds	Total November 2023	Total November 2022
REVENUES									
Federal Direct	219,059.09	474,310.14	-	-	1,254,536.90	-	114,106.69	2,062,012.82	2,158,624.00
Federal Through State	920,388.50	-	-	9,864,152.34	33,182,478.15	-	-	43,967,018.99	45,314,994.00
State	70,934,927.64	-	2,952,188.29	154,872.00	-	-	-	74,041,987.93	82,111,710.00
Local	19,862,113.39	208,530.65	35,615,987.98	2,710,040.61	-	19,566,522.94	562,996.39	78,526,191.96	62,516,754.00
Total Revenues	91,936,488.62	682,840.79	38,568,176.27	12,729,064.95	34,437,015.05	19,566,522.94	677,103.08	198,597,211.70	192,102,082.00
EXPENDITURES									
Instruction	143,051,880.19	-	-	-	19,705,971.50	-	354,717.66	163,112,569.35	149,365,910.00
Student Support Services	8,487,619.23	-	-	-	3,234,388.39	-	3,787.61	11,725,795.23	10,659,818.00
Instructional Media Services	2,231,021.62	-	-	-	52,000.21	-	568.19	2,283,590.02	2,041,248.00
Instruction & Curriculum Development	3,437,261.51	-	-	-	3,520,381.23	-	-	6,957,642.74	6,293,957.00
Instructional Staff Training Services	615,785.15	-	-	-	3,394,657.59	-	-	4,010,442.74	2,788,188.00
Instruction Related Technology	-	-	-	-	4,119.44	-	-	4,119.44	30,924.00
School Board	434,404.09	-	-	-	999.99	-	-	435,404.08	470,685.00
General Administration	1,161,533.35	-	-	-	1,272,320.48	-	-	2,433,853.83	2,337,899.00
School Administration	14,107,999.52	-	-	-	342,908.42	-	-	14,450,907.94	13,579,125.00
Facilities Acquisition & Construction	2,643,980.97	-	63,167,681.65	-	14,000.07	-	-	65,825,662.69	36,826,752.00
Fiscal Services	1,380,886.74	-	-	-	121,195.69	-	-	1,502,082.43	1,183,534.00
Food Services	-	-	-	14,699,548.83	305,751.46	-	-	15,005,300.29	12,852,018.00
Central Services	6,520,983.64	-	-	-	174,389.60	27,671,123.29	-	34,366,496.53	35,287,908.00
Student Transportation	7,368,817.11	-	-	-	276,604.22	-	-	7,645,421.33	7,123,537.00
Operation of Plant	22,875,904.13	-	-	-	430,425.92	-	-	23,306,330.05	19,429,098.00
Maintenance of Plant	4,356,027.72	-	-	-	104,838.74	-	-	4,460,866.46	4,203,623.00
Administrative Technology Services	3,506,888.81	-	-	-	161,616.21	-	-	3,668,505.02	3,645,457.00
Community Services	3,053,574.67	-	-	-	5,849.60	-	-	3,059,424.27	3,214,535.00
Debt Service	36,000.00	10,740,605.97	472,846.17	-	-	-	-	11,249,452.14	10,893,941.00
Total Expenditures	225,270,568.45	10,740,605.97	63,640,527.82	14,699,548.83	33,122,418.76	27,671,123.29	359,073.46	375,503,866.58	322,228,157.00
Excess (Deficiency) of Revenue Over (Under) Expenditures	(133,334,079.83)	(10,057,765.18)	(25,072,351.55)	(1,970,483.88)	1,314,596.29	(8,104,600.35)	318,029.62	(176,906,654.88)	(130,126,075.00)
Other Financing Sources (Uses)									
Other Financing Sources	-	-	1,878,184.00	-	-	-	-	1,878,184.00	171,862.00
Other Financing Uses	-	-	-	-	-	-	-	-	-
Transfers In	16,773,792.42	10,792,633.61	-	-	-	-	-	27,566,426.03	23,692,093.00
Transfers Out	-	-	(26,251,829.74)	-	(1,314,596.29)	-	-	(27,566,426.03)	(23,692,093.00)
Total Other Financing Sources (Uses)	16,773,792.42	10,792,633.61	(24,373,645.74)	-	(1,314,596.29)	-	-	1,878,184.00	171,862.00
Net Change in Fund Balance	(116,560,287.41)	734,868.43	(49,445,997.29)	(1,970,483.88)	(0.00)	(8,104,600.35)	318,029.62	(175,028,470.88)	(129,954,213.00)
Fund Balances, Beginning	85,961,973.54	12,831,068.08	330,630,792.81	14,607,124.12	-	14,435,384.95	1,121,660.30	459,588,003.80	211,950,610.00
Fund Balances, Ending	(30,598,313.87)	13,565,936.51	281,184,795.52	12,636,640.24	(0.00)	6,330,784.60	1,439,689.92	284,559,532.92	81,996,397.00

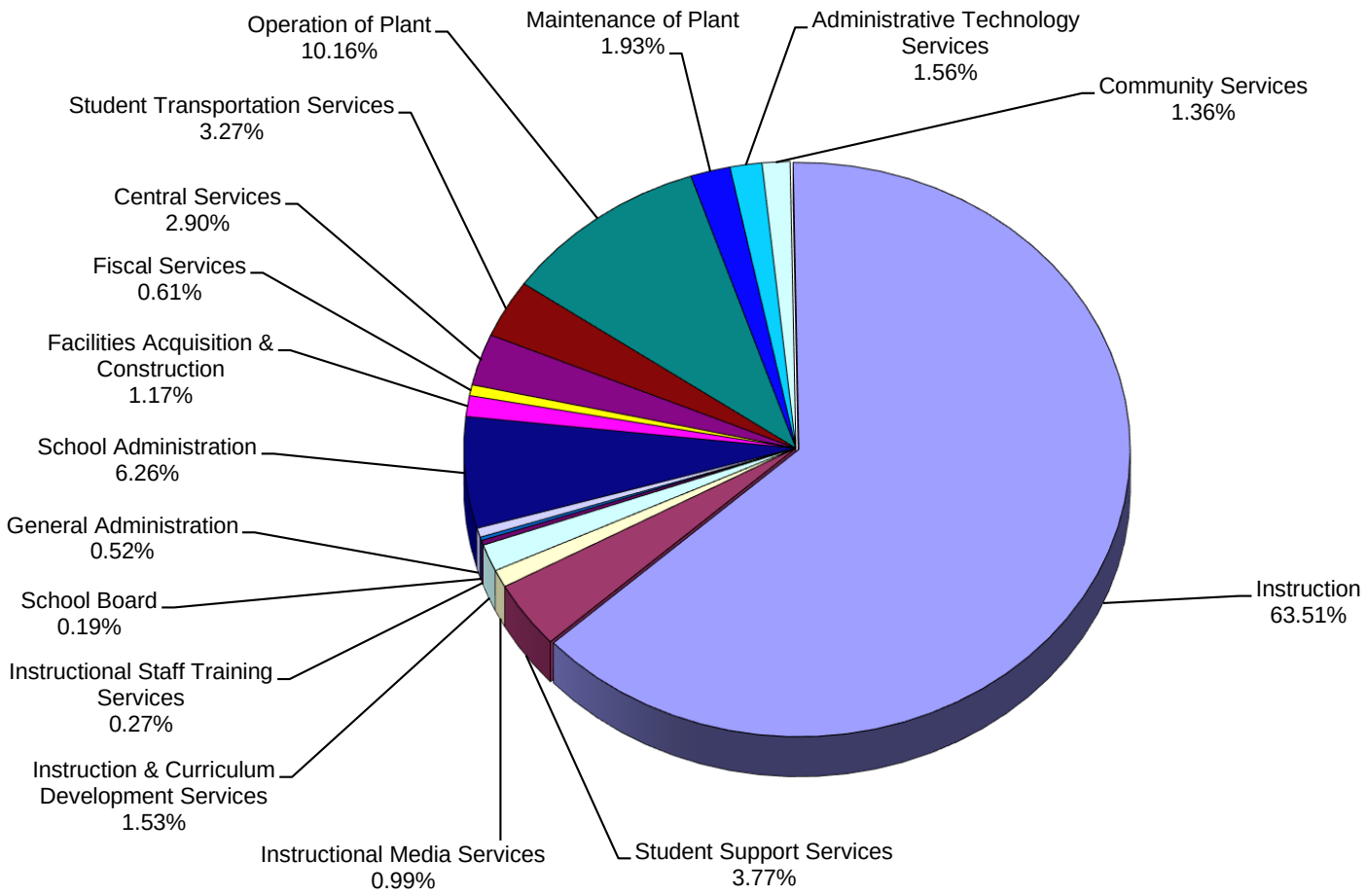
*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.


Expenditures by Function - All Funds
Fiscal Services 0.40%
Food Services 4.00%
Central Services 9.15%
Student Transportation 2.04%
Operation of Plant 6.21%
Facilities Acquisition & Construction 17.53%
Maintenance of Plant 1.19%
School Administration 3.85%
Administrative Technology Services 0.98%
General Administration 0.65%
Community Services 0.81%
Debt Service 3.00%
School Board 0.12%
Instruction Related Technology 0.00%
Instruction 43.44%
Instructional Staff Training Services 1.07%
Instruction & Curriculum Development 1.85%
Instructional Media Services 0.61%
Student Support Services 3.12%
Instruction
Student Support Services
Instructional Media Services
Instruction & Curriculum Development
Instructional Staff Training Services
Instruction Related Technology
School Board
General Administration
School Administration
Facilities Acquisition & Construction
Fiscal Services
Food Services
Central Services
Student Transportation
Operation of Plant
Maintenance of Plant
Administrative Technology Services
Community Services
Debt Service

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

	Original Budget	Current Budget	YTD Actual	Variance with Current Budget Positive (Negative)	% of YTD Actual to Current Budget	YTD Actual November 2022
REVENUES						
Federal Direct:						
Reserve Officers Training Corps (ROTC)	$ 673,800	$ 673,800	214,444.09	(459,355.91)	32%	$ 227,325
Miscellaneous Federal Direct	2,000	8,730	4,615.00	(4,115.00)	53%	-
Total Federal Direct	675,800	682,530	219,059.09	(463,470.91)	32%	227,325
Federal Through State:						
Vocational Education Act	-	22,303	-	(22,303.00)	0%	5,500
Medicaid	1,180,000	750,000	124,612.40	(625,387.60)	17%	351,328
Individuals with Disabilities	111,000	279,078	129,458.93	(149,618.90)	46%	120,083
Educational Stabilization K-12	-	-	-	-		247,500
Educational Stabilization Workforce	-	-	-	-		-
Educational Stabilization VPK	-	-	-	-		-
Miscellaneous Federal Through State	-	1,026,786	666,317.17	(360,469.00)	65%	278,639
Total Federal Through State	1,291,000	2,078,167	920,388.50	(1,157,778.50)	44%	1,003,050
State:						
Florida Education Finance Program (FEFP)	100,158,206	100,158,206	44,722,888.00	(55,435,318.00)	45%	48,069,687
Workforce Development	10,341,269	10,144,293	4,226,790.00	(5,917,503.00)	42%	4,036,420
Workforce Education Performance Incentive	225,000	225,000	-	(225,000.00)	0%	101,793
CO&DS Withheld for Administrative Expenditures	28,000	28,000	-	(28,000.00)	0%	-
State License Tax	340,481	340,481	119,605.93	(220,875.07)	35%	26,451
Discretionary Lottery	-	-	-	-		-
Categorical Programs:						
Class Size Reduction Operating Funds	49,033,659	49,033,659	20,430,690.00	(28,602,969.00)	42%	21,242,585
Florida School Recognition Funds	-	-	-	-		2,619,231
Voluntary Prekindergarten Program	1,850,000	1,850,000	850,207.53	(999,792.47)	46%	828,810
Other Miscellaneous State Revenue	508,980	845,440	584,746.18	(260,694.15)	69%	232,970
Total State	162,485,595	162,625,079	70,934,927.64	(91,690,151.69)	44%	77,157,947
Local:						
District School Taxes	340,961,503	340,961,503	4,707,848.81	(336,253,654.61)	1%	3,586,315
Lease Revenue	126,000	126,000	95,007.44	(30,992.56)	75%	66,328
Interest on Investments	6,000,000	8,696,747	4,825,585.85	(3,871,161.49)	55%	1,510,193
Student and Adult a la Carte	-	-	-	-		-
Catering/Specials	-	-	-	-		-
Net Increase (Decrease) in Fair Value	-	-	416.77	416.77		(286)
Gifts, Grants and Bequests	150	4,602	4,601.76	-	100%	1,500
Vending Sales	-	-	63.03	63.03		35
Student Fees:						
Adult Gen Ed Course Fees	82,092	82,092	115,210.00	33,117.95	140%	64,405
Post Secondary Vocational Ed Course Fees	1,882,674	1,882,674	1,560,050.50	(322,623.50)	83%	1,382,656
Continuing Workforce Education Course Fees	130,887	130,887	28,000.08	(102,887.21)	21%	52,805
Capital Improvement Fees	113,170	172,773	147,496.51	(25,276.47)	85%	107,071
Post Secondary Lab Fees	956,000	1,098,954	1,098,954.00	-	100%	759,487
Lifelong Learning Fees	6,000	6,000	1,402.00	(4,598.00)	23%	1,410
GED Testing Fees	12,000	12,000	4,572.50	(7,427.50)	38%	3,786
Other Student Fees	566,427	616,260	552,003.13	(64,257.25)	90%	444,627
Other Fees:						
Preschool Program Fees	700,000	700,000	379,148.18	(320,851.82)	54%	289,503
School Age Child Care Fees	6,350,000	6,350,000	2,686,824.23	(3,663,175.77)	42%	2,599,457
Other Schools, Courses and Classes Fees	19	19	8,103.38	8,084.21	42271%	5,065
Miscellaneous Local:						
Bus Fees	95,000	95,000	9,933.72	(85,066.28)	10%	74,972
Transportation Services Rendered for School Activ	80,000	80,000	14,502.74	(65,497.26)	18%	58,840
Sale of Junk	65,000	71,254	71,253.87	-	100%	31,800
Receipt of Federal Indirect Cost Rate	2,500,000	2,500,000	1,262,554.37	(1,237,445.63)	51%	1,326,217
Other Miscellaneous Local Sources	2,066,525	2,727,880	1,456,643.22	(1,271,236.75)	53%	1,610,436
Refund of Prior Year's Expenditures	-	194	1,765.43	1,571.16	909%	(217,239)
Collections for Lost, Damaged and Sold Textbooks	-	35	34.90	-	100%	121
Receipt of Food Service Indirect Costs	1,670,000	1,670,000	830,136.97	(839,863.03)	50%	582,683
Total Local	364,363,448	367,984,875	19,862,113.39	(348,122,762.01)	5%	14,342,187
Total Revenues	528,815,843	533,370,652	91,936,488.62	(441,434,163.11)	17%	92,730,509
Expenditures (by Function)						
Current:						
Instruction	387,564,697	385,067,350	143,051,880.19	242,015,469.85	37%	129,210,684
Student Support Services	23,986,953	23,853,574	8,487,619.23	15,365,954.56	36%	6,103,975
Instructional Media Services	5,846,362	5,826,035	2,231,021.62	3,595,013.43	38%	2,039,587
Instruction & Curriculum Development Services	9,230,978	9,346,017	3,437,261.51	5,908,755.93	37%	3,238,364
Instructional Staff Training Services	1,379,015	1,514,141	615,785.15	898,356.09	41%	460,146
Instruction-Related Technology	585	585	-	585.37	0%	(13)
School Board	1,369,794	1,419,794	434,404.09	985,389.68	31%	470,685
General Administration	3,009,991	3,426,898	1,161,533.35	2,265,364.64	34%	1,012,086
School Administration	37,412,551	37,131,458	14,107,999.52	23,023,458.49	38%	13,566,971
Facilities Acquisition & Construction	6,801,515	7,624,876	2,643,980.97	4,980,895.25	35%	2,412,156
Fiscal Services	3,715,284	3,990,222	1,380,886.74	2,609,335.19	35%	1,141,887
Food Services	-	-	-	-		-
Central Services	15,822,725	16,092,157	6,520,983.64	9,571,173.37	41%	5,426,408
Student Transportation Services	21,316,080	20,664,962	7,368,817.11	13,296,144.89	36%	6,917,527
Operation of Plant	50,803,736	50,819,613	22,875,904.13	27,943,708.96	45%	19,248,624
Maintenance of Plant	11,510,549	11,818,157	4,356,027.72	7,462,129.55	37%	4,202,931
Administrative Technology Services	8,713,129	8,728,688	3,506,888.81	5,221,799.68	40%	3,403,010
Community Services	6,518,918	6,969,407	3,053,574.67	3,915,832.17	44%	3,214,535
Debt Service	1,025,000	1,778,918	36,000.00	1,742,917.78	2%	14,157
Total Expenditures	596,027,863	596,072,853	225,270,568.45	370,802,284.88	38%	202,083,720
Excess (Deficiency) of Revenues Over (Under) Expenditures	(67,212,020)	(62,702,202)	(133,334,079.83)	(70,631,878.23)		(109,353,211)
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	-	-	-		-
Transfers In:						
From Capital Project Funds	24,872,578	26,120,103	15,459,196.13	(10,660,906.88)	59%	8,551,464
From Special Revenue Funds	-	1,314,596	1,314,596.29	-	100%	610,771
Transfers Out:						
To Capital Project Funds	-	-	-	-		(882,389)
To Internal Service Funds		-	-	-		-
Total Other Financing Sources (Uses)	24,872,578	27,434,699	16,773,792.42	(10,660,906.88)	61%	8,279,846
Net Change in Fund Balance	(42,339,442)	(35,267,502)	(116,560,287.41)	(81,292,785.11)		(101,073,365)
Fund Balance, Beginning	85,961,974	85,961,974	85,961,973.54	-		50,388,336
Nonspendable	643,367	-		-		-
Restricted	-	-		-		-
Assigned	-	-		-		-
Unassigned	42,979,165	50,694,471		-		
Fund Balance, Ending	$ 43,622,532	$ 50,694,471	(30,598,313.87)	(81,292,784.87)		$ (50,685,029)

Expenditures by Function - General Fund



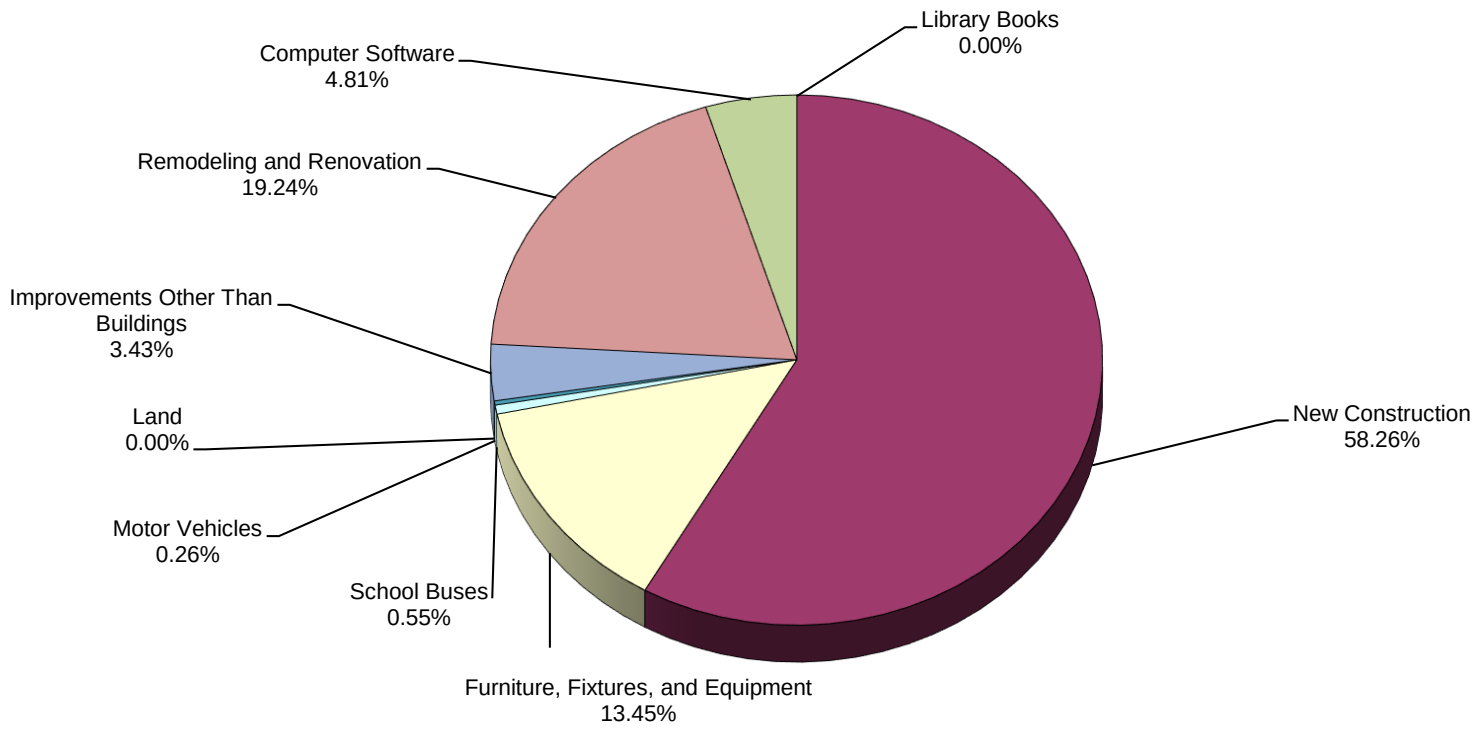
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Debt Service Funds
For Month Ended November 30, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual November 2022
REVENUES						
Federal Direct:						
Miscellaneous Federal Direct	$ 1,005,960	$ 1,005,960	474,310.14	(531,649.86)	47%	$ 474,310
Total Federal Direct	1,005,960	1,005,960	474,310.14	(531,649.86)		474,310
State:						
CO&DS Withheld for Bonds	332,550	332,550	-	(332,550.00)	0%	-
SBE/COBI Bond Interest	-	-	-	-		-
Total State	332,550	332,550	-	(332,550.00)	0%	-
Local:						
Interest on Investments	275,000	289,664	265,019.52	(24,644.34)	91%	231,560
Net Increase (Decrease) in the Fair Value	-	105,228	(56,488.87)	(161,716.86)	-54%	(116,177)
Total Local	275,000	394,892	208,530.65	(186,361.20)	53%	115,383
Total Revenues	1,613,510	1,733,402	682,840.79	(1,050,561.06)	39%	589,693
EXPENDITURES						
Current:						
Redemption of Principal	18,635,284	18,635,284	7,785,000.00	10,850,283.61	42%	7,415,000
Interest	16,803,500	16,803,500	2,950,605.00	13,852,895.00	18%	3,135,980
Dues and Fees	45,274	45,274	5,000.97	40,273.35	11%	3,225
Other Debt Service	-	-	-	-		-
Total Debt Service	35,484,058	35,484,058	10,740,605.97	24,743,451.96	30%	10,554,205
Total Expenditures	35,484,058	35,484,058	10,740,605.97	24,743,451.96	30%	10,554,205
Excess (Deficiency) of Revenues Over (Under) Expenditures	(33,870,548)	(33,750,656)	(10,057,765.18)	23,692,890.90		(9,964,512)
OTHER FINANCING SOURCES (USES)						
Transfers In:						
From Capital Project Funds	34,118,575	34,118,575	10,792,633.61	(23,325,941.39)	32%	10,647,469
Other Financing Sources						
Fair Value of Refunding Bonds	-	-	-	-		-
Premium on Refunding Bonds	-	-	-	-		-
Other Financing Sources	-	-	-	-		-
Total Transfers In & Other Financing Sources	34,118,575	34,118,575	10,792,633.61	(23,325,941.39)		10,647,469
Total Other Financing Sources (Uses)	34,118,575	34,118,575	10,792,633.61	(23,325,941.39)	32%	10,647,469
Net Change in Fund Balances	248,027	367,919	734,868.43	366,949.51		682,957
Fund Balances, Beginning	12,831,068	12,831,068	12,831,068.08	-		11,889,269
Fund Balances, Ending	$ 13,079,095	$ 13,198,987	13,565,936.51	366,949.51		$ 12,572,226

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

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual November 2022
REVENUES						
State:						
CO&DS Distributed	$ 1,567,895	$ 1,567,895	-	1,567,894.86	0%	$ -
Interest on CO&DS	28,991	28,991	-	28,991.10	0%	-
Public Education Capital Outlay PECO	4,770,785	4,770,785	-	4,770,785.02	0%	1,880,296
Charter School Cap Outlay PECO	4,492,248	5,330,180	1,904,177.00	3,426,003.00	36%	1,702,649
Other Miscellaneous State Revenue	3,555,937	3,548,011	1,048,011.29	2,500,000.00	30%	1,215,764
Total State Sources	14,415,856	15,245,862	2,952,188.29	12,293,673.98	19%	4,798,709
Local:						
District Capital Taxes	103,930,554	103,930,554	1,432,671.30	102,497,882.70	1%	1,066,402
Local Sales Tax	51,689,130	51,689,130	14,837,135.27	36,851,994.73	29%	14,076,816
Interest on Investments	7,515,668	7,715,668	5,216,043.07	2,499,624.70	68%	371,579
Other Miscellaneous Local Sources	909,875	929,266	828,277.52	100,988.18	89%	23,658
Impact Fees	33,150,906	33,150,906	13,301,860.82	19,849,045.13	40%	11,364,591
Refund of Prior Year Expense	-	-	-	-		-
Total Local Sources	197,196,133	197,415,523	35,615,987.98	161,799,535.44	18%	26,903,046
Total Revenues	211,611,988	212,661,386	38,568,176.27	174,093,209.42	18%	31,701,755
EXPENDITURES						
Capital Outlay:						
Library Books	-	-	-	-		-
Audio Visual Materials	-	-	-	-		-
Buildings and Fixed Equipment	312,376,755	313,361,858	36,304,160.60	277,057,697.54	12%	10,524,714
Furniture, Fixtures, and Equipment	18,501,483	20,986,387	8,383,673.44	12,602,713.24	40%	5,062,792
School Buses	2,192,965	2,192,965	341,966.96	1,850,998.26	16%	-
Motor Vehicles	563,446	563,446	160,765.04	402,680.68	29%	101,772
Land	1,500,000	1,500,000	-	1,500,000.00	0%	10,000
Improvements Other Than Buildings	11,422,016	11,509,719	2,135,223.48	9,374,495.95	19%	1,815,578
Remodeling and Renovation	79,577,874	79,492,155	11,987,829.93	67,504,324.81	15%	13,031,611
Computer Software	3,658,937	3,632,999	3,000,347.87	632,650.77	83%	2,541,674
Total Capital Outlay	429,793,476	433,239,529	62,313,967.32	370,925,561.25	14%	33,088,141
Other Expenses:						
Charter School Capital Outlay 1.5 M	2,078,883	2,078,883	-	2,078,882.95	0%	-
Charter School Capital Outlay Sales Tax	1,172,133	1,172,133	853,714.33	318,418.78	73%	1,326,455
Total Other Expenses	3,251,016	3,251,016	853,714.33	2,397,301.73		1,326,455
Debt Service:						
Redemption of Principal	2,283,455	2,283,455	470,643.04	1,812,812.05	21%	318,948
Interest	33,870	33,870	2,203.13	31,666.99	7%	6,631
Dues and Fees	-	-	-	-		-
Total Debt Service	2,317,325	2,317,325	472,846.17	1,844,479.04	20%	325,579
Total Expenditures	435,361,818	438,807,870	63,640,527.82	375,167,342.02	15%	34,740,175
Excess (Deficiency) of Revenues Over (Under) Expenditures	(223,749,829)	(226,146,484)	(25,072,351.55)	201,074,132.60		(3,038,420)
OTHER FINANCING SOURCES (USES)						
Loans	-	-	-	-		-
Certificates of Participation Issued	-	-	-	-		-
Premiums on Certificates of Participation Issued	-	-	-	-		
Proceeds of Lease-Purchase Agreements	-	1,878,184	1,878,184.00	-	100%	171,862
Transfers In:						
From General Fund	-	-	-	-		882,389
Transfers Out:						
To General Fund	(24,872,578)	(26,120,103)	(15,459,196.13)	(10,660,906.88)	59%	(8,551,464)
To Debt Service	(34,118,575)	(34,118,575)	(10,792,633.61)	(23,325,941.39)	32%	(10,647,469)
Total Transfers	(58,991,153)	(60,238,678)	(26,251,829.74)	(33,986,848.27)		(19,198,933)
Total Other Financing Sources (Uses)	(58,991,153)	(58,360,494)	(24,373,645.74)	33,986,848.27	42%	(18,144,682)
Net Change in Fund Balances	(282,740,982)	(284,506,978)	(49,445,997.29)	235,060,980.87		(21,183,102)
Fund Balances, Beginning	330,606,188	330,630,793	330,630,792.81	-		125,245,984
Fund Balances, Ending	$ 47,865,206	$ 46,123,815	281,184,795.52	235,060,980.87		$ 104,062,882

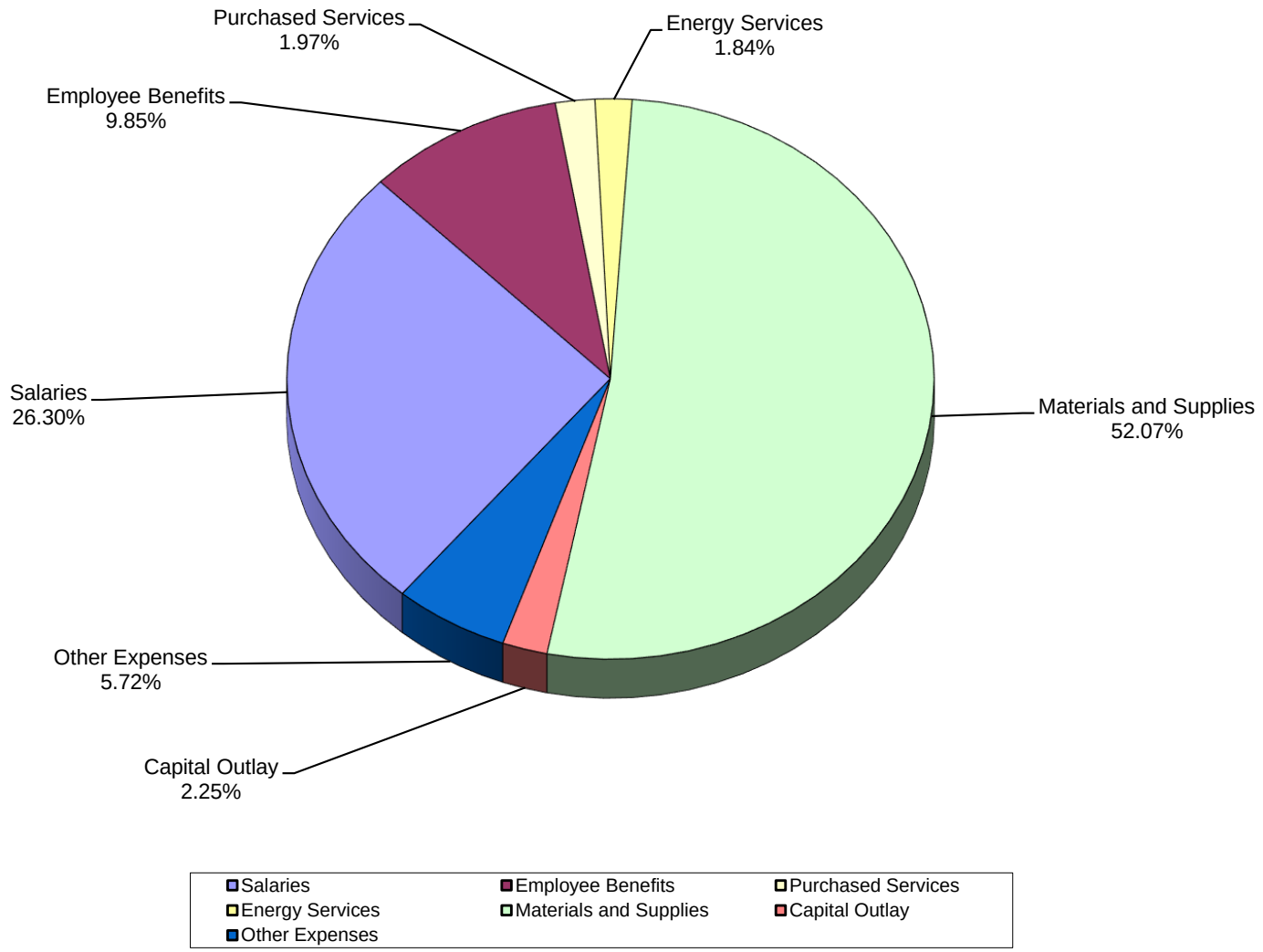
Expenditures by Object - Capital Projects Funds



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

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual November 2022
REVENUES						
Federal Through State:						
Fresh Fruit & Vegetables	$ -	$ -	-	-		$ -
School Lunch Reimbursement	16,380,000	16,380,000	6,832,613.59	9,547,386.41	42%	6,255,598
School Breakfast Reimbursement	5,670,000	5,670,000	2,470,512.32	3,199,487.68	44%	2,093,379
After-School Snack Reimbursement	213,066	213,066	45,028.95	168,037.05	21%	38,149
Child Care Food Program	1,081,500	1,081,500	482,382.51	599,117.49	45%	395,219
USDA Donated Commodities	2,213,190	2,213,190	-	2,213,190.00	0%	-
Cash n Lieu of Donated	75,000	75,000	33,614.97	41,385.03	45%	29,469
Summer Food Service Program	619,675	619,675	-	619,675.00	0%	376,559
Other Food Service Revenue	-	-	-	-		922,894
Total Federal Through State	26,252,431	26,252,431	9,864,152.34	16,388,278.66	38%	10,111,267
State:						
School Breakfast Supplement	150,000	150,000	72,507.00	77,493.00	48%	72,607
School Lunch Supplement	170,000	170,000	82,365.00	87,635.00	48%	82,447
Other Miscellaneous State	-	-	-	-		-
Total State	320,000	320,000	154,872.00	165,128.00	48%	155,054
Local:						
Interest on Investments	200,000	200,000	127,762.51	72,237.49	64%	72,685
Student Lunches	3,800,000	3,800,000	1,552,130.89	2,247,869.11	41%	1,369,059
Student Breakfasts	-	-	26,803.80	(26,803.80)		-
Adult Breakfast/Lunch	175,000	175,000	65,337.76	109,662.24	37%	42,168
Student/Adult Ala Carte	1,900,000	1,900,000	871,877.90	1,028,122.10	46%	639,092
Catering/Special	48,000	48,000	6,983.29	41,016.71	15%	7,377
Other Food Sales	-	-	52.15	(52.15)		-
Vending Sales	-	-	-	-		-
Cash Over/(Short)	-	-	(158.49)	158.49		(1,542)
Sale of Junk	-	-	-	-		1,079
Other Miscellaneous Local Sources	130,000	130,000	59,250.80	70,749.20	46%	56,923
Refund of Prior Year Expense	-	-	-	-		694
Total Local	6,253,000	6,253,000	2,710,040.61	3,542,959.39	43%	2,187,535
Total Revenues	32,825,431	32,825,431	12,729,064.95	20,096,366.05	39%	12,453,856
EXPENDITURES						
Current:						
Salaries	8,896,508	8,896,508	3,866,332.75	5,030,175.25	43%	3,508,525
Employee Benefits	3,482,679	3,482,679	1,448,266.65	2,034,412.28	42%	1,227,267
Purchased Services	1,070,938	1,100,938	289,763.22	811,174.34	26%	267,867
Energy Services	635,000	635,000	270,138.59	364,861.41	43%	237,426
Materials and Supplies	18,681,173	18,692,235	7,653,384.95	11,038,850.12	41%	6,515,324
Capital Outlay	2,186,104	2,145,042	331,325.70	1,813,716.58	15%	502,727
Other Expenses	1,820,000	1,820,000	840,336.97	979,663.03	46%	592,882
Total Food Service	36,772,402	36,772,402	14,699,548.83	22,072,853.01	40%	12,852,018
Total Expenditures	36,772,402	36,772,402	14,699,548.83	22,072,853.01	40%	12,852,018
Net Change in Fund Balance	(3,946,971)	(3,946,971)	(1,970,483.88)	1,976,486.96		(398,162)
Fund Balance, Beginning	14,607,124	14,607,124	14,607,124.12	-		12,771,125
Fund Balance, Ending	$ 10,660,153	$ 10,660,153	12,636,640.24	1,976,486.96		$ 12,372,963

Expenditures by Object - Food Service Fund

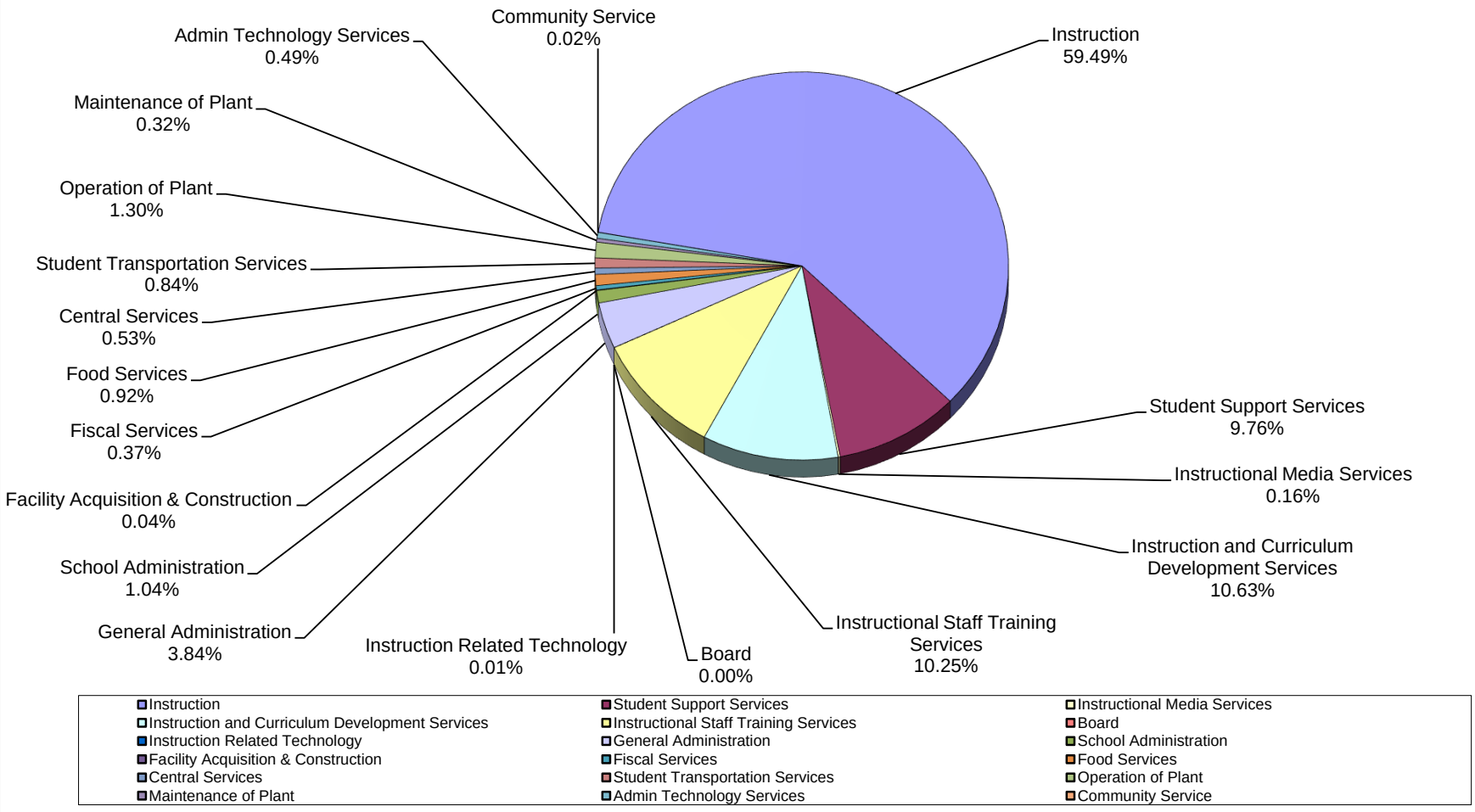


School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Other Special Revenue Funds*
For Month Ended November 30, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual November 2022
REVENUES						
Federal Direct:						
Other Federal Direct	$ -	$ -	-	-		$ -
Pell	-	932,429	924,472.52	7,956.43	99%	1,028,254
Miscellaneous Federal Direct	53,746	833,670	330,064.38	503,605.62	40%	311,592
Total Federal Direct	53,746	1,766,099	1,254,536.90	511,562.05	71%	1,339,846
Federal Through State:						
Career and Technical Education	-	777,114	137,792.18	639,321.82	18%	195,945
Teacher/Principal Training & Recruiting	-	1,656,475	611,629.24	1,044,845.76	37%	502,133
Adult Migrant Education	-	286,823	129,414.58	157,408.42	45%	135,735
Eng Lit and Civics Education	-	95,206	48,169.51	47,036.49	51%	93,442
Individuals with Disabilities Education Act	16,468,765	16,619,687	4,417,580.11	12,202,106.95	27%	4,127,459
Elementary and Secondary Education Act Title I	12,788,029	16,504,925	5,811,984.95	10,692,940.31	35%	5,935,179
Language Instruction Title III	-	1,203,655	403,924.65	799,730.35	34%	582,175
Adult General Education	-	617,662	279,676.53	337,985.47	45%	216,186
21st Century Schools - Title IV	-	1,367,550	446,105.92	921,444.08	33%	219,226
Educational Stabilization Funds - K-12	-	237,000	20,386,662.07	(20,149,662.07)	8602%	21,207,708
Educational Stabilization Funds - Workforce		-	180,679.62	(180,679.62)		914,016
Educational Stabilization Funds - VPK		-	86,747.98	(86,747.98)		11,759
Other Federal Through State	-	448,601	242,110.81	206,490.48	54%	59,714
Total Federal Through State	29,256,794	39,814,699	33,182,478.15	6,632,220.46	83%	34,200,677
Total Revenues	29,310,540	41,580,798	34,437,015.05	7,143,782.51	83%	35,540,523
EXPENDITURES						
Current:						
Instruction	15,676,647	21,124,342	19,705,971.50	1,418,370.65	93%	19,920,833
Student Support Services	1,589,670	3,510,898	3,234,388.39	276,509.88	92%	4,555,338
Instructional Media Services	-	-	52,000.21	(52,000.21)		-
Instruction and Curriculum Development Services	7,884,649	9,339,216	3,520,381.23	5,818,834.77	38%	3,054,767
Instructional Staff Training Services	3,198,449	5,089,191	3,394,657.59	1,694,533.78	67%	2,328,042
Board	-	-	999.99	(999.99)		-
Instruction Related Technology	2,478	94,736	4,119.44	90,616.25	4%	30,937
General Administration	886,941	1,210,973	1,272,320.48	(61,347.22)	105%	1,325,813
School Administration	-	(180)	342,908.42	(343,088.78)	-190124%	12,154
Facility Acquisition & Construction	-	-	14,000.07	(14,000.07)		-
Fiscal Services	-	46,607	121,195.69	(74,588.76)	260%	41,647
Food Services	-	-	305,751.46	(305,751.46)		-
Central Services	20,000	(34,582)	174,389.60	(208,971.63)	-504%	30,598
Student Transportation Services	51,705	(72,565)	276,604.22	(349,169.05)	-381%	206,010
Operation of Plant	-	(33,526)	430,425.92	(463,952.09)	-1284%	180,474
Maintenance of Plant	-	13,838	104,838.74	(91,000.34)	758%	692
Admin Technology Services	-	-	161,616.21	(161,616.21)		242,447
Community Services	-	1,040	5,849.60	(4,810.00)	563%	-
Total Expenditures	29,310,540	40,289,988	33,122,418.76	7,167,569.52	82%	31,929,752
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	1,290,809	1,314,596.29	(23,787.01)		3,610,771
OTHER FINANCING SOURCES (USES)						
Transfers Out:						
To General Fund	-	(1,290,809)	(1,123,770.00)	(167,039.28)	87%	(610,771)
To Internal Service Fund	-	-	-	-		(3,000,000)
Total Other Financing Sources (Uses)	-	(1,290,809)	(1,314,596.29)	23,787.01		(3,610,771)
Net Change in Fund Balance	-	0	(0.00)	0.00		-
Fund Balance, Beginning	-	-	-	-		-
Fund Balance, Ending	$ -	$ 0	(0.00)	0.00		$ -

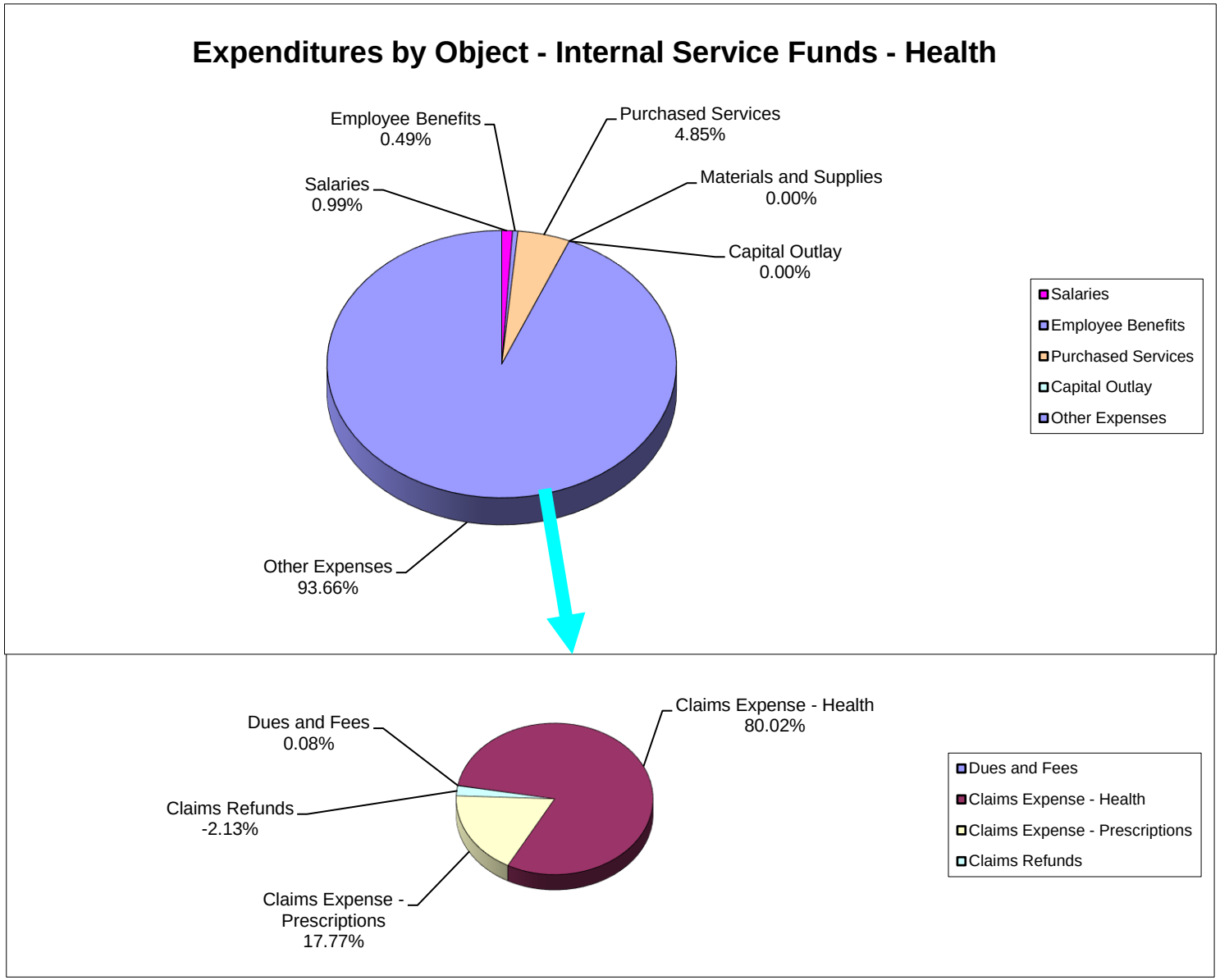
*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.
*The Special Revenue Fund Report does not reflect Current Budget for grants that cross fiscal years.

Expenditures by Function - Other Special Revenue Funds



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

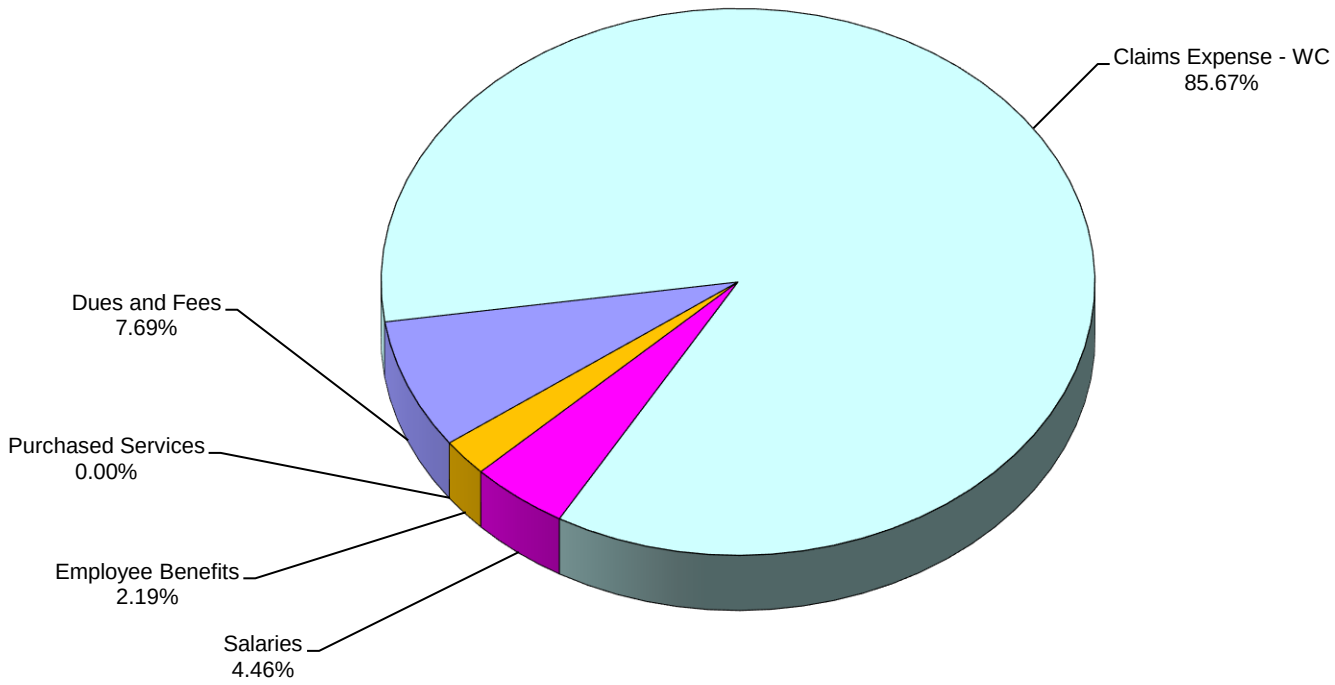
	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual November 2022
REVENUES						
Operating Revenues:						
Premium - Employer	$ 39,401,000	$ 39,401,000	12,703,464.01	26,697,535.99	32%	$ 12,326,076
Premium - Employee	13,391,000	13,391,000	4,398,869.84	8,992,130.16	33%	4,388,201
Premium - Retiree	1,450,000	1,450,000	692,313.92	757,686.08	48%	543,005
Premium - Leave/COBRA	400,000	400,000	163,133.77	236,866.23	41%	152,320
Miscellaneous Local Revenue	-	-	-	-		-
Refund of Prior Year Expenditure	-	-	-	-		-
Total Operating Revenues	54,642,000	54,642,000	17,957,781.54	36,684,218.46	33%	17,409,602
Total Revenues	54,642,000	54,642,000	17,957,781.54	36,684,218.46	33%	17,409,602
EXPENDITURES						
Operating Expenditures:						
Salaries	614,638	614,638	257,237.89	357,400.37	42%	271,104
Employee Benefits	385,765	385,765	127,552.39	258,212.82	33%	143,634
Purchased Services	3,363,406	3,364,306	1,255,518.98	2,108,787.37	37%	1,370,204
Materials and Supplies	3,500	3,000	779.98	2,220.02	26%	791
Capital Outlay	-	-	-	-		-
Other Expenses:						
Dues and Fees	22,000	21,600	21,505.45	94.55	100%	20,393
Subs for ATD	-	-	-	-		-
Claims Expense - Health	46,932,000	46,932,000	20,276,311.50	26,655,688.50	43%	21,746,968
Claims Expense - Prescriptions	9,186,581	9,186,581	4,502,662.84	4,683,918.36	49%	5,605,484
E&O Claims	-	-	-	-		-
Claims Refunds - Health	-	-	-	-		-
Claims Refunds - Prescriptions	(1,000,000)	(1,000,000)	(539,048.15)	(460,951.85)	54%	(435,069)
Total Other Expenses	55,140,581	55,140,181	24,261,431.64	30,878,749.56	44%	26,937,776
.						
Total Expenditures	59,507,891	59,507,891	25,902,520.88	33,605,370.14	44%	28,723,509
Operating Income (Loss)	(4,865,891)	(4,865,891)	(7,944,739.34)	(3,078,848.32)		(11,313,907)
Transfers In:						
From General Fund	-	-	-			-
From Special Revenue	-	-	-	-		3,000,000
Total Transfers		-	-			3,000,000
Change in Net Position	(4,865,891)	(4,865,891)	(7,944,739.34)	(3,078,848.32)		(8,313,907)
Net Position, Beginning	12,870,340	12,870,340	12,870,339.72	-		8,444,558
Net Position, Ending	$ 8,004,449	$ 8,004,449	4,925,600.38	(3,078,848.32)		$ 130,651


Expenditures by Object - Internal Service Funds - Health
Employee Benefits
0.49%
Purchased Services
4.85%
Salaries
0.99%
Materials and Supplies
0.00%
Capital Outlay
0.00%
Other Expenses
93.66%
Salaries
Employee Benefits
Purchased Services
Capital Outlay
Other Expenses
Dues and Fees
0.08%
Claims Expense - Health
80.02%
Claims Refunds
-2.13%
Claims Expense -
Prescriptions
17.77%
Dues and Fees
Claims Expense - Health
Claims Expense - Prescriptions
Claims Refunds

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

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual November 2022
REVENUES						
Operating Revenues:						
Premium - Employer	$ 3,200,000	3,200,000	1,608,741.40	1,591,258.60	50%	$ 1,199,640
Total Operating Revenues	3,200,000	3,200,000	1,608,741.40	1,591,258.60	50%	1,199,640
Total Revenues	3,200,000	3,200,000	1,608,741.40	1,591,258.60	50%	1,199,640
EXPENDITURES						
Operating Expenditures:						
Salaries	241,506	241,506	78,811.71	162,694.55	33%	65,291
Employee Benefits	90,402	90,402	38,701.59	51,700.71	43%	30,812
Purchased Services	-	-	-	-		-
Other Expenses:						
Dues and Fees	347,891	347,891	135,997.60	211,893.40	39%	135,819
Claims Expense - Workers' Comp	2,787,393	2,787,393	1,519,930.73	1,267,462.14	55%	892,464
Claims Refund	-	-	(4,839.22)	4,839.22		(16,993)
Total Other Expenses	3,135,284	3,135,284	1,651,089.11	1,484,194.76	53%	1,011,290
Total Expenditures	3,467,192	3,467,192	1,768,602.41	1,698,590.02	51%	1,107,393
Operating Income (Loss)	(267,192)	(267,192)	(159,861.01)	107,331.42		92,247
Change in Net Position	(267,192)	(267,192)	(159,861.01)	107,331.42		92,247
Net Position, Beginning	1,565,045	1,565,045	1,565,045.23	-		2,266,182
Net Position, Ending	$ 1,297,853	1,297,853	1,405,184.22	107,331.42		$ 2,358,429

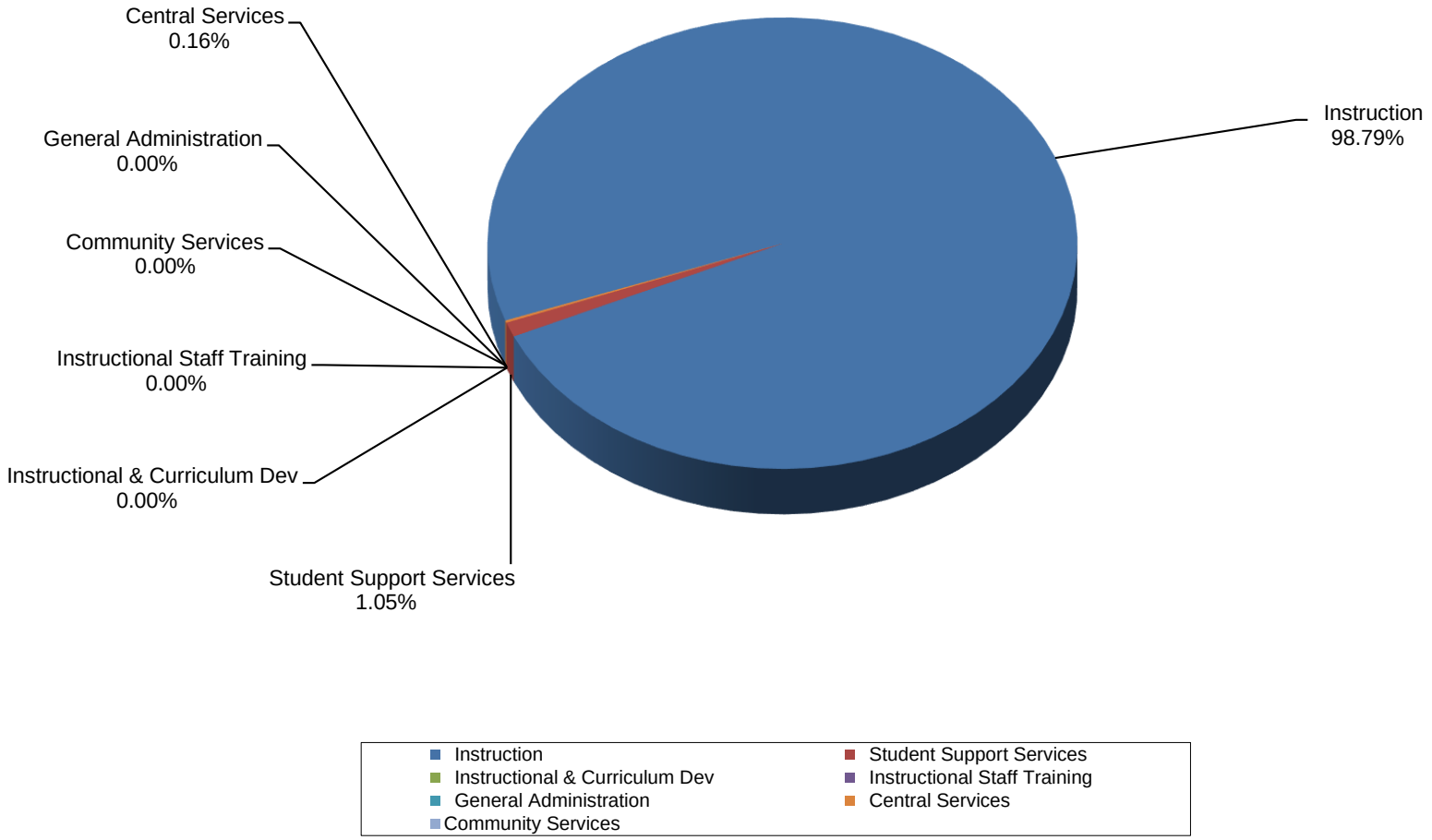
Expenditures by Object - Internal Service Funds
Workers Compensation



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

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual November 2022
REVENUES						
Miscellaneous Federal Direct:						
Federal Direct	$ 215,000	215,000	114,106.69	100,893.31	53%	$ 117,143
Total Federal Direct	215,000	215,000	114,106.69	100,893.31	53%	117,143
Local:						
Gifts, Grants, & Bequests	1,255	8,710	6,910.00	1,800.00	79%	520
Financial Aid Fees	226,340	304,994	304,993.98	-	100%	214,142
Other Student Fees	-	-	-	-		-
Other Miscellaneous Local Sources	250,100	251,092	251,092.41	-	100%	144,699
Total Local	477,695	564,796	562,996.39	1,800.00	100%	359,361
Total Revenues	692,695	779,796	677,103.08	102,693.31	87%	476,504
EXPENDITURES						
Instruction	1,756,034	1,835,680	354,717.66	1,480,962.54	19%	234,393
Student Support Services	6,567	7,722	3,787.61	3,934.10	49%	505
Instructional & Curriculum Dev	27,846	27,346	-	27,346.34	0%	826
Instructional Staff Training	-	-	-	-		-
General Administration	12,656	17,656	-	17,656.33	0%	-
Central Services	7,752	9,552	568.19	8,983.67	6%	1,661
Student Transportation Services	-	-	-	-		-
Admin. Technology Services	-	-	-	-		-
Community Services	3,500	3,500	-	3,500.00	0%	-
Total Expenditures	1,814,355	1,901,456	359,073.46	1,542,382.98	19%	237,385
Change in Net Position	(1,121,660)	(1,121,660)	318,029.62	1,439,689.67		239,119
Net Position, Beginning	1,121,660	1,121,660	1,121,660.30	0.25		945,156
Net Position, Ending	$ -	-	1,439,689.92	1,439,689.92		$ 1,184,275

Expenditures by Function - Trust and Agency Funds



SCHOOL DISTRICT OF MANATEE COUNTY

MEMORANDUM

DATE: December 20, 2023

TO: Jason C. Wysong, Ed. D., Superintendent

FROM: Rachel Sellers, Deputy Superintendent of Business Services

SUBJECT: Certification of Monthly Bank Reconciliation (11/30/2023)

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

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

SCHOOL BOARD

Chad Choate III
Chair

Cindy Spray
Vice Chair

Mary Foreman
Gina Messenger
Richard Tatem

SUPERINTENDENT

Jason C. Wysong, Ed.D.

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

AGENDA ITEM NO. 16.2

School Board of Manatee County
January 16, 2024 - Regular Board Meeting

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

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

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

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

Contact
Submitting Department: Business Services
Initiated By: Cathy Miley

Attachments:
Charter Schools Financial Rpt Summary 2023-2024 - Consolidated Nov 2023.pdf

School District of Manatee County
Summary of Charter School Financial Reports
Fiscal Year 2023-24

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2101 - Manatee School for the Arts & Sciences												
Fund Balance July 1, 2023	**$ 1,086,345.00**	**$ 1,086,345.00**	**$ 1,097,039.00**	**$ 1,097,039.00**	**$ 1,198,472.00**							
Revenue	86,450.00	205,647.00	312,893.00	423,240.00	570,961.00							
Expense	(14,757.00)	(112,586.00)	(212,116.00)	(323,689.00)	(489,916.00)							
Transfers		10,694.00										
Fund Balance, Ending	**$ 1,158,038.00**	**$ 1,190,100.00**	**$ 1,197,816.00**	**$ 1,196,590.00**	**$ 1,279,517.00**							
Unrestricted/Unassigned Fund Balance	$ 228,933.00	$ 232,451.00	$ 235,618.00	$ 237,379.00	$ 35,358.00							
2102 - Team Success*												
Fund Balance July 1, 2023	**$ 2,488,207.00**	**$ 2,488,207.00**	**$ 3,931,466.00**	**$ 2,488,207.00**	**$ 2,488,207.00**							
Revenue			3,070,880.00									
Expense			(3,304,977.00)									
Transfers			(563,806.00)									
Fund Balance, Ending			**$ 3,133,563.00**									
Unrestricted/Unassigned Fund Balance			$ 3,133,563.00									
2104 - Manatee School for the Arts												
Fund Balance July 1, 2023	**$ 11,355,506.00**	**$ 11,355,506.00**	**$ 9,899,947.00**	**$ 9,899,947.00**	**$ 9,899,947.00**							
Revenue	1,438,257.00	3,100,732.00	5,687,266.00	7,525,569.00	10,135,297.00							
Expense	(1,432,000.00)	(3,313,971.00)	(5,257,989.00)	(7,095,172.00)	(8,835,289.00)							
Transfers					(1,357,972.00)							
Fund Balance, Ending	**$ 11,361,763.00**	**$ 11,142,267.00**	**$ 10,329,224.00**	**$ 10,330,344.00**	**$ 9,841,983.00**							
Unrestricted/Unassigned Fund Balance	$ 10,068,595.00	$ 9,164,443.00	$ 7,986,926.00	$ 7,655,634.00	$ 8,135,325.00							
2120 - Rowlett Middle Academy*												
Fund Balance July 1, 2023	**$ 410,611.00**	**$ 410,611.00**	**$ 410,611.00**	**$ 410,611.00**	**$ 410,611.00**							
Revenue			2,058,990.44									
Expense			(1,915,621.05)									
Transfers			(142,066.37)									
Fund Balance, Ending	**$ 410,611.00**	**$ 410,611.00**	**$ 411,914.02**	**$ 410,611.00**	**$ 410,611.00**							
Unrestricted/Unassigned Fund Balance			$ 405,749.02									
2121 - Manatee Charter Schoo												
Fund Balance July 1, 2023	**$ 87,846.00**	**$ 87,846.00**	**$ 87,846.00**	**$ 87,846.00**	**$ 87,846.00**							
Revenue	363,800.51	1,087,184.68	1,535,121.66	1,763,866.76	2,312,237.02							
Expense	(279,319.18)	(797,409.11)	(1,181,584.81)	(1,306,611.93)	(1,778,018.92)							
Transfers		(180,681.26)	(271,021.89)	(361,362.52)	(451,703.15)							
Fund Balance, Ending	**$ 172,327.33**	**$ 196,940.31**	**$ 170,360.96**	**$ 183,738.31**	**$ 170,360.95**							
Unrestricted/Unassigned Fund Balance	$ 17,148.00	$ 44,808.00	$ -	$ 18,862.51	$ 5,485.15							
2122 - Oasis Middle School												
Fund Balance July 1, 2023	**$ 131,607.00**	**$ 131,607.00**	**$ 93,607.00**	**$ (119,527.00)**	**$ (119,527.00)**							
Revenue	52,773.00	91,690.00	118,924.00	150,842.00	271,509.00							
Expense	(65,256.00)	(121,821.00)	(186,546.00)	(273,977.00)	(335,448.00)							
Transfers												
Fund Balance, Ending	**$ 119,124.00**	**$ 101,476.00**	**$ 25,985.00**	**$ (242,662.00)**	**$ (183,466.00)**							
Unrestricted/Unassigned Fund Balance	$ 119,124.00	$ 101,476.00	$ 25,985.00	$ (242,662.00)	$ (183,466.00)							
2123 - Imagine Charter - North Manatee												
Fund Balance July 1, 2023	**$ 75,805.00**	**$ 165,217.00**	**$ 165,217.00**	**$ 165,217.00**	**$ 165,217.00**							
Revenue	472,882.22	1,043,173.00	1,550,175.00	2,157,812.00	2,744,748.00							
Expense	(307,136.64)	(987,762.00)	(1,666,220.00)	(2,309,536.00)	(3,203,749.00)							
Transfers	(62,125.01)											
Fund Balance, Ending	**$ 179,425.57**	**$ 220,628.00**	**$ 49,172.00**	**$ 13,493.00**	**$ (293,784.00)**							
Unrestricted/Unassigned Fund Balance	$ 179,425.57	$ 220,628.00	$ 49,172.00	$ 13,493.00	$ (293,784.00)							
		Restated	Restated									
2124 - Imagine Charter- Lakewood Ranch												
Fund Balance July 1, 2023	**$ 110,482.90**	**$ 11,407.00**	**$ 79,506.00**	**$ 79,506.00**	**$ 79,506.00**							
Revenue	366,249.64	905,146.41	1,558,395.00	2,148,960.00	2,580,665.00							
Expense	(524,131.29)	(1,126,962.73)	(1,626,004.00)	(2,216,573.00)	(2,597,031.00)							
Transfers	133,757.04	(11,233.68)										
Fund Balance, Ending	**$ 86,358.29**	**$ (221,643.00)**	**$ 11,897.00**	**$ 11,893.00**	**$ 63,140.00**							
Unrestricted/Unassigned Fund Balance	$ 3,697.61	$ (686,963.34)	$ 11,897.00	$ 11,893.00	$ 63,140.00							
		Charter school has not restated										
2131 - Palmetto Charter School*												
Fund Balance July 1, 2023	**$ 1,650,340.00**	**$ 1,650,340.00**	**$ 1,650,340.00**	**$ 1,650,340.00**	**$ 1,650,340.00**							
Revenue			1,055,126.28									
Expense			(863,619.26)									
Transfers												
Fund Balance, Ending			**$ 1,841,847.02**									
Unrestricted/Unassigned Fund Balance			$ 1,841,846.02									
2141 - State College of FL Collegiate School*												
Fund Balance July 1, 2023	**$ 2,381,293.00**	**$ 2,381,293.00**	**$ 2,381,293.00**	**$ 2,381,293.00**	**$ 2,381,293.00**							
Revenue			1,079,015.00									
Expense			(581,748.00)									
Transfers												
Fund Balance, Ending			**$ 2,878,560.00**									
Unrestricted/Unassigned Fund Balance			$ 2,878,560.00									
2161 - Visible Men Academy												
Fund Balance July 1, 2023	**$ 240,269.72**	**$ 240,269.72**	**$ 240,269.72**	**$ 192,860.80**	**$ 192,860.80**							
Revenue	248,348.61	309,631.02	384,737.87	604,648.49	692,734.20							
Expense	(141,601.68)	(276,957.93)	(398,083.62)	(533,077.51)	(682,833.93)							
Transfers			3,744.00	7,471.00	11,207.00							
Fund Balance, Ending	**$ 347,016.65**	**$ 272,942.81**	**$ 230,667.97**	**$ 271,902.78**	**$ 213,968.07**							
Unrestricted/Unassigned Fund Balance	$ 166,342.00	$ 253,648.49	$ 211,373.65	$ 252,608.46	$ 194,673.75							
2171 - Rowlett Academy for Arts - Elementary*												
Fund Balance July 1, 2023	**$ 2,194,968.00**	**$ 2,194,968.00**	**$ 2,194,968.00**	**$ 2,194,968.00**	**$ 2,194,968.00**							
Revenue			2,985,424.18									
Expense			(2,535,960.10)									
Transfers			(808,519.55)									
Fund Balance, Ending			**$ 1,835,912.53**									
Unrestricted/Unassigned Fund Balance			$ 1,812,982.53									
2181 - Parrish Charter Academy												
Fund Balance July 1, 2023	**$ 621,018.00**	**$ 621,017.00**	**$ 621,017.00**	**$ 621,017.00**	**$ 621,017.00**							
Revenue	478,235.00	1,127,372.00	1,764,673.00	2,418,410.00	3,533,165.00							
Expense	(598,624.00)	(1,308,598.00)	(1,517,500.00)	(2,496,900.00)	(3,108,021.00)							
Transfers	(709.00)	5,118.00	8,145.00	30,679.00	121,287.00							
Fund Balance, Ending	**$ 499,920.00**	**$ 444,909.00**	**$ 876,335.00**	**$ 573,206.00**	**$ 1,167,448.00**							
Unrestricted/Unassigned Fund Balance	$ 499,919.00	$ 444,910.00	$ 871,335.00	$ 568,206.00	$ 1,162,448.00							
	restated	restated	restated									
2182 - Lakewood Ranch Preparatory Academy												
Fund Balance July 1, 2023	**$ 462,042.79**	**$ 462,042.79**	**$ 503,807.00**	**$ 503,806.79**	**$ 503,806.79**							
Revenue	652,959.83	1,939,319.92	4,246,117.98	5,481,470.82	7,145,004.89							
Expense	(301,040.69)	(2,071,854.07)	(3,721,735.63)	(4,809,394.85)	(5,859,603.36)							
Transfers			(473,478.12)	(631,303.80)	(1,234,497.30)							
Fund Balance, Ending	**$ 813,961.93**	**$ 329,508.64**	**$ 554,711.23**	**$ 544,578.96**	**$ 554,711.02**							
Unrestricted/Unassigned Fund Balance	$ 40,647.00	$ 40,647.00	$ 554,711.02	$ -	$ -							
2192 Hola! At MSA												
Fund Balance July 1, 2023	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**							
Revenue		416,641.00	770,216.00	1,082,521.00	1,354,611.00							
Expense		(19,019.00)	(121,495.00)	(892,382.00)	(253,152.00)							
Transfers												
Fund Balance, Ending	**$ -**	**$ 397,622.00**	**$ 648,721.00**	**$ 190,139.00**	**$ 1,101,459.00**							
Unrestricted/Unassigned Fund Balance		$ 423,242.00	$ 582,537.00	$ 190,139.00	$ 994,480.00							

***Quarterly Reports/High Performing**
Missing Monthly/Quarterly Financial Data

NOTE: This is a summary of the unaudited financial statements of the Charter Schools. For audited financial statements, please refer to Florida Department of Education.