Agenda
Updated 23 June, 2023

June 27, 2023
School Board of Manatee County
Regular Board Meeting - 5:00 PM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. CALL TO ORDER

2. READING OF THE DISTRICT'S VISION | Board Member Messenger

3. INVOCATION | Rev. Dennis Hughes

4. PLEDGE OF ALLEGIANCE

5. AGENDA AMENDMENTS

1. Agenda Amendments - added June 23, 2023

6. INFORMATION ONLY (No Board Action Required)

1. Leaves for June 27, 2023

7. APPROVAL OF MINUTES

1. Approval of the Minutes of the June 13, 2023 School Board Meeting

8. RECOGNITIONS

1. Good News Moment

9. REPORT | AUDIT COMMITTEE | DR AGRUSO

1. Audit Committee Update | Dr. Susan Agruso

10. 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.

11. CONSENT ITEMS

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

1. Approval of the Continued Procurement of School Resource Officer (SRO) Services through The City of Palmetto, SDMC No. 24-0052-RG, Estimated Amount of $73,786.19
2. Approval of the Continued Procurement of School Resource Officer (SRO) Services through The City of Bradenton, SDMC No. 24-0052-RG, Estimated Amount of $297,853.19
3. Approval to Purchase Off Duty Officer Services for the 2023-2024 School Year, Continued Procurement of Commodity, Estimated in the Amount of $200,000.00
4. Approval to Purchase Software Licenses Pertaining to Cyber-security, SDMC No. 24-0053-RG, Estimated in the Amount of $85,745.00
5. Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00
6. Approval of the Renewal Memorandum of Understanding (MOU) Between Florida Department of Health, Manatee County Health Department and the School District of Manatee County for the 2023-2024 School Year. No Financial Impact
7. Approval to Renew the Memorandum of Understanding Between The Patterson Foundation and the School District of Manatee County for the 2023-2024 School Year, No Financial Impact
8. Approval to Renew NoRedInk Licenses and Services, SDMC No. 24-0045-BS, Continued Procurement with Vendor, Estimated in the Amount of $160,000.00
9. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers
10. Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes
11. Approval to Apply, Accept, and Expend the 2023-2024 Perkins V Postsecondary Grant in the Amount of $264,256.00

12. Approval of the Renewal Agreement Between the School Board of Manatee County and University Park Dermatology, PLLC for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2023-2026 School Years, No Financial Impact
13. Approval of the Renewal Agreement Between the School Board of Manatee County and Jeffrey Thompson, PA for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, No Financial Impact
14. Approval of the Renewal Agreement Between the School Board of Manatee County and City of St. Petersburg, Florida for Clinical Experience for Manatee Technical College (MTC) Emergency Medical Services (EMS) Students for the 2023-2028 School Years, No Financial Impact
15. Approval of the Manatee Technical College (MTC) 2023-2024 Adult Student Fee Schedule, Effective July 1, 2023, No Financial Impact
16. Approval to Apply, Accept, and Expend the Strengthening Career and Technical Education for the 21st Century Act (Perkins V), formerly known as the Carl D. Perkins Secondary Grant for the 2023-2024 School Year in the Amount of $512,858.00
17. Approval of the Renewal Agreement Between the School Board of Manatee County and Plymouth Harbor Incorporated for Clinical Experience for Manatee Technical College (MTC) Nursing Students for the 2023-2026 School Years, No Financial Impact
18. Approval of the New Agreement Between the School Board of Manatee County and Xello for the 2023-2024 School Year, No Financial Impact
19. Approval of Matzke Transportation - Building 6 Office Renovation - Change Order 1 Final to the Agreement Between Owner and Creative Contractors, Inc., Reducing the Construction Manager's (CM) Contract in the amount of $7,422.13
20. Approval of Manatee High School - TV Studio - Substantial Completion, No Financial Impact
21. Approval of Haile Middle School - Classroom Addition and Renovation - Agreement Between Owner and Halfacre Construction Company - Amendment 2 in the Amount of $837,538.00
22. Approval of Manatee High School - TV Studio - Change Order 1 Final to the Agreement Between Owner and Creative Contractors, Inc., Reducing the Construction Manager's (CM) Contract in the amount of $27,210.37
23. Approval of Carlos E. Haile Middle School â€“ Permanent Utility Easement 10â€™, No Financial Impact
24. Approval of Southeast High School - New Science Building - Change Order 4 - Agreement Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, Reduction in the Amount of $258,827.87
25. Approval of the Memorandum of Understanding (MOU) between United Way Suncoast, Inc. and the School District of Manatee County for the purpose to provide funds to be applied to salary cost of eight (8) Paraprofessionals for the 2023-2024 School Year, No Financial Impact
26. Approval of the Use of the School Board of Pinellas County Bid on Radios, Repeaters, Accessories and Services, SDMC No. 24-0055-MR, Continued Procurement with Vendor, Estimated in the Amount of $75,000.00
27. Approval to Use the School Board of Seminole County Public Schools Bid #22230015B-AS on Fire Extinguishing Systems Inspections and Servicing, SDMC No. 24-0056-KD,

Continued Procurement of Commodity, Estimated in the Amount of $75,000.00 Annually

28. Approval of the Bid on Electrical Services, SDMC No. 24-0002-KD, Continued Procurement of Commodity, Estimated in the Amount of $1,000,000.00 Annually
29. Approval to Advertise a Request for Qualifications (RFQ) for Architect Engineering (AE) and Construction Management (CM) at Risk Services for Palma Sola Elementary Campus Renovations and Partial Replacement
30. Approval of the Bid on Charter Bus Services, SDMC No. 24-0001-KD, Continued Procurement of Commodity, Estimated in the Amount of $1,000,000.00 Annually.
31. Approval to Apply, Accept, and Expend the Title I, Part A, Title I, Part C, Title II, Instructional Support, Title III, ESOL, and Title IV, Student Support for the 2023-2024 School Year, in the Amount of $16,898,232.00
32. Approval to Apply, Accept, and Expend the ARP Homeless Children and Youth Project for the 2023-2024 School Year, in the Amount of $122,901.33
33. Approval to Extend the Operating Agreement Between School Board of Manatee County (SBMC) and Manatee Broadcasters (MB), Inc. for Digital Sign, Initiated by Manatee High Booster Club, No Financial Impact

12. PUBLIC COMMENT FOR NEW BUSINESS ITEMS

13. NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

14. NEW BUSINESS (NON-CONSENT ITEMS)

1. Consideration of Entering Engagement Agreement of Outside Attorneys in Connection with Claims for Damages Associated with Social Media Litigation, Including Against Facebook, Meta, Instagram, Snapchat, TikTok, YouTube, and Google, as Well as Other Defendants the Attorneys Determine Appropriate
2. Approval to Purchase Subscription and Services to Paper Educational Support System for Online Tutoring, SDMC No. 24-0057-RG, Estimated in the Amount of $514,300.00

15. NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

1. Appointment of Advocacy Committee Member and Alternate For Florida School Board Association
2. Approval to Extend Gina Mentzer a 3-Year Renewal to the Audit Committee
3. Approval to Purchase Security and Vulnerability Testing Services from Sylint Group, Inc., SDMC No. 23-0055-RG, Not to Exceed $45,000.00
4. Approval to Renew the Professional Services Contract with Carr, Riggs & Ingram LLC to Provide Internal Audit Services for Fiscal Year 2023-2024, SDMC No. 19-0079-RG

16. WORKSHOP ITEM REQUESTS

17. CONTINUED PUBLIC COMMENT (IF NECESSARY)

18. UPDATES

A. Legal Department Update
B. Operations Update
C. Instructional

19. SUPERINTENDENT REMARKS

20. BOARD COMMENTS

21. ADJOURNMENT

AGENDA ITEM NO. 5.1

School Board of Manatee County
June 27, 2023 - Regular Board Meeting

Title
Agenda Amendments - *added June 23, 2023*

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

Agenda amended on Friday, June 23, 2023, to **move** Item *Approval to Purchase Subscription and Services to Paper Educational Support System for Online Tutoring, SDMC No. 24-0057-RG, Estimated in the Amount of $514,300.00* from Consent to New Business (Non-Consent) *and* ***add*** attachment.

Agenda amended on Friday, June 23, 2023, to **add** New Business (No Superintendent Recommendation) item, *Approval to Renew the Professional Services Contract with Carr, Riggs & Ingram LLC to Provide Internal Audit Services for Fiscal Year 2023-2024, SDMC No. 19-0079-RG.*

Agenda amended on Friday June 23, 2023, to **add** Consent Item, *Approval to Extend the Operating Agreement Between School Board of Manatee County (SBMC) and Manatee Broadcasters (MB), Inc. for Digital Sign, Initiated by Manatee High Booster Club, No Financial Impact.*

Contact
Submitting Department: School Board
Initiated By: Chair Choate

AGENDA ITEM NO. 6.1

School Board of Manatee County
June 27, 2023 - Regular Board Meeting

Title
Leaves for June 27, 2023

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

Contact
Submitting Department: Human Resources
Initiated by: Richard Bailey

Attachments:
June 27 2023 LOA

Board Leaves 06/27/23

Employee ID	Name	Type of Leave	Department	Absence Period
186525	LG	SICK LEAVE	Warehouse	2023-05-09 To 2023-06-08
165963	DG	FMLA	Manatee Technical College	2023-05-24 To 2023-07-03
300234	RL	SICK LEAVE	Lakewood Ranch High School	2023-05-26 To 2023-06-30
237313	MM	SICK LEAVE	Instructional TV Programming	2023-06-06 To 2023-07-23

Rev. 06/12/23

AGENDA ITEM NO. 7.1

School Board of Manatee County
June 27, 2023 - Regular Board Meeting

Title
Approval of the Minutes of the June 13, 2023 School Board Meeting

Executive Summary
Approval of the Minutes of the June 13, 2023 School Board Meeting.

Contact
Submitting Department: School Board

Attachments:
June 13, 2023 School Board Meeting Minutes

Minutes

June 13, 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
Cynthia Saunders, Superintendent Doug Wagner, Deputy Superintendent of Operations Rachel Sellers, Deputy Superintendent of Business Services Gina Messenger, Board Member Mary Foreman, Board Member Stephen Dye, Board Attorney Chad Choate, Chair Cindy Spray, Vice-Chair Richard Tatem, Board Member	Present

Minutes: Chair Choate called the Meeting to order at 10:01 AM.

2) READING OF THE DISTRICT'S VISION

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

3) INVOCATION

Minutes: The invocation was given by Pastor David Mazon.

4) PLEDGE OF ALLEGIANCE

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

5) INFORMATION ONLY (No Board Action Required)

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

5.2 Leaves for June 13, 2023

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

6) APPROVAL OF THE AGENDA

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

7) APPROVAL OF MINUTES

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

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

8) RECOGNITIONS

8.1 Parrish Community High School Softball Champions

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, introduced Parrish Community High School (PCHS) Varsity Softball Team. The team took the Class 5A State Championship (5-0) against Deltona High School May 25, 2023 in Claremont, Florida. Mr. Barber shared that the team was also awarded the Florida High School Athletic Association Class 5A Academic Team Champion Award for the highest cumulative GPA within the teams of their classification (3.778).
Present from the High School were Ms. Erin Spivey, Head Softball Coach, Mr. Craig Little, Principal; Ms. Jillian Bieber, Assistant Principal; and Mr. Shawn Trent, Athletic Director and Assistant Coaches Ms. Allison Yawn and Mr. Buddy Yawn.

9) PUBLIC COMMENTS (UP TO 30 MINUTES)

Minutes: Public Comment as follows:

1. Deanna Brinkley
2. Alexandra M. Smith
3. Bryan Wilkes

10) REPORTS AND PRESENTATIONS

Minutes: There were no Reports and Presentations

11) CONSENT ITEMS

Minutes: Before Voting occurred, Superintendent Saunders noted the necessity to remove Consent Item 39 *Revision of the Job Description of Business Systems Analyst* from the Agenda. Chair Choate made a motion to remove the item from the Consent agenda.

11.A) Approval to Remove Item Number 39 *Revision of the Job Description of Business Systems Analyst* from Consent agenda

RESULT:	**Adopted [UNANIMOUS]**

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

11.B) CONSENT ITEMS:

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

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

11.3 Approval for Request to Declare Surplus and Donate District Vehicles

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

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

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

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

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

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

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

11.11 Approval to Purchase ROOTS Education Robotic Equipment, Curriculum and Services, SDMC No. 24-0046-BS, Continued Procurement with Vendor, Estimated in the Amount of $300,000.00

11.12 Approval of the Renewal Agreement Between the School Board of Manatee County and Manatee Memorial Hospital, Limited Partnership d/b/a Lakewood Ranch Medical Center and Manatee Memorial Hospital for Clinical Experience for Manatee Technical College (MTC) Health Science Programs for the 2023-2026 School Years, No Financial Impact

11.13 Approval of the New Agreement Between the School Board of Manatee County and Siesta Village Dentistry, PA for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, No Financial Impact

11.14 Approval of the New Memorandum of Understanding (MOU) for Remote Site Education Between the School Board of Manatee County and Manatee County Government, Division of Animal Services at the Bishop Animal Shelter to Provide a Facility Offering Skills Competency Instruction and Practical Veterinary Assisting Experience for Students of the Veterinary Assisting Program from Manatee Technical College (MTC) for the 2023-2026 School Years, No Financial Impact

11.15 Approval of Bayshore High School - Painting & Roofing - Agreement Between Owner and Plunkett Raysich Architects, LLP, in the Amount of $94,500.00

11.16 Approval of Manatee High School - Painting & Roofing - Agreement Between Owner and Creative Contractors, Inc. - Pre-Construction Services, in the Amount of $22,225.00

11.17 Approval of Freedom Elementary School - Classroom Addition - Change Order 3 - Agreement Between Owner and McIntyre, Elwell & Strammer General Contractors - Reduction in the Amount of $245,072.94

11.18 Approval of Palmetto High School - Partial Replacement Project - Agreement Between Owner and Gilbane Building Company - Amendment 4 - Guaranteed Maximum Price, in the Amount of $1,585,013.00 for a Total Guaranteed Maximum Price of $36,757,781.00 (Funded by Non-Profit Food Service Fund)

11.19 Approval of Tara Elementary School - Campus Renovations and Addition - Pre-Construction Agreement Between Owner and Creative Contractors, Inc., Amendment 3, in the amount of $222,212.11

11.20 Approval of the Palm View K8 and Samoset Elementary Schools - Administrative Office Enhancements - Agreement Between Owner and Willis A. Smith Construction - Amendment 1 - Guaranteed Maximum Price, in the Amount of $506,163.00

11.21 Approval of W. D. Sugg Middle School - Permanent Easement and Affidavit of Ownership and Encumbrances, No Financial Impact

11.22 Approval of W. D. Sugg Middle School - Temporary Construction Easement, No Financial Impact

11.23 Approval of Bayshore High School - Painting & Roofing - Agreement Between Owner and Willis A. Smith Construction, Inc. – Pre-Construction Services, in the Amount of $30,000.00

11.24 Approval of Louise R. Johnson K-8 School of International Studies - Permanent Drainage Easement, No Financial Impact

11.25 Approval to Purchase Occupational and Physical Therapy Services, SDMC No. 24-0032-BS, Continued Procurement with Vendors, Estimated in the amount of $3,500,000.00

11.26 Approval to Purchase Speech Language Pathology Services, SDMC No. 24-0033-BS, Continued Procurement with Vendors, Estimated in the amount of $4,000,000.00

11.27 Approval to Purchase Athletic Referee Services, SDMC No. 24-0040-BS, Continued Procurement for Services, Estimated in the Amount of $70,000.00

11.28 Approval to Purchase Chapter One Literacy Program and Tutoring, SDMC No. 24-0041-BS, Estimated in the Amount of $109,000.00

11.29 Approval of the Purchase of Inspect Plus Licenses, SDMC No. 24-0048-BS, Continued Procurement with Vendor, Estimated in the Amount of $82,000.00

11.30 Approval to Purchase Educational Impact Subscription, SDMC No. 24-0022-BS, Continued Procurement with Vendor, Estimated in amount of $75,000.00

11.31 Approval to Purchase University of Florida Lastinger Center Programs and Services, SDMC No. 24-0044-BS, Estimated in the Amount of $400,000.00

11.32 Approval to Purchase Woz U Education Products, SDMC No. 24-0037-BS, Continued Procurement with Vendor, Estimated in the Amount of $300,000.00

11.33 Approval to Purchase Vocabulary.com Site Licenses, SDMC No. 24-0026-BS, Continued Procurement with Vendor, Estimated in the Amount of $100,000.00

11.34 Approval of the Renewal Memorandum of Understanding (MOU) Between Take Stock in Children of Manatee County, Inc. and the School District of Manatee County for the 2023-2024 School Year, Not to Exceed $64,000.00

11.35 Approval to Renew the Agreement Between the School Board of Manatee County and AMIKids Manatee County, Inc. for the 2023-2024 School Year

11.36 Approval of the Comprehensive Fire Safety Inspection Report for Fiscal Year 2022-2023

11.37 Approval to Purchase Property and Liability Insurance Coverage Renewal, Not to Exceed $7,095,909.03

11.38 Approval of the Continued Procurement of School Resource Officer (SRO) Services through The City of Holmes Beach, SDMC No. 24-0052-RG, Estimated Amount of $132,849.28

11.39 Revision of the Job Description of Business Systems Analyst (Item removed completely from agenda and not subject to any vote.)

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

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

Approval of the Consent Items as Amended

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

12) PUBLIC COMMENT FOR NEW BUSINESS ITEMS

Minutes: Chair Choate called Mr. Jack D. May Jr. to speak; the speaker was not present.

13) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

14) NEW BUSINESS (NON-CONSENT ITEMS)

14.1 Approval of the Budget Amendments for April 2023

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

14.2 Approval of K-12 Comprehensive Evidence-Based Reading Plan (CERP) for the 2023-2024 School Year

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

Minutes: Superintendent Saunders gave an overview of the Comprehensive Evidence-Based Reading Plan (CERP). Board member Messenger thanked staff for their work on this item.

14.3 Approval of Advertising a Notice of Intent to Amend the Code of Student Conduct and Setting a Public Hearing on the Proposed Changes at the Board Meeting Scheduled for July 25, 2023

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

14.4 Approval of Charter School Renewal Contract for Oasis Middle School for the 2023-2028 School Years

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

14.5 Approval of Charter School Renewal Contract for Imagine Charter School at Lakewood Ranch for the 2023-2028 School Years

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

14.6 Approval of the Charter School Renewal Contract for Visible Men Academy for the 2023-2024 School Year

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

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

Minutes: After Board Member Tatem requested clarification on this School. Superintendent Saunders stated the process for this charter school to continue to be renewed. The one-year approval for the Charter School will allow the school grade increase required to stay in operation.

14.7 Approval of Charter School Contract for Manatee School of Arts and Sciences Charter School Renewal Contract for the 2023-2028 School Years

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

14.8 Approval of Charter School Contract for Manatee School for the Arts (MSA) Charter School Renewal Contract for the 2023-2038 School Years

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

Minutes: After a question posed by Vice-Chair Spray, Superintendent Saunders noted that the 15-year extension was due to statute changes. MSA qualifies for the 15-year extension based on the new guidelines.

14.9 Approval of Advertising a Notice of Intent to Amend the Student Progression Plan, and Setting a Public Hearing on the Proposed Amendments at the Board Meeting Scheduled for July 25, 2023

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

14.10 Approval to Purchase Imagine Learning Subscriptions, SDMC No. 24-0031-BS, Continued Procurement with Vendor, Estimated in the Amount of $600,000.00

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

Minutes: The Board held discussion and asked questions. Superintendent Saunders noted the Imagine Learning Program is a supplemental program for learning, not the core Reading curriculum and that the State has approved the District curriculum. After Board Member question, Mr. Steven Dye, School Board Attorney, stated if no prohibitive material was included in the School Curriculum, the District remains in compliance with law.

14.11 Approval to Purchase Pioneer Valley Products and Services, SDMC No. 24-0042-BS, Continued Procurement with Vendor, Estimated in the Amount of $675,000.00

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Mary Foreman

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

14.12 Approval to Use the State of Florida Contract #44000000-NASPO-19-ACS, Copiers and Managed Print Services (Print Shop), SDMC No. 23-0107-KD, Continued Procurement for Products and Services, Estimated in the Amount of $1,600,000.00

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

Minutes: Superintendent Saunders noted the replacement this item refers to is the District Print Shop including printers at that location. After a question posed by Vice-Chair Spray, Mr. Brian Collins, Coordinator of Printer Services, spoke about the function of the District Print Shop as well as the Board Item contract to replace the print shop printers to increase the printing capacity of the Shop.

15) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

15.1 Approval of the Contract for the New Superintendent for the School District of Manatee County

Minutes: Mr. Stephen Dye, School Board Attorney stated the highlights of the items included within the contract signed by New Superintendent Dr. Jason Wysong. Mr. Dye also noted that the start date of July 3, 2023 was to remain the same and mentioned the swearing in ceremony will be July 3, 2023

15.1a. Motion to Authorize the Chair to Execute the Agreement of the Contract of the New Superintendent for the School District of Manatee County to Dr. Jason Wysong.

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

Minutes: The School Board members made requests and held discussion about the possibility of releasing Dr. Wysongs' original 100-Day Plan. After discussion, Chair Choate stated that the decision whether to introduce the 100-day plan would come from Dr. Jason Wysong and would be decided between the Chair and the New Superintendent.

Board Member Messenger restated the motion on the floor (15.1a) to Authorize the Chair to initiate the contract for the New Superintendent Jason Wysong for the School District of Manatee County.

15.2 Appointing Acting Superintendent for July 1, 2023 - July 2, 2023

Minutes: Chair Choate recommended the Board appoint Mr. Willie Clark, Executive Director of Secondary Schools, for the July 1, 2023 and July 2, 2023 as the acting Superintendent for the School District of Manatee County. Board Member Messenger made the motion to appoint Mr. Willie Clark as such.

15.2a Motion to Appoint Mr. Willie Clark, Director of Secondary Education and Schools, as Acting Superintendent for July 1, 2023 and July 2, 2023.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger

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

16) WORKSHOP ITEM REQUESTS

Minutes: Chair Choate spoke about the Master Board Training – Requesting that the first meeting be in July; coordination is ongoing with FSBA; Chair Choate also mentioned what the Board already has scheduled for the upcoming summer months. Another request was made to have Legislative Priorities Update coordination take place between the School Board Agency Clerk and Mr. Kevin Chapman, Executive Director of Administration; thereby facilitating probable priorities being ready for the July Workshop.

Board Member Foreman requested to have the Audit Committee report on the June 27th Board Meeting rather than the June 29, 2023 Workshop. The Chair agreed.

Vice-Chair Spray requested the CFOC annual report during the June 29, 2023 Workshop. Mr. Choate agreed. Superintendent Saunders noted the process of appointing and applying for a position on the Board Committees.

17) CONTINUED PUBLIC COMMENT (IF NECESSARY)

18) UPDATES

LEGAL UPDATE:

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

Attorney School Board Association Spring Conference – Spoke about the large Legislative changes processes.

Social Media Litigation – After Spring Conference Presentation, Mr. Dye recommended to join the litigation

Legislative Update –

- Social Media is banned from all District Devices
- Cell-Phone policies possibilities, Mr. Dye may recommend in the future, district employees not touch student cellphones
- African American History policy implementation changes
- Charter School Changes may cause increase in Private Schools
- Mapping Grant coming for internal mapping for emergency responders to have maps of schools
- Violation of class size amendment without financial penalty
- Statute of Limitations may be changing on length of time

OPERATIONS UPDATE

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

Summer Job-Fairs – Job-Fairs are continuing thru the summer

MTC Graduation - June 29, 2023 at 10:00 AM and 6:00 PM at the Main MTC Campus

Law Enforcement Graduation - June 26, 2023 6:00 PM will be held at Parrish Community High School

Negotiations for Transportation - Ongoing through the summer.

INSTRUCTIONAL UPDATE

Superintendent Saunders updated the Board on the following:

Soar in 4 – Reading and Story Time is being held twice a month at local libraries

Dive into Reading Program – Sponsored by Anna-Maria Oyster Bars. The reading program is being held throughout Bradenton locations over the summer

SUPERINTENDENT UPDATES

Superintendent Saunders updated the Board on the following:

Aviation Maintenance Technician School Groundbreaking Ceremony - June 29, 2023 2:00 PM

Summer Leadership Conference for Principals - July 17, 2023 at Parish Community HS and July 18 at Sugg Middle School

Juneteenth - June 19, 2023, the District will be closed in Observance of the Federal Holiday

Summer School – Summer school will continue through June and July, including programs that supports choir, art, band, theater, and orchestra and sports

20) BOARD COMMENTS

Board Member Foreman

Sylint- Noted the company is putting together a new Letter of Engagement(s) for the School Board, it will be available soon. Board Member Foreman requests the approval of the Sylint Contract be added as an item on June 27, 2023 Board Meeting

Mr. Norm Nelson – Noted his recent passing and wished his family condolences

Board Member Messenger

Noted Mr. Norm Nelsons' passing and wished the family condolences

Board Member Tatem

Safety - Noted the continued need for Safety

Reading for Students - Keep reading over the break to keep the 'summer slide' away

Book Challenge Process - As legislative acts happen – NEOLA and District will update policies

Summer School Attendance – Requested the actual number of students / attendees

Vice Chair Spray

Summer Reading Program - Rocket Phonics Program to hold classes over summer at multiple locations.
Credit Recovery – Requested District to decide if this option is being abused

Retiring Staff – Thanked the retiring District Employees for their service

CFOC – Requested a 'Link to Apply' to Committee to be added on District page

Chair Choate

Stated his Condolences - to District Families that have lost lives during the summer thus far

Congratulations - to the PCHS softball team on their State Championship

21) ADJOURNMENT
Minutes: There being no further business to come before the Board, Chair Choate adjourned the Meeting at 12:12 PM

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

NOTICE

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

AGENDA ITEM NO. 8.1

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Good News Moment

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

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

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

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

AGENDA ITEM NO. 9.1

School Board of Manatee County
June 27, 2023 - Regular Board Meeting

Title
Audit Committee Update | Dr. Susan Agruso

Executive Summary
Dr. Susan Agruso, Chair of the Audit Committee, will give the Board an update of the Audit Committee.

Dr. Agruso will be stepping down as Chair effective July 1, 2023; this will be her final update.

Contact
School Board Item | Dr. Susan Agruso

Attachments:
2023-06-27 Audit Committee report

Audit Committee Report
Manatee County School Board
June 27, 2023

The Audit Committee met on May 3, 2023. All members were present.

CRI Evaluation

Committee members discussed the evaluation of CRI for the past year and rated their performance at the high end of Effective (Effective range is 2.50-3.49) with an average score of 3.42 out of 4.0.

There is consensus among the Committee members that the CRI engagement team is highly qualified. Reports are well written, and CRI is responsive to questions and suggestions from the Audit Committee. CRI is in the process of standardizing Internal Auditing across the firm, which should further improve the auditing process and reporting for Manatee.

CRI is a large auditing firm, and the Audit Committee would like to see the involvement of other auditors in this work. The CRI Team reports that they do consult with other auditors and staff when they are conducting audits, but they have not consistently provided this information to the Committee during discussions of audit reports. The Team has committed to providing this information in the future.

One area that needs more attention is the effective evaluation of the district's ERP system. In earlier discussions, CRI and the Audit Committee agreed that it would be best to evaluate the use of ERP as it applies to a specific audit area, rather than try to conduct a comprehensive audit of the whole ERP system. This has not happened consistently across the year, and going forward CRI must do a better job of determining how ERP is being used and ways it could be more effective.

CRI has worked with staff to develop a more collaborative and respectful working relationship. They have great institutional knowledge because of their time auditing here. Their work has helped the District significantly improve its financial controls.

The Audit Committee unanimously agrees that the CRI contract for Internal Audit Services should be continued for one year.

Going forward, the Committee has three suggestions for the School Board:

1. Management and the School Board should be part of the formal evaluation process of the auditing firms.

2. The District would benefit from a presentation by a regional partner from CRI on the current trends in internal auditing, what to look for in future audits, and best practices in conducting and reporting audits. The cost for this presentation would be covered under the Special Projects section in the Engagement Letter. The Committee asked CRI to bring information about this for discussion at the July meeting.
3. It is best practice to periodically conduct a search for an audit firm to understand what is available and consider different approaches. The School District should issue an RFQ for an Internal Audit Firm during the next year. CRI should apply.

2023-2024 CRI Engagement Letter

The Committee reviewed the CRI Engagement Letter. The fees and number of hours are the same as the previous year. The Committee requested one edit for clarity regarding audits of internal accounts when principals and/or bookkeepers change schools.

One major task for next year will be to conduct a Comprehensive Internal Audit Risk Assessment. This is timely since there are two new Board members and a new Superintendent. Other audits include Sales Surtax (done annually), Facilities and Maintenance, Pcard, Post Audit Reviews (PARs), and Periodic Follow Up to the AG Audit.

The Audit Committee recommends the CRI Engagement Letter as edited for the 2023-2024 fiscal year to the School Board.

CRI Internal Audit Updates

CRI reported on the MTC Point of Sale audit, and tested 7 purchasing areas. There were no exceptions for 5 of the areas. CRI noted two findings, both rated low. The first finding noted discrepancies in the bookstore inventory for 4 of the ten items they tested, a value of $1302. Most of the discrepancy ($1260) occurred because lanyards that are distributed to students at the beginning of each semester were incorrectly included in the bookstore inventory. The other 3 items totaled $42. Management's response indicated that the inventory corrections would be completed by April 30, 2023, and CRI's recommendations will be implemented.

The second finding concerns the sign-off requirements for bank reconciliations. All reconciliations were done accurately and timely, but there is no formal sign off. Management's response to the report stated that the sign-off process has been implemented. During our discussion, finance staff informed the Committee that the MTC bank reconciliations are reviewed by the District. The Audit Committee asked CRI to verify this additional information and revise the report if appropriate. CRI will bring the report back in July for

further discussion. Going forward, when an audit is conducted at MTC, draft reports will also be provided to the District financial staff for their review.

Charter Schools Audits

The Audit Committee reviewed the financial audits of 12 Charter Schools. These audits are required to be done annually by an audit firm of the charter school's choosing. The District informed the Audit Committee that they monitor the Charter School financials monthly.

The Committee noted that each audit follows a different format and that there are inconsistencies across the audits. The audits are required to follow generally accepted Government Auditing Standards commonly referred to as the Yellow Book, and some of these audits do not appear to do so.

The Committee recommends that the School District provide training to help the Charter Schools follow a more uniform format for their audits.

Several Charter Schools have bank deposits that exceed the FDIC threshold. The Committee suggests the schools should be monitoring the bank ratings and taking steps to safeguard their deposits. The Committee noted that a school reported invested funds and suggests that there should be some guidance provided on the proper way for a Charter School to invest.

The Audit Committee will have additional discussions regarding the financial statements of the Charter Schools at an upcoming meeting.

The next meeting of the Audit Committee is July 12, 2023, at 2:00 p.m.

AGENDA ITEM NO. 11.1

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Continued Procurement of School Resource Officer (SRO) Services through The City of Palmetto, SDMC No. 24-0052-RG, Estimated Amount of $73,786.19

Executive Summary
The City of Palmetto will provide two (2) regularly employed police officers to the School Resource Officer (SRO) program. These officers will be dedicated and assigned to Palmetto High School.

The School District of Manatee County is responsible for 70% of the annual cost for the officer in the amount of $73,786.19, to be paid in quarterly installments. The District will also reimburse the City of Palmetto for overtime duty and officer training as permissible per the contract. A copy of the agreement is attached.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. Expenditures for the new contract period are expected to be in line with the current year's spend. The requested contract is for the period of July 1, 2023 through June 30, 2024 with two (2) one 1-year renewals.

Historical expenditures are as follows:

- YTD 2022-2023 school year: $59,628.36
- 2021-2022 school year: $148,508.68
- 2020-2021 school year: $129,872.12

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

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

Ready To Learn | Goal 6
Expand the availability of relevant literacy training and reading materials for first-time parents and families

Recommendation
The Superintendent recommends approval of the continued procurement of School Resource Officer (SRO) services through the City of Palmetto, SDMC No. 24-0052-RG, estimated amount of $73,786.19.

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

Contact
Submitting Departments: Safety and Security and Purchasing
Initiated By: Paul Damico and Ruth Gruett

Attachments:
PD SRO Budget FY22-23 w out Operating
2023 2024 PPD SRO agreement a 70%

SRO Program
2022-2023 Budget 70/30 Split

ATTACHMENT A/ PROPOSED FY 2023-2024 - 2 FULL TIME OFFICERS				
Personal Expenses	2022-2023			
Regular Salary	67,371.07			
FICA	5,153.89			
Retirement	13,736.96			
Benefits	19,146.92			
Total Personal Expenses	105,408.84			
Total Cost	105,408.84			
School Board share **70%**	73,786.19	1st Payment	$ 37,127.17	
		2nd - 4th Payment	$ 12,219.67	

	Hourly Rate	FY23-24 Salary		20.39% Retirement	0.0765 FICA	0.036015 W/C	Health	Total
Employee								
Schroeder, Jason (Officer)	29.7599	66,543.14		13,568.15	5,090.55	2,396.55	16,555.00	104,153.38
		66,543.14		**13,568.15**	**5,090.55**	**2,396.55**	**16,555.00**	**104,153.38**

Professional Services		FY23-24 Salary	1% of Salary	Retirement	FICA	W/C	Health	Total
LaRowe, Ryan (Sgt)	36.1351	82,793.80	827.94	168.82	63.34	29.82	165.55	1,255.46
		82,793.80	**827.94**	**168.82**	**63.34**	**29.82**	**165.55**	**1,255.46**

Notwithstanding the forgoing, in the event the School Board enters into an agreement with one or more entities, including, a municipality, the County or the Sheriff, to reimburse that entity at a higher amount than 70% of the yearly costs, expenses, entitlements and benefits resulting from the assignment of SRO within that jurisdiction, the School Board shall be obligated to reimburse the City of Palmetto at the equivalent highest percentage of any other jurisdiction which is reimbursed for SRO.

2023-2024 School Resource Officer Program Agreement

This AGREEMENT entered into for the 2023-2024 school year (July 1, 2023 - June 30, 2024) by and between THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, body corporate, whose mailing address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as "**School Board**" and the City of Palmetto, whose mailing address is 1115 10th Street West, Palmetto, Florida 34205, hereinafter referred to as the "**City of Palmetto**," for the purposes of establishing a School Resource Officer Program, staffed by school resource officer, hereinafter referred to as "**SRO**," within the public schools of the **City of Palmetto**, Florida.

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

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

WHEREAS, the **City of Palmetto** has the responsibility for law enforcement, including the provisions of security services and programs for the prevention of crime; and

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

NOW, THEREFORE, the **School Board** and the **City of Palmetto** mutually agree as follows:

ARTICLE 1. CITY OF PALMETTO RESPONSIBILITIES

A. Providing School Resource Officers:

1. The **City of Palmetto** shall commit two employed police officers to the School Resource Officer (**SRO**) program who will be available for schools within the **City of Palmetto's** jurisdiction.

B. Responsibilities:

1. The **City of Palmetto** shall be responsible for employing, training, disciplining, reassignment, and dismissal of all **SRO's**.

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

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

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

C. **SRO** Duty Hours:

1. For the Term of Agreement, each **SRO** shall work a forty-hour week consisting of 8-hour days, corresponding to the school calendar regular session, based upon the SRO's assigned work detail.

2. The **SRO** workday shall correspond with the teacher's regular workday in the respective schools. Whenever needed, **SRO** may be temporarily reassigned by the **City of Palmetto** for accrued leave or during other periods for law enforcement purposes, **City of Palmetto** agrees to provide a replacement **SRO** at the assigned school. With approval of the **Chief's** chain-of-command and after consultation with the School Administrator, **SRO** will be allowed to request and utilize their annual leave throughout the year.

3. The schools may request the use of the **SRO** for overtime within each two-week period. Overtime will be paid directly to the **SRO** by the **City of Palmetto** and reimbursed to the **City of Palmetto** from the school's internal accounts or School District of Manatee County (SDMC) department funds within 30 days of receipt of invoice.

D. Duties of the **SRO:**

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

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

E. General Responsibilities of **SRO**:

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

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

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

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

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

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

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

8. Should it become necessary to conduct formal police interviews or investigations with students, the **SRO** shall adhere to those legal

requirement policies and procedures established by the **City of Palmetto** and the **School Board**; provided however, that the **Chief** shall have the authority to modify or suspend said policies and procedures in the interest of criminal justice and/or public safety. The **SRO** shall render assistance to other law enforcement officers in matters regarding the **SRO** school assignment.

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

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

11. The **SRO** shall adhere to the **City of Palmetto** policies and procedures when transporting citizens.

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

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

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

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

16. **SROs shall sign in and out at their assigned schools to document their presence at the school for purposes of the State of Florida Department**

of Education auditing requirements. The sign-in and sign-out form to be utilized for this purpose is attached hereto as attachment C.

17. **SRO** shall wear the official Police Uniform at all times while on duty as an **SRO**; however, appropriate civilian attire may be worn on those occasions mutually agreed upon, by and between the school principal and the **City of Palmetto** or their appropriate designee.

ARTICLE 2. SCHOOL BOARD RESPONSIBILITIES

A. Facilities and Materials:

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

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

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

3. The **School Board** shall appropriate such funds as may be necessary in order to provide each **SRO** for the school year, the ability, when authorized by the respective principal, to purchase supplies and other equipment or materials that are needed in the performance of the **SRO** function.

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

B. Training:

The **School Board** shall reimburse the **City of Palmetto** its proportionate share (70%) of the reasonable costs of additional formal training expenses for **SRO** that

have been requested and agreed to in advance by and between the **School Board** and the **City of Palmetto**, as being necessary for an assigned **SRO** to obtain or maintain certification as a School Resource Practitioner or other training necessary to fulfill the specific requirements of certification as an **SRO**. The reimbursement for agreed expenses shall include, but not be limited to, registration, tuition, lodging, and meals, all in keeping with the applicable state guidelines. If mutually agreed upon in advance by the **School Board** and the **City of Palmetto**, **SRO** may be reimbursed for other **SRO** specific training expenses. The **School Board** shall reimburse the **City of Palmetto** for any **SRO** training mandated by statute.

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

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

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

ARTICLE 3. GENERAL TERMS AND CONDITIONS

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

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

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

D. The **School Board** shall reimburse the **City of Palmetto** 70% of the yearly costs, expenses, entitlements and benefits resulting from the assignment of **SRO** as set forth in **ATTACHMENT A** to this Agreement, attached hereto and incorporated as if fully rewritten herein. The **School Board** shall remit this total annual compensation due to the **City of Palmetto** in quarterly installments for full time **SRO**. Payments shall be due as per the following schedule:

November 10, 2023
February 23, 2024
May 18, 2024
August 3, 2024

The **City of Palmetto** also shall submit quarterly for additional fees or other compensation for services or expenses. All invoicing, at a minimum, shall include the following details: invoice date, invoice number, name of officer, hours, rate and any additional items as specified by the school or site at the time of service. Invoices will be paid on a NET 30 basis.

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

F. If due to an exceptional occurrence, sporting event, public meeting or other activity, it is necessary for other officers, in addition to the assigned **SRO** to attend those activities in their official duty capacity in order to maintain peace and order, compensation for those additional duties will be charged to the **School Board** in keeping with the **City of Palmetto** applicable collective bargaining agreement (Collective Bargaining Agreement) and the **City of Palmetto's** existing rules and policies concerning the provision of off-duty officers for special events. The additional services shall be **invoiced monthly** and have payment terms of NET 30.

G. The **SRO** shall be entitled to the benefits as provided by the **Collective Bargaining Agreement from the City of Palmetto**. The **City of Palmetto** shall provide a substitute or replacement officer for the absent **SRO** at no additional cost to the **School Board.** The **SRO** supervisor may be used to act as a substitute officer for an unavailable **SRO**. If the absence of the **SRO** is due to sickness/injury that is job related and compensable through worker's compensation, the **City of Palmetto** shall be responsible for compensating and providing a substitute officer for the period of time that the assigned **SRO** is absent and receiving worker's compensation.

H. If the assigned **SRO** is required to work overtime (in excess of the designated 8-hour day/40-hour week) by the **School Board**, the **City of Palmetto** shall be responsible for compensatory time in accordance with the Collective Bargaining Agreement. Overtime will be paid directly to the officers by the **City of Palmetto** and reimbursed to the City from the school's internal accounts or SDMC department funds within 30 days of receipt of invoice.

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

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

K. Term:

The term of the Agreement shall be for the 2023-2024 school year, from July 1, 2023 through June 30, 2024. The Agreement may be terminated by the School Board at any time if insufficient funding occurs as a result of the action of the State Legislature or withdrawal of funds occurs during the term of the Agreement. In either case, the School Board will be responsible for the financial obligations of this Agreement for the balance of the term or until officer vacancies occur in order to transfer SRO's into a budgeted police officer position. This agreement may be extended for an additional two one (1) year renewals upon agreement by both parties. Any changes to proposed pricing must be made 60 days in advance of the renewal.

L. Termination:

The Agreement may be terminated by either party upon thirty (30) day written notice where a breach of this Agreement has occurred, and the breaching party has failed to cure the breach within 30 days. Upon termination, the **School Board** shall be entitled to a prorated refund in accordance with the compensation formula

for each day the **SRO** services are not provided as a result of termination. The **City of Palmetto** shall be entitled to compensation for all services performed up to the date of termination.

M. Indemnification:

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

N. Notice:

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

For **City of Palmetto**	For **School Board**
Scott Tyler, Chief of Police	Cynthia Saunders, Superintendent
City of Palmetto Police Department	School District of Manatee County
1115 10th Street West	215 Manatee Avenue West
Bradenton, Florida 34205	Bradenton, Florida 34205

O. Entire Agreement:

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

Attachment A – Cost Sheet
Attachment B - School Coverage
Attachment C- School Resource Officer Timesheet

P. Severability:

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

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

Q. Venue:

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

R. Equal Opportunity:

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

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

T. In the event the **City of Palmetto** is no longer subject to a Collective Bargaining Agreement or the **SRO** is not a member of a bargaining unit, the **City of Palmetto** Personnel Policy shall govern personnel issues as appropriate.

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

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____ Date: _____
Chad Choate, Board Chair

ATTEST:

By: _____ Date: _____
Superintendent Cynthia Saunders

CITY OF PALMETTO, FLORIDA

By: _____ Date: _____
Shirley Groover Bryant, Mayor

By: _____ Date: _____
Jim Freeman, City Clerk

AGENDA ITEM NO. 11.2

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Continued Procurement of School Resource Officer (SRO) Services through The City of Bradenton, SDMC No. 24-0052-RG, Estimated Amount of $297,853.19

Executive Summary
The City of Bradenton will provide three (3) full time and two (2) part time Officers to the School Resource Officer (SRO) program. Two (2) officers will be dedicated and assigned to Manatee High School. One (1) officer will be dedicated and assigned to Sugg Middle School. Two (2) part-time officers (10-month employees) will be assigned to one of the Elementary Schools.

The School District of Manatee County is responsible for 70% of the annual cost for the officers in the amount of $297,853.19, to be paid in quarterly installments. The District will also reimburse the City of Bradenton for overtime duty and officer training as permissible per the contract. A copy of the agreement is attached.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. Expenditures for the new contract period are expected to be in line with the current year's spend. The requested contract is for the period of July 1, 2023 through June 30, 2024 with two (2) one (1) year renewals.

Historical expenditures are as follows:

- YTD 2022-2023 school year: $298,691.23
- 2021-2022 school year: $306,719.60
- 2020-2021 school year: $311,053.88

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

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

Ready For Life | Goal 4
Create an instructional model centered around real-world skills, civic involvement, financial literacy, and arts integration

Recommendation
The Superintendent recommends approval of the continued procurement of school resource officer (SRO) services through the City of Bradenton, SDMC No. 24-0052-RG, estimated amount of $297,853.19.

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

Contact
Submitting Departments: Safety & Security and Purchasing
Initiated By: Paul Damico and Ruth Gruett

Attachments:
bpd 23-24

2023-2024 School Resource Officer Program Agreement

This AGREEMENT entered into for the 2023-2024 school year (July 1, 2023 through June 30, 2024) by and between THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, body corporate, whose mailing address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as "**School Board**" and the City of Bradenton, whose mailing address is 100 10th Street West, Bradenton, Florida 34205, hereinafter referred to as the "**City of Bradenton**," for the purposes of establishing a School Resource Officer Program, staffed by school resource officer, hereinafter referred to as "**SRO**," within certain the public schools of the **City of Bradenton**, Florida.

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

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

WHEREAS, the **City of Bradenton** has the responsibility for law enforcement, including the provisions of security services and programs for the prevention of crime; and

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

NOW, THEREFORE, the **School Board** and the **City of Bradenton** mutually agree as follows:

ARTICLE 1. CITY OF BRADENTON RESPONSIBILITIES

A. Providing School Resource Officers:

1. The **City of Bradenton** shall commit employed police officers to the School Resource Officer (**SRO**) program who will be available for certain schools within the **City of Bradenton's** jurisdiction.

B. Responsibilities:

1. The **City of Bradenton** shall be responsible for employing, training, disciplining, and dismissal of all **SRO's**.

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

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

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

C. **SRO** Duty Hours:

1. For the Term of Agreement, each **SRO** shall work a forty-hour week consisting of 8-hour days, corresponding to the school calendar regular session, based upon the **SRO's** work detail.

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

3. The schools may request the use of the **SRO** for overtime within each two-week period. Overtime will be paid directly to the **SRO** by the **City of Bradenton** and reimbursed to the **City of Bradenton** from the schools internal accounts or School District of Manatee County (SDMC)within 30 days of receipt of invoice.

D. Duties of the **SRO:**

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

2. The **SRO** is approved to teach the "Character Development" program, the "Crossroads, It's Your Choice" program, the G.R.E.A.T. (Gang Resistance Education and Training) program and the "Know the Law" program. All other programs must be approved by the principal of their respective schools.

E. General Responsibilities of **SRO**:

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

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

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

4. The **SRO**, if requested by the principal of their respective school and available based on the duties and responsibilities of the **SRO**, shall attend parent/faculty meetings and student staffing, in order to solicit support and understanding of the **SRO** program from the faculty and parents and to promote awareness of the law enforcement function.

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

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

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

8. Should it become necessary to conduct formal police interviews or investigations with students, the **SRO** shall adhere to those legal requirement policies and procedures established by the **City of Bradenton** and the **School Board**. The **SRO** shall render assistance to other law enforcement officers in matters regarding the **SRO** school assignment.

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

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

11. The **SRO** shall adhere to the **City of Bradenton** policies and procedures when transporting citizens.

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

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

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

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

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

17. **SRO** shall wear the official Police Uniform at all times while on duty as an **SRO**; however, appropriate civilian attire may be worn on those occasions mutually agreed upon, by and between the school principal and the **City of Bradenton** or their appropriate designee.

ARTICLE 2. SCHOOL BOARD RESPONSIBILITIES

A. Facilities and Materials:

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

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

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

3. The **School Board** shall appropriate such funds as may be necessary in order to provide each **SRO** for the school year, the ability, when authorized by the respective principal, to purchase supplies and other equipment or materials that are needed in the performance of the **SRO** function.

B. Training:

The City of Bradenton shall advise the School Board in writing of any permanent staff changes of School Resource Officers within schools, including but not limited to leaves of absence greater than 14 days, retirements, and reassignments. The School Board will be notified and required to consent to any staff reassignment.

The **School Board** upon written request and consent, shall reimburse the **City of Bradenton** its proportionate share (70%) of the reasonable costs of additional formal training expenses for **SRO** that have been requested and agreed to in advance by and between the **School Board** and the **City of Bradenton**, as being necessary for an assigned **SRO** to obtain or maintain certification as a School Resource Practitioner or other training necessary to fulfill the specific requirements of certification as a **SRO**. The reimbursement for agreed expenses

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

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

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

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

ARTICLE 3. GENERAL TERMS AND CONDITIONS

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

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

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

D. The **School Board** shall reimburse the **City of Bradenton** 70% of the rate of pay the School Resource Officers (SRO) assigned to Schools, that includes their salary, retirement, FICA, workers compensation and health insurance, plus $1500 for the Sergeant, as set forth in **ATTACHMENTS "A" and "C"** to this Agreement, attached hereto and incorporated as if fully rewritten herein. The **School Board** shall remit this total annual compensation due to the **City of**

Bradenton in quarterly installments for full time and part-time SROs in the amount of **$276,532.79.** Payments shall be due as per the following schedule:

November 11, 2022
February 24, 2023
May 19, 2023
August 4, 2023

The **City of Bradenton** also shall submit quarterly for any mutually approved in writing additional fees or other compensation for services or expenses. All invoicing, at a minimum, shall include the following details: invoice date, invoice number, name of officer, hours, rate and any additional items as specified by the school or site at the time of service. Invoices will be paid on a NET 30 basis.

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

G. If due to an exceptional occurrence, sporting event, public meeting or other activity, it is necessary for other officers, in addition to the assigned **SRO** to attend those activities in their official duty capacity in order to maintain peace and order, compensation for those additional duties will be charged to the **School Board** in keeping with the **City of Bradenton** applicable collective bargaining agreement (Collective Bargaining Agreement) and the **City of Bradenton's** existing rules and policies concerning the provision of off-duty officers for special events. The additional services shall be **invoiced monthly and have payment of NET 30.**

H. **SRO shall be entitled to the sick leave benefits as provided by the Collective Bargaining Agreement from the City of Bradenton**. The City of Bradenton shall provide a substitute or replacement officer for the absent **SRO** at no additional cost to the **School Board.** The **SRO** supervisor may be used to act as a substitute officer for an unavailable **SRO**. If the absence of the **SRO** is due to sickness/injury that is job related and compensable through worker's compensation, the **City of Bradenton** shall be responsible for compensating and providing a substitute officer for the period of time that the assigned **SRO** is absent and receiving worker's compensation.

I. If the assigned **SRO** is required to work overtime (in excess of the designated 8-hour day/40-hour week) by the **School Board**, the **City of Bradenton** shall be responsible for compensatory time in accordance with the Collective Bargaining Agreement. Overtime will be paid directly to the officers by the **City of Bradenton** and reimbursed to the City from the school's internal accounts or

SDMC department funds within 30 days of receipt of invoice. SRO's and/or other Officers that cover any Board Meetings will receive overtime to their rate of pay.

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

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

L. Term:

The term of the Agreement shall be for the 2023-2024 school year, from July 1, 2023 through June 30, 2024. The Agreement may be terminated by the School Board at any time if insufficient funding occurs as a result of the action of the State Legislature or withdrawal of funds occurs during the term of the Agreement. In either case, the School Board will be responsible for the financial obligations of this Agreement for the balance of the term or until officer vacancies occur in order to transfer SRO's into a budgeted police officer position. This agreement may be extended for an additional two one (1) year renewals upon agreement by both parties. Any changes to proposed pricing must be made 60 days in advance of the renewal.

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to the date of termination.

N. Indemnification:

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

O. Notice:

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

For the City of Bradenton	**For the School Board**
Melanie Bevan, Chief of Police City of Bradenton Police Department 100 10th Street West Bradenton, Florida 34205	Cynthia Saunders, Superintendent School District of Manatee County 215 Manatee Avenue West Bradenton, Florida 34205

P. Entire Agreement:

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

Attachment A – School Coverage

Attachment B- School Resource Officer Sign-In Log

Attachment C – School Resource Officer Budget

Q. Severability:

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

R. Venue:

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

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

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

U. In the event the **City of Bradenton** is no longer subject to a Collective Bargaining Agreement or the **SRO** is not a member of a bargaining unit, the **City of Bradenton** Personnel Policy shall govern personnel issues as appropriate.

This section intentionally left blank

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

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____ Date: _____
Chad Choate, Board Chair

ATTEST:

By: _____ Date: _____
Superintendent Cynthia Saunders

CITY OF BRADENTON, FLORIDA

By: _____ Date: _____
Gene Brown, Mayor

ATTEST :

By: _____ Date: _____
Carl Callahan, City Administrator

By:_____ Date: _____
Melanie Bevin, Chief of Police

Bradenton Police Department School Resource Officer Program
2022-2022 Budget 70/30 Split
Attachment C

ATTACHMENT C- PROPOSED 2023 - 2024 - 3 FULL-TIME OFFICERS & 2 PART-TIME OFFICERS

Personal Expenses	2022-2023
Regular Salary	295,638.85
FICA	22,616.37
Retirement	60,837.87
Benefits	44,911.47
Total Personnel Expenses	424,004.56
Administrative Fee	
$1,500	1,500.00
	ATTACHMENT "C"
Total Operating Expenses	1,500.00
TOTAL COST	**$ 425,504.56**

School Board 70% share	**$ 297,853.19**	**Four payments**	**$ 74,463.30**

	Rate of Pay per Contract	Annual Salary	Patrol Support	Total Salary	25.89% Retirement	0.0765 FICA	0.043 W/C	Hospital	Total
Employee									
Gow, Shawn (6689)	36.2157	75,328.66	3,000.00	78,328.66	20,279.29	5,992.14	3,368.13	10,733.00	118,701.22
Lesko, Jennifer (6932)	36.2157	75,328.66	3,000.00	78,328.66	20,279.29	5,992.14	3,368.13	10,733.00	118,701.22
Williams, Eric (4616)	36.2157	75,328.66	3,000.00	78,328.66	20,279.29	5,992.14	3,368.13	10,733.00	118,701.22
						-	-		-
						-	-		-
Part Time Officer (less than 130 hours/month)	30.1156	26,426.44	3,900.00	30,326.44		2,319.97	1,304.04	-	33,950.45
Part Time Officer (less than 130 hours/month)	30.1156	26,426.44	3,900.00	30,326.44		2,319.97	1,304.04	-	33,950.45
(3392/8015)		278,838.85	16,800.00	295,638.85	60,837.87	22,616.37	12,712.47	32,199.00	424,004.56
Professional Services									
SRO Sergeant/ Supervisor	Administrative Fee	1,500.00		-					
			-	-	-	-	-	-	-

*pay rates will change every Oct 1 and are not currently set
part time sro-45 hours a week combined between the 2 positions for 39 weeks
**Assumes no increase in health insurance
***Union negotiations may continue past the start of school and the totals are subject to change.

AGENDA ITEM NO. 11.3

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Off Duty Officer Services for the 2023-2024 School Year, Continued Procurement of Commodity, Estimated in the Amount of $200,000.00

Executive Summary
The Manatee County Sheriffs Office, City of Bradenton, and City of Palmetto will provide off duty officers for special duty services for the 2023-2024 school year. These special duty services include traffic control, athletic/special events, and additional school security throughout the school year.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. Expenditures for the new contract period are expected to be higher than the the current year's spend due to a rate increase from the Bradenton Police Department and the Manatee County Sheriff's Office. The requested contract(s) are for the period of July 1, 2023 through June 30, 2024.

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

Historical expenditures are as follows:

	MCSO	BPD	PPD
YTD 2022-2023 School Year	$136,782.30	$28,123.99	$1,200.00
2021-2022 School Year	$106 000.00	$18,057.50	$ 735.00
2020-2021 School Year	$ 80,000.00	$22,840.00	$ -

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

Ready For Life | Goal 1
Improve easy access to quality family resources that support student learning

Recommendation
The Superintendent recommends approval to purchase off duty officer services for the 2023-2024 school year, continued procurement of commodity, estimated in the amount of $200,000.00.

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

Contact
Submitting Departments: Safety & Security and Purchasing
Initiated By: Paul Damico and Ruth Gruett

Attachments:
Bradenton PD Extra Detail Security Contract - 2023 Rate Increase

Contract # _____

Bradenton Police Department

100 10th Street West, Bradenton, FL 34205-8634
Phone: 941-932-9317 ♦ Fax: 941-932-9393
Email: Brenda.Lovett@BradentonPD.com

Extra-Duty Detail Services Application

TO BE COMPLETED BY THE EMPLOYER

Name of Hiring Entity/Employer: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Authorized Agent Name: _____

Email: _____

Work Phone: _____ Cell: _____ Fax: _____

Billing Contact Name: _____

Email:_____

Type of Event: _____

Location of Event: _____

Nature of Duties: _____

Anticipated Problems: _____

Expected Attendance: _____

Officer will report to:_____Contact Number: _____

Day	Date	Arrival Time	End Time	# of Officers	# of Hours	Vehicle Required?
		☐ AM ☐ PM	☐ AM ☐ PM			
		☐ AM ☐ PM	☐ AM ☐ PM			
		☐ AM ☐ PM	☐ AM ☐ PM			
		☐ AM ☐ PM	☐ AM ☐ PM			
		☐ AM ☐ PM	☐ AM ☐ PM			
		☐ AM ☐ PM	☐ AM ☐ PM			
		☐ AM ☐ PM	☐ AM ☐ PM			

☐We are requesting a weekly detail on_____, beginning on _____
(Day of Week) *(Date)*

until_____.
(Date)

I,_____, as authorized representative of the aforementioned hiring entity/employer, hereby acknowledge that I have read and understand the "Conditions of Permit," which I have signed and dated. I further agree to abide by, and be subject to these conditions in all respects, if a permit is issued as a result of this application. In addition, (hiring entity/employer) _____, through its authorized representative, hereby agrees to hold harmless and indemnify the City of Bradenton, the Bradenton Police Department, and their respective representatives and employees from any and all claims or liability which arise, or might arise, from the participation of the Bradenton Police Department or its employees in services rendered pursuant to any permit issued as a result of this application, including claims caused or suffered by third parties. I further agree that, as the employer of an officer for security services, (hiring entity/employer) _____, shall be responsible for the acts or omissions of the police officer while they are performing services for that employer while off duty from the Bradenton Police Department. If permittee is a Florida government agency or unit thereof, in no case shall this clause expand the limitations of those set forth in s.768.28, Florida Statutes.

_____ _____

Hiring Entity/Employer Authorized Signature Date

By signing below, the above application for permit is hereby granted and the above application together with the attached "Conditions of Contract" are hereby adopted, by reference, and are made a part of and constitute the terms of the permit.

_____ _____

Bradenton Police Department Authorized Signature Date

Special Detail Conditions of Contract

Types of Contract

Annual Permit is issued when services of officers in an extra-duty detail capacity will be needed for more than 30 days or on a recurring basis.

Temporary Permit is issued when services of officers in an extra-duty detail capacity will be needed during a period of less than 30 days.

Payment Schedule

Annual Permit: The hiring entity/employer will be billed bi-weekly and must make payment upon receipt of billing in form of a check or money order. Payment must be received within 15 days of receipt of the invoice.

Temporary Permit: The hiring entity/employer will be billed the week following the payroll processing date and must make payment upon receipt of billing in form of a check or money order. Payment must be received within 15 days of receipt of the invoice. Officers can work additional hours if requested by an authorized agent listed on the permit. The hiring entity/employer must then pay the additional cost which will be billed on the invoice. No officer is allowed to accept any monies directly from a hiring entity/employer.

Note: A billing will be declared delinquent when payment in full has not been received by the Bradenton Police Department by the last calendar day of the month in which the bill is dated, or thirty calendar days after the initial billing date, whichever is greater. At this time, extra-duty detail services will be terminated and the permit will become void.

Rates Per Hour

The charges for special detail services shall be in accordance with the following fee requiring a minimum of three hours each: *Check or money order ONLY, Invoices will specify if one check is to be made payable to the individual officer for hours worked, and one to the City of Bradenton for administrative fees (see below). If the officer was paid for hours worked through the city's payroll process, one check for the entire invoiced amount, will be made payable to the City of Bradenton.*

Officer	$50.00
Supervisor (when required for staffing)	$54.00
Marine Unit (Boat)*	$36.75
City of Bradenton**	$5.00
City Holiday***	$60.00

Larger events requiring a Supervisor have an increase for their rate of pay when required.

Note: *When utilizing the Police Department Marine Unit, an additional charge of a $45 fee will be charged for cleaning/maintenance per event.

**A fee of $5.00 per hour will be charged to recover for equipment, vehicle(s), and administrative costs.

The total hourly rate for an off-duty officer is $55.00 except on City recognized holidays when the rate is $65.00.

***The below listed holidays may not be on the actual day of the holiday if the holiday itself is on a Saturday or Sunday. The holiday pay will only be required on the date that the City of Bradenton OBSERVES the holiday (i.e.: If Veteran's Day is on a Saturday, then the City of Bradenton would observe the holiday on the Friday preceding the actual holiday or if the Veteran's Day is on a Sunday, then the City of Bradenton would observe the holiday on the Monday following the actual holiday, which will be when the holiday fee would be required.)

City Holidays Included for Holiday Fee

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve
Christmas Day

The above fee schedule is subject to change. Following such change, the Police Department shall give notice to the hiring entity/employer within 14 days.

Mail Payment to:
Bradenton Police Department
Attn: Extra-Duty Security Coordinator
100 10th Street West
Bradenton, FL 34205-8634

Staffing of Special Detail

The Bradenton Police Department extra-duty security coordinator or designee shall review all contract assignment applications prior to approval. In review, staffing needs will be evaluated and, if deficient, the supervisor in charge shall use discretionary judgment to determine minimum staffing requirements of the hiring entity/employer to ensure proper security and safety of employees and the community.

It is the responsibility of the hiring entity/employer to notify the extra-duty detail coordinator if the hiring entity/employer will be closed for a holiday or any other purpose when officers are normally scheduled. If the hiring entity/employer fails to notify this office, the normal minimum charges for the assignment will apply.

If a hiring entity/employer requests a schedule change, the extra-duty coordinator or designee will try to accommodate these changes if made at least 24 hours prior to the event.

In the event that an officer scheduled is unable to fulfill their assignment, the extra-duty detail security coordinator will make all reasonable attempts to find a replacement officer to cover the requested times.

If an officer fails to show up for a scheduled detail, the hiring entity/employer may contact the extra-duty detail coordinator during business hours at (941) 932-9317 or after hours at (941) 932-9377. It is the hiring entity/employer's responsibility to notify the extra-duty security detail coordinator of any time the officer was not present to prevent being invoiced for that time.

Staffing Requirements

Two (2) officers minimum per every 500 people when alcohol is sold. Three (3) officers minimum per every beer tent. If the extra-duty security coordinator determines that the size of the event warrants less or more officers, the hiring entity/employer will work with the extra-duty security coordinator to determine the appropriate number of officers needed for the job on a case by case basis. In cases where the hiring entity/employer underestimates the attendance, the on-site supervisor or on-duty watch commander may, at their discretion, notify the hiring entity/employer that additional officers are needed. Whether or not the hiring entity/employer was able to be notified, the additional officers may be called in, and the hiring entity/employer will be billed accordingly.

One sergeant is required when at least five officers (5), but less than nine officers (9) are hired. Additional sergeants are needed for every squad of five (5) thereafter.

Example: 1 – 4 officers = 0 Sergeants; 5 – 9 officers = 1 Sergeant; 10 – 14 officers = 2 Sergeants; one Lieutenant is required when two or more sergeants are required.

Supervisors hourly rate is $54.00/hour when required for staffing as listed above.

Officer Safety

Normally, a minimum of two (2) officers will be scheduled to work at an alcohol establishment for officer safety reasons. However, the Bradenton Police Department extra-duty security coordinator or designee may waive this requirement if conditions warrant only one officer.

Officers are prohibited from working assignments within the confines of the alcohol establishment. Officers shall remain on the outside of the building, patrolling the exterior areas of the business and parking lots.

Officer Duties

Officers shall enter the alcohol establishment only in response to an incident requiring official police action. Once concluded, they will return outside.

Under no circumstances will officers assume a role, or participate with business representatives, in any activity that is engaged in determining the age of patrons desiring entry into the alcohol establishment. Officers shall not "card" (check identification cards or driver's licenses) any customers/patrons of any business. Officers do have the responsibility to investigate situations identified by the hiring entity/employer wherein individuals proffer counterfeit or false identification.

Officers shall not work as a "bouncer" and are prohibited from collecting or handling money for the hiring entity.

Notice to Hiring Entity/Employer

The officers are at all times subject to the policies of the Bradenton Police Department (BPD) and the rules and regulations governing employees of the BPD. A hiring entity/employer has no authority over BPD personnel and is restricted to providing only a general assignment of duties to be performed by the officer. Those rules never supersede BPD policy or procedures and the hiring entities of the extra-duty detail officers are hereby so advised. Extra-duty officers remain under the exclusive control of the Bradenton Police Department and accountable for strict adherence to BPD rules and regulations. Any conflicting rules of hiring entities/employers of special extra-duty detail officers will be disregarded. The officer shall refuse to perform any duties deemed to be in conflict with the guidelines established by the BPD. As determined by the Chief, officers may be recalled from special extra-duty to on-duty status.

This permit is for security and/or traffic assistance only and does not exempt the hiring entity/employer from obtaining other necessary permits for this event.

The Bradenton Police Department is not obligated to provide extra-duty services. A permit will not be issued to any person, firm, or organization whose offices, members, business, or operations are in any way questionable or for any event of a potentially compromising nature or which appears to the Chief to be inconsistent with the mission and/or values of the Office of the Chief of Police.

The undersigned hiring entity/employer agrees, individually and on behalf of the named applicant, to promptly pay for extra-duty detail services rendered. Furthermore, the undersigned hiring entity/employer agrees, individually and on behalf of the named applicant to pay all costs, expenses and attorney's fees incurred in the collection of any sums due hereunder.

Contract Cancellation

The Bradenton Police Department reserves the right to deny or cancel a permit at any time with or without cause. The hiring entity/employer may cancel or postpone an assignment by contacting the Bradenton Police Department at least 12 hours in advance. If the venue of an event is outdoors, the hiring entity/employer may cancel or postpone an assignment by contacting the Bradenton Police Department at least 4 hours in advance if the event is cancelled due to unforeseen inclement weather only. If the hiring entity/employer fails to make proper and timely notice, the hiring entity/employer shall compensate the assigned officer and Bradenton Police Department at a rate of three hours pay for each scheduled individual.

Call (941) 932-9317 for cancellations during business hours Monday-Friday, 8:00 AM to 4:00 PM; call (941) 932-9377 for unforeseen problems after business hours.

I have read and understand the "Special Detail Conditions of Contract."

_____ _____

Signature of Hiring Entity/Employer Authorized Representative Date

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MANATEE COUNTY SHERIFF'S OFFICE
OFF-DUTY EMPLOYMENT UNIT CONTRACT
MANATEE COUNTY SCHOOL DISTRICT

This contract made and entered into this _____ day of _____ , 2023 by and between:

Business/Individual Information
(EMPLOYER)

Name: School District of Manatee County

Street: 215 Manatee Avenue West E-Mail: teitelbaumm@manateeschools.net

Suite #:_____ City: Bradenton State: FL Zip: 34205

Primary Contact: Mitchell Teitelbaum Title: General Counsel

Work #: (941) 708-8770 x2261 FAX: (941) 708-8653 Cell: (941) 705-9186

Secondary Contact: _____ Title: _____

Work #: (_____)_____ FAX:(_____)_____ Cell:(____)_____

herein sometimes referred to as "EMPLOYER", and the Manatee County Sheriff's Office, whose mailing address is 600 301 Blvd W, Suite 202, Bradenton, FL 34205 hereinafter sometimes referred to as "MCSO".

Employers of off-duty deputies shall be responsible for payment for services rendered.

1. The rate for employing a deputy in a law-enforcement related off-duty assignment is $60.00 per hour to the deputy.

2. Payments shall be made payable to the Manatee County Sheriff's Office.

3. Deputies shall receive a minimum fee of three (3) hours pay for any work detail of less than three (3) hours duration.

4. There is a required twenty-four hour notification of cancellation. If the EMPLOYER requests the detail to be cancelled within that 24-hour limit, the EMPLOYER is responsible for paying the three (3) hour minimum for each deputy affected.

5. Based on the type of event, MCSO has established minimum staffing requirements and the EMPLOYER agrees to abide by those minimums if the number of requested deputies differs.

6. MCSO reserves the right to mandate more staffing than requested or require the hiring of a supervisor based on an individualized assessment of the event (by MCSO Command Staff) in order to more effectively provide for deputy and patron safety.

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7. The type, frequency, and duration of any patrol and/or enforcement activities conducted by MCSO shall be mutually determined by MCSO and EMPLOYER and may be adjusted or revised as agreed upon by the parties. Any patrol and/or enforcement activities will be performed at the direction and discretion of MCSO Supervisors and/or Patrol District Commanders with consideration given to MCSO resources that are available.

8. Employed deputies will enforce all laws in accordance with Florida State Statutes and applicable Manatee County Sheriff's Office general orders and procedures governing such enforcement activities. Decisions regarding the issuance of Uniform Traffic Citations or Notices to Appear and/or effectuating physical arrests will be made at the discretion of employed deputies.

9. MCSO will invoice the School Board for all services rendered by off-duty deputies, and provide sufficient detail for a proper pre-audit and post-audit. At a minimum, all invoicing shall include the following details: invoice date, invoice number, name of deputy, hours (including documentation as to the start-time and duration of services rendered at the off-duty employment location), rate and school site. See Appendix "A" attached hereto and incorporated herein.

10. Scope of Services, may include the following: provide security, manage traffic and crowd control.

TERM: This contract shall be effective July 1, 2023 and terminate June 30, 2024 unless terminated in writing by MCSO or EMPLOYER. Both MCSO and EMPLOYER shall have the right to terminate the contract in writing at any time.

EMPLOYER acknowledges that, pursuant to Florida Statutes s. 30.2905, EMPLOYER is responsible for acts or omissions of employed off-duty deputy sheriff(s) while performing services for EMPLOYER. EMPLOYER agrees to indemnify MCSO against all claims, liabilities, loss, injury, death or damage whatsoever, including but not limited to attorney fees, on account or arising from any acts or omissions by off-duty deputy sheriff(s) employed under this agreement.

This agreement shall be binding on and inure the benefit of the heirs, personal representatives, successors, assigns, and insurers of the respective parties hereto. By signing below the signatory indicates that s/he has the requisite authority to bind EMPLOYER.

[This section intentionally left blank.]

DocuSign Envelope ID: 60B9EF50-9234-452C-B3B4-11D64ABE3A16

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their authorized representatives as of this date first afore written.

DocuSigned by:
Charles R. Wells
DD64DDC5BE09444...
Rick Wells, Sheriff of Manatee County

Date: 5/10/2023

APPROVED AS TO FORM
AND SUFFICIENCY

By: _____
Mitchell Teitelbaum, Esq.
General Counsel

Date: _____

SCHOOL BOARD OF MANATEE
COUNTY, FLORIDA

By: _____
Chad Choate III
Board Chair

Date: _____

By: _____
Cynthia Saunders
Superintendent

Date: _____

If you have any problems or questions regarding a deputy's work performance while employed by you, please contact:

Off-Duty Security Coordinator
Manatee County Sheriff's Office
600 301 Blvd W, Suite 202
Bradenton, FL 34205

(941) 747-3011, extension 2283
Fax (941) 744-3797
Offduty@manateesheriff.com

Please use the above numbers during normal business hours (8AM to 5PM) Monday through Friday. If, after normal business hours you experience a problem such as a deputy not showing up for a scheduled detail, please call 941-737-0671 and tell them of the situation.

If the employer wishes to not have a deputy return to work the detail, they shall write or fax a letter detailing the problem.

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APPENDIX "A"

SCHOOL DISTRICT OF MANATEE COUNTY

Type/Name of Event – Please describe the nature of your event (i.e., carnival, concert, traffic control, wedding, etc.) _____

Anticipated crowd size: 1-49 ☐ 50-149 ☐ 150-299 ☐ 300-599 ☐ 600-999 ☐
1000-1499 ☐ 1500-2499 ☐ 2500+ ☐

On-site security? Yes ☐ No ☐ Temporary or Special Event Permit? Yes ☐ No ☐

Alcohol sold? Yes ☐ No ☐ Alcohol served? Yes ☐ No ☐

Marked Unit required (light bar, MSO markings, etc)? Yes ☐ No ☐

WITNESSETH

WHEREAS, the said EMPLOYER desires to hire (number of) _____ Deputy Sheriffs in an off-duty capacity on the below indicated date(s) and times (if this is an on-going detail please indicate what days to schedule. i.e. Mondays, Fridays, etc).

Date: _____ Starting time: _____ End Time: _____
Date: _____ Starting time: _____ End Time: _____
Date: _____ Starting time: _____ End Time: _____
Date: _____ Starting time: _____ End Time: _____
Date: _____ Starting time: _____ End Time: _____
End Date: _____ (if on-going, leave blank)

Briefly describe the nature of the requested off-duty employment, i.e., provide security, manage traffic and/or crowd control:

_____
_____
_____
_____
_____
_____
_____
_____

DocuSign Envelope ID: 60B9EF50-9234-452C-B3B4-11D64ABE3A16

Location Name: _____ Gated community? Y ___ N ___

Address: _____

Special access codes or directions: _____

_____

_____

Location Contact: _____ Phone: _____

[This section intentionally left blank.]

AGENDA ITEM NO. 11.4

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Software Licenses Pertaining to Cyber-security, SDMC No. 24-0053-RG, Estimated in the Amount of $85,745.00

Executive Summary
The District requests approval to purchase an annual subscription license pertaining to cyber-security as discussed in the shade meeting of May 26, 2023.

The effective date of the agreement is July 1, 2023 and the annual renewal period will commence upon the effective date of the agreement.

The annual subscription fee is $80,745.00 with a one-time implementation fee of $5,000.00. Annual subscription renewals for 2024 will be at 0% increase, and all future year renewals will increase by no more than 3%.

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 2
Strengthen our new employee orientation and development program to foster, promote, and retain extraordinary educators and staff

Recommendation
The Superintendent recommends approval to purchase software licenses pertaining to cyber-security, SDMC No. 24-0053-RG, estimated in the amount of $85,745.00.

Financial Impact
The funding source for this expenditure is the General Fund and is included in the Information Technology Department proposed budget for 2023-2024.

Contact
Submitting Departments: Information Technology and Purchasing
Initiated By: Scott Hansen and Ruth Gruett

AGENDA ITEM NO. 11.5

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

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

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.

Financial Impact
There is no cost to the General Fund. The remaining net book value of $ $57,197.79 will be removed from the District's property records. 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 - 6-27-23

Tag Number	Descr	Serial ID	Acq Date	Tran Amt	NBV	Comment
291270	SECURITY SYSTEM OPENEYE	5155150	6/2/2016	$ 8,240.00	$ -	OBSOLETE
291620	MX-M365N	55019987	10/14/2015	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291621	MX-M365N	55007708	10/14/2015	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291622	MX-M365N	55009568	10/14/2015	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291623	MX-M365N	55019847	10/14/2015	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291624	MX-M365N	55019677	10/14/2015	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291625	MX-M365N	85132131	10/14/2015	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291626	MX-M365N	55007898	10/14/2015	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291627	MX-M565N	55015837	10/14/2015	$ 5,479.46	$ -	OBSOLETE, END OF LEASE
291628	MX-M565N	55014507	10/14/2015	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
291629	MX-M565N	55015597	10/14/2015	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
291630	MX-M565N	55015617	10/14/2015	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291631	MX-M565N	55015927	10/14/2015	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
291632	MX-M565N	55014857	10/14/2015	$ 7,775.14	$ -	OBSOLETE, END OF LEASE
291633	MX-C301W	53003808	10/14/2015	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291635	MX-C301W	53003238	10/14/2015	$ 2,657.30	$ -	OBSOLETE, END OF LEASE
291644	MX-M365N	55007968	10/14/2015	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
291645	MX-M365N	55007878	10/14/2015	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
291646	MX-M365N	55010008	10/14/2015	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
291647	MX-M365N	55009588	10/14/2015	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
291651	MX-5141N	55009918	10/14/2015	$ 7,775.10	$ -	OBSOLETE, END OF LEASE
291653	MX-M565N	55019650	4/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291654	MX-M565N	65013941	4/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291655	MX-M565N	55019640	4/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291656	MX-M565N	55019690	4/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291657	MX-365N	65006181	4/15/2016	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
291658	MX-365N	65005581	4/15/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
291659	MX-365N	65006051	4/15/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
291660	MX-365N	65006171	4/15/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
291661	MX-365N	65005611	4/15/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
291662	MX-4070N	55095000	4/15/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
291664	MX-365N	65005161	4/15/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
291665	MX-365N	65005601	4/15/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
291667	MX-C301W	63005731	4/15/2016	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
291668	MX-M365N	65018565	4/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291673	MX-M565N	65013671	4/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291674	MX-M565N	65013661	4/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291675	MX-M565N	65013511	4/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291676	MX-M565N	65013681	4/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291677	MX-M365N	65004221	4/15/2016	$ 6,530.29	$ -	OBSOLETE, END OF LEASE
291678	MX-M365N	65005591	4/15/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
291679	MX-3070N	5510441X	4/15/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
291680	MX-M365N	65005451	4/15/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
291682	MX-4070N	55094970	4/15/2016	$ 9,667.29	$ -	OBSOLETE, END OF LEASE
291683	MX-4070N	55094560	4/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291686	MX-M565N	65013521	4/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291689	MX-M565N	65013081	4/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
291690	MX-M565N	65013851	4/15/2016	$ 7,271.29	$ -	OBSOLETE, END OF LEASE
291691	MX-M565N	65013691	4/15/2016	$ 7,271.29	$ -	OBSOLETE, END OF LEASE
291692	MX-M565	65013841	4/15/2016	$ 9,366.29	$ -	OBSOLETE, END OF LEASE
291693	MX-C301W	63005751	4/15/2016	$ 2,657.30	$ -	OBSOLETE, END OF LEASE
291695	MX-M365N	65006061	4/15/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
294294	MX-4070N	6509365200	7/1/2016	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
294295	MX-M565N	6502305300	7/1/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294296	MX-M565N	6502281300	7/1/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294297	MX-3070N	65113884	7/1/2016	$ 6,530.29	$ -	OBSOLETE, END OF LEASE
294298	MX-M365N	65020883	7/1/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
294299	MX-M365N	65021523	7/1/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
294300	MX-M365N	65021093	7/1/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
294301	MX-M365N	65019563	7/1/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
294302	MX-4070N	5511131X	7/1/2016	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
294303	MX-M565N	65022663	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294304	MX-M565N	65023563	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294305	MX-M565N	65023533	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294306	MX-M565N	65023573	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294307	MX-M565N	65023553	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294308	MX-4070N	5511172X	7/1/2016	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
294309	MX-M565	65022673	7/1/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294310	MX-M565	65023803	7/1/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294311	MX4070N	551426X00	7/1/2016	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
294312	MX-M565N	65023363	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE

Tag Number	Descr	Serial ID	Acq Date	Tran Amt	NBV	Comment
294313	MX-M565N	65023743	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294314	MX-M565N	65022823	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294315	MX-M565N	65023823	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294316	MX-4070N	5511129X	7/1/2016	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
294317	MX-M565N	65023753	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294318	MX-M565N	65023143	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294319	MX-M565N	65013271	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294320	MX-4070N	6509254200	7/1/2016	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
294321	MX-M365N	6502108300	7/1/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
294322	MX-M365N	6501953300	7/1/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
294323	MX-M565N	65023253	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294324	MX-M565N	65023393	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294325	MX-M565N	65023093	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294326	MX-M565N	65022733	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294327	MX-M565N	65023793	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294328	MX-4070N	55093760	7/1/2016	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
294329	MX-M565N	65022743	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294330	MX-M565N	65023433	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294331	MX-M565N	65023723	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294332	MX-M565N	65023443	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294333	MX-M565N	65023083	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294334	MX-4070N	65125364	7/1/2016	$ 7,569.95	$ -	OBSOLETE, END OF LEASE
294335	MX-M565N	65023583	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294336	MX-M565N	65022683	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294337	MX-M565N	65023693	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294338	MX-M565N	65022863	7/1/2016	$ 5,178.29	$ -	OBSOLETE, END OF LEASE
294339	MX-4070N	65084816	12/15/2016	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
294340	MX-M365N	65006886	12/15/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
294341	MX-M365N	65006406	12/15/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
294342	MX-M365N	65007046	12/15/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
294343	MX-M365N	65006386	12/15/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
294344	MX-4070N	65110927	12/15/2016	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
294345	MX-M565N	65019947	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294346	MX-M565N	65020347	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294347	MX-M565N	65020657	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294348	MX-M565N	65020477	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294349	MX-4070N	65084826	12/15/2016	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
294350	MX-M565N	55007739	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294351	MX-M565N	5502430X	12/15/2016	$ 9,366.29	$ -	OBSOLETE, END OF LEASE
294352	MX-M565N	65012774	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294353	MX-M565N	5502431X	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294354	MX-4070	65110877	12/15/2016	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
294355	MX-M565N	65020687	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294356	MX-M565N	65020487	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294357	MX-M565N	65020727	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294358	MX-M565N	65020157	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294359	MX-M565N	65020147	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294360	MX-M565N	65020317	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294361	MX-M565N	65020067	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294362	MX-M565N	65020407	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294363	MX-4070N	65110847	12/15/2016	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
294364	MX-M565N	65020427	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294365	MX-M565N	65019927	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294366	MX-M565N	65020277	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294367	MX-M565N	65019937	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294368	MX-M565N	65020367	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294369	MX-M565N	65020737	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294371	MX-M565N	65013354	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294372	MX-M565N	5502385X	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294373	MX-M565N	65012784	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294374	MX-M565N	5502422X	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294375	MX-4070	65110997	12/15/2016	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
294376	MX-M565N	65013014	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294377	MX-M565N	65013024	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294378	MX-M565N	5502357X	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294379	MX-M565N	65012334	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294380	MX-4070N	6511076700	12/15/2016	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
294381	MX-M565N	5502367X00	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294382	MX-565N	5502335X	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294383	MX-M565N	6501237400	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294384	MX-M565N	5502305X00	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE

Tag Number	Descr	Serial ID	Acq Date	Tran Amt	NBV	Comment
294385	MX-4070N	65110937	12/15/2016	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
294386	MX-M565	65020717	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294387	MX-M565	65020587	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294388	MX-M565	65020307	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294389	MX-4070	65110657	12/15/2016	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
294390	MX-M565N	65020187	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294391	MX-M565N	65020397	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294392	MX-M565N	65020447	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294393	MX-M565N	65020417	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294394	MX-4070N	65110867	12/15/2016	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
294395	MX-565N	65020267	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294396	MX-565N	65020247	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294397	MX-565N	65020597	12/15/2016	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
294398	MX-M365N	65006866	12/15/2016	$ 6,530.29	$ -	OBSOLETE, END OF LEASE
294399	MX-M365N	65006376	12/15/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
294400	MX-3070N	65085047	12/15/2016	$ 4,658.38	$ -	OBSOLETE, END OF LEASE
295218	MX-M565N	65011669	2/15/2017	$ 5,479.38	$ -	OBSOLETE, END OF LEASE
295219	MX-M565N	65013739	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295220	MX-M565N	65013419	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295221	MX-M565N	65013409	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295222	MX-4070N	65064030	2/15/2017	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
295223	MX-M565N	65023413	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295224	MX-M565N	65013729	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295225	MX-M565N	65013759	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295226	MX-4070N	65063150	2/15/2017	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
295227	MX-M565N	65013749	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295228	MX-M565N	65013649	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295229	MX-4070N	65063420	2/15/2017	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
295230	MX-M565N	65013689	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295231	MX-M565N	65013349	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295232	MX-M565N	65013699	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295233	MX-4070N	65062720	2/15/2017	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
295234	MX-M565N	65013750	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295235	MX-M565N	65013820	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295236	MX-C301W	63026260	2/15/2017	$ 2,657.30	$ -	OBSOLETE, END OF LEASE
295237	MX-M565N	65013519	2/15/2017	$ 5,479.38	$ -	OBSOLETE, END OF LEASE
295238	MX-M565N	65011689	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295239	MX-M565N	65013499	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295240	MX-M565N	65013720	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295241	MX-4070N	6510603X	2/15/2017	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
295242	MX-M565N	65011719	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295243	MX-M565N	65011699	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295244	MX-M565N	65013359	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295245	MX-M565N	65013449	2/15/2017	$ 5,479.38	$ -	OBSOLETE, END OF LEASE
295246	MX-M565N	65013439	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295247	MX-M565N	65013539	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295248	MX-4070N	65063300	2/15/2017	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
295249	MX-M565N	65016988	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295250	MX-M565N	65001620	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295251	MX-M565N	65016998	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295252	MX-M565N	65001600	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295253	MX-4070N	65062860	2/15/2017	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
295254	MX-M565N	65013929	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295255	MX-M565N	65013730	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295256	MX-M565N	65013740	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295257	MX-M565N	65012259	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295258	MX-4070N	65062850	2/15/2017	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
295259	MX-M565N	65013710	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295260	MX-M565N	65011619	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295261	MX-M565N	65012959	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295262	MX-4070N	65062710	2/15/2017	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
295263	MX-M565N	65013670	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295264	MX565N	6501364000	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295265	MX-M565N	65013129	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295266	MX-M565N	65013779	2/15/2017	$ 5,479.38	$ -	OBSOLETE, END OF LEASE
295267	MX-M565N	65013779	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295268	MX-4070N	65110877	2/15/2017	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
295269	MX-M565N	65013609	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295270	MX-M565N	65013459	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295271	MX-M565N	65013660	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
295272	MX-M565N	65013619	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE

Tag Number	Descr	Serial ID	Acq Date	Tran Amt	NBV	Comment
295273	MX-M565N	65013800	2/15/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
304577	MX-M565N	75025085	8/31/2017	$ 5,851.25	$ -	OBSOLETE, END OF LEASE
304578	MX-M565	75025075	8/31/2017	$ 5,550.25	$ -	OBSOLETE, END OF LEASE
304579	MX-M365N	75004522	8/31/2017	$ 7,227.29	$ -	OBSOLETE, END OF LEASE
304580	MX-4070N	75065422	8/31/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
304581	MX-M565N	75024115	8/31/2017	$ 6,926.29	$ -	OBSOLETE, END OF LEASE
304582	MX-4070N	75064202	8/31/2017	$ 5,178.38	$ -	OBSOLETE, END OF LEASE
304583	MX-M565N	75024955	8/31/2017	$ 5,030.25	$ -	OBSOLETE, END OF LEASE
304584	MX-M365	75004732	8/31/2017	$ 5,030.25	$ -	OBSOLETE, END OF LEASE
304585	MX-M365	75005062	8/31/2017	$ 5,030.25	$ -	OBSOLETE, END OF LEASE
304586	MX-M365N	75004722	8/31/2017	$ 7,227.29	$ -	OBSOLETE, END OF LEASE
304587	MX-4070N	75065442	8/31/2017	$ 5,030.25	$ -	OBSOLETE, END OF LEASE
304589	MX-M365N	75005052	8/31/2017	$ 5,030.25	$ -	OBSOLETE, END OF LEASE
304590	MX-M565	75022965	8/31/2017	$ 5,550.25	$ -	OBSOLETE, END OF LEASE
304591	MX-M365N	75005672	8/31/2017	$ 5,030.25	$ -	OBSOLETE, END OF LEASE
304592	MX-M365	75004542	8/31/2017	$ 5,030.25	$ -	OBSOLETE, END OF LEASE
304593	MX-565N	75025215	8/31/2017	$ 5,851.25	$ -	OBSOLETE, END OF LEASE
304594	MX-4070N	75065402	8/31/2017	$ 7,227.29	$ -	OBSOLETE, END OF LEASE
304595	MX-565N	75025225	8/31/2017	$ 5,851.25	$ -	OBSOLETE, END OF LEASE
304596	MX-M365N	75004532	8/31/2017	$ 5,030.25	$ -	OBSOLETE, END OF LEASE
304597	MX-6070N	75061063	8/31/2017	$ 8,685.29	$ -	OBSOLETE, END OF LEASE
304598	MX-565N	75025205	8/31/2017	$ 5,851.25	$ -	OBSOLETE, END OF LEASE
304599	MX-M365N	75005152	8/31/2017	$ 5,030.25	$ -	OBSOLETE, END OF LEASE
304600	MX-4070N	75064192	8/31/2017	$ 7,227.29	$ -	OBSOLETE, END OF LEASE
304601	MX-M565N	75025385	8/31/2017	$ 5,550.25	$ -	OBSOLETE, END OF LEASE
304602	MX-M565N	75024945	8/31/2017	$ 5,550.25	$ -	OBSOLETE, END OF LEASE
304603	MX-M565N	75025195	8/31/2017	$ 5,550.25	$ -	OBSOLETE, END OF LEASE
304604	MX-4070N	75065132	8/31/2017	$ 7,227.29	$ -	OBSOLETE, END OF LEASE
304605	MX-M565N	75025185	8/31/2017	$ 5,550.25	$ -	OBSOLETE, END OF LEASE
304606	MX-M565N	75025175	8/31/2017	$ 5,550.25	$ -	OBSOLETE, END OF LEASE
408078	MX-5071	95124914	6/29/2019	$ 7,572.29	$ 5,859.48	OBSOLETE, END OF LEASE
408079	MX-M5070	95014074	6/29/2019	$ 5,178.29	$ 949.35	OBSOLETE, END OF LEASE
408080	MX-M5070	95013934	6/29/2019	$ 5,178.29	$ 949.35	OBSOLETE, END OF LEASE
408081	MX-M5070	95014004	6/29/2019	$ 5,178.29	$ 949.35	OBSOLETE, END OF LEASE
408082	MX-5071	95124964	6/29/2019	$ 7,572.29	$ 1,388.25	OBSOLETE, END OF LEASE
408083	MX-M5070	95027565	6/29/2019	$ 5,178.29	$ 949.35	OBSOLETE, END OF LEASE
408084	MX-M5070	95014054	6/29/2019	$ 5,178.29	$ 949.35	OBSOLETE, END OF LEASE
408085	MX-M5070	95012364	6/29/2019	$ 5,178.29	$ 949.35	OBSOLETE, END OF LEASE
408086	MX-M5070	95027655	6/29/2019	$ 5,178.29	$ 949.35	OBSOLETE, END OF LEASE
408087	MX-M5070	95014724	6/29/2019	$ 5,178.29	$ 949.35	OBSOLETE, END OF LEASE
408088	MX-5071	95124974	6/29/2019	$ 7,572.29	$ 1,388.25	OBSOLETE, END OF LEASE
408089	MX-M5070	95012654	6/29/2019	$ 5,178.29	$ 949.35	OBSOLETE, END OF LEASE
408090	MX-M5070	95014104	6/29/2019	$ 5,178.29	$ 949.35	OBSOLETE, END OF LEASE
408091	MX-M5070	95012614	6/29/2019	$ 5,178.29	$ 949.35	OBSOLETE, END OF LEASE
408092	MX-M5070	95014384	6/29/2019	$ 5,178.29	$ 949.35	OBSOLETE, END OF LEASE
408093	MX-M5070	95014124	6/29/2019	$ 5,178.29	$ 949.35	OBSOLETE, END OF LEASE
408094	MX-M5070	95013814	6/29/2019	$ 5,178.29	$ 949.35	OBSOLETE, END OF LEASE
408978/408097	MX-B455W	9F007125	6/29/2019	$ 2,884.29	$ 528.78	OBSOLETE, END OF LEASE
409532/408095	MX-B455W	9F006735	6/29/2019	$ 2,884.29	$ 528.78	OBSOLETE, END OF LEASE
411236/408096	MX-B455W	9F007195	6/29/2019	$ 2,884.29	$ 528.78	OBSOLETE, END OF LEASE
413015	MX-M7570	05000807	9/30/2020	$ 7,703.69	$ 2,246.91	OBSOLETE, END OF LEASE
413016	MX-M7570	05001207	9/30/2020	$ 7,703.69	$ 2,246.91	OBSOLETE, END OF LEASE
413017	MX-M7570	05001007	9/30/2020	$ 7,703.69	$ 2,246.91	OBSOLETE, END OF LEASE
413018	MX-4071N	03031975	9/30/2020	$ 7,514.09	$ 2,191.61	OBSOLETE, END OF LEASE
413019	MX-4071	85128310	9/30/2020	$ 7,514.09	$ 2,191.61	OBSOLETE, END OF LEASE
413020	MX-4071	03030715	9/30/2020	$ 7,514.09	$ 2,191.61	OBSOLETE, END OF LEASE
413021	MX-M7570	05001377	9/30/2020	$ 7,703.69	$ 2,246.91	OBSOLETE, END OF LEASE
413022	MX-M7570	05001197	9/30/2020	$ 7,703.69	$ 2,246.91	OBSOLETE, END OF LEASE
413023	MX-M5071	03013525	9/30/2020	$ 5,138.57	$ 1,498.75	OBSOLETE, END OF LEASE
413024	MX-M5071	03013545	9/30/2020	$ 5,138.57	$ 1,498.75	OBSOLETE, END OF LEASE
413026	MX-M4071	03031355	9/30/2020	$ 7,514.09	$ 2,191.61	OBSOLETE, END OF LEASE
413027	MX-4071	03031375	9/30/2020	$ 7,514.09	$ 2,191.61	OBSOLETE, END OF LEASE
413028	MX-4071	03031135	9/30/2020	$ 7,514.09	$ 2,191.61	OBSOLETE, END OF LEASE
413029	MX-4070N	9300515X	9/30/2020	$ 7,572.29	$ -	OBSOLETE, END OF LEASE
185249	PA SYSTEM BOGEN	4265	7/13/2006	$ 26,703.30	$ -	OBSOLETE
187254	OVEN BLODGETT CONVECTION GAS	062606RA009B	7/14/2006	$ 9,316.85	$ -	UNECONOMICAL TO REPAIR, AUCTION
193456	SCRUBBER CLARKE ENCORE FLOOR	FF3697	7/17/2007	$ 5,357.21	$ -	UNECONOMICAL TO REPAIR
200493	REFRIGERATOR TRUE TR1RPT1S1S	14418919	10/15/2007	$ 8,194.18	$ -	UNECONOMICAL TO REPAIR, AUCTION
223581	TELEPHONE SYSTEM ESI		8/31/2009	$ 73,113.00	$ -	OBSOLETE
223636	TELEPHONE SYSTEM ESI		4/9/2009	$ 25,567.00	$ -	OBSOLETE
238898	TABLE WELD FUME DOWNDRAFT 200M		1/8/2013	$ 6,530.00	$ -	OBSOLETE, AUCTION

Tag Number	Descr	Serial ID	Acq Date	Tran Amt	NBV	Comment
243309	BURNISHER NOBLES SPEEDGLEAM 20	10650278	9/25/2013	$ 5,189.00	$ -	UNECONOMICAL TO REPAIR
291580	LABDISC GLOBILSENS BOXLIGHT	LDCART0060	7/19/2016	$ 10,061.50	$ -	OBSOLETE
295094	STEAMER CLEVELAND CONVECTION	161023058364	2/22/2017	$ 17,744.00	$ 1,689.88	UNECONOMICAL TO REPAIR, AUCTION
310533	STEAMER CLEVELAND CONVECTION	180323051655	5/17/2018	$ 16,847.26	$ 4,612.98	UNECONOMICAL TO REPAIR, AUCTION
NO PR	MX-5070N	75090348		UNK	$ -	OBSOLETE, END OF LEASE
NO PR	MX-4070N	85113525		UNK	$ -	OBSOLETE, END OF LEASE
NO PR	MX-5070V	85132821		UNK	$ -	OBSOLETE, END OF LEASE
NO PR	MX-M565N	45016492		UNK	$ -	OBSOLETE, END OF LEASE
NO PR	MX-M565N	55026779		UNK	$ -	OBSOLETE, END OF LEASE
NO PR	MX-M754N	55006608		UNK	$ -	OBSOLETE, END OF LEASE
NO PR	MX-5070V	85112925		UNK	$ -	OBSOLETE, END OF LEASE
NO PR	MX-5070N	75090140		UNK	$ -	OBSOLETE, END OF LEASE
NO PR	MX-5070V	55009248		UNK	$ -	OBSOLETE, END OF LEASE
NO PR	MX-M565N	6502150X		UNK	$ -	OBSOLETE, END OF LEASE
NO PR	MX-M565N	55007111		UNK	$ -	OBSOLETE, END OF LEASE
NO PR	MX-M465N	5500212X		UNK	$ -	OBSOLETE, END OF LEASE
NO PR	MX-4071	03031315		UNK	$ -	OBSOLETE, END OF LEASE
NO PR	MX-C304W	03018563		UNK	$ -	OBSOLETE, END OF LEASE
NO PR	MX-M4071	03009535		UNK	$ -	OBSOLETE, END OF LEASE
NO PR	MX-C304W	03018583		UNK	$ -	OBSOLETE, END OF LEASE
				$ 1,767,264.47	$ 57,197.79	

AGENDA ITEM NO. 11.6

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Memorandum of Understanding (MOU) Between Florida Department of Health, Manatee County Health Department and the School District of Manatee County for the 2023-2024 School Year. No Financial Impact

Executive Summary
The State Heath Department, in collaboration with School Districts, has the primary responsibility for the school heath program. In Manatee County there has always been a shared responsibility between the Florida Department of Health, Manatee County Health Department, and the School District of Manatee County.

The School District of Manatee County is mandated to provide school health services to its students. Nurses from both the Florida Department of Health, Manatee County Health Department, and the School District of Manatee County have been jointly providing such services in District schools.

Job responsibilities for school nurses and clinic nurses are the same for both the Florida Department of Health, Manatee County Health Department, and the School District of Manatee County nurses. The services provided are defined in the "School Health Services Plan" which is approved by the Florida Department of Health, Manatee County Health Department, and the School District of Manatee County on a bi-annual basis.

The Florida Department of Health, Manatee County Health Department and the School District of Manatee County desire to maintain a strong working relationship to ensure the students of Manatee County School District are afforded the full benefits of the School Health Program.

A copy of the MOU is attached for review.

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

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

Recommendation
The Superintendent recommends approval of the renewal memorandum of understanding (MOU) between Florida Department of Health, Manatee County Health Department and the School District of Manatee County for the 2023-2024 school year, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Exceptional Student Education
Initiated By: Nicole Cox

Attachments:
MOU - Florida - Department of Health - Health Department

MEMORANDUM OF UNDERSTANDING BETWEEN FLORIDA DEPARTMENT OF HEALTH, MANATEE COUNTY HEALTH DEPARTMENT AND THE SCHOOL DISTRICT OF MANATEE COUNTY

This Memorandum of Understanding is entered into on July 1, 2023, between the School District of Manatee County, a public agency of the State of Florida, hereinafter referred to as "District," and the Florida Department of Health, Manatee County Health Department, an executive branch state agency or subdivision, hereinafter referred to as "Department," and together referred to as "Parties."

The Florida Department of Health, Manatee County Health Department provides medical and public health services in Manatee County including but not limited to Epidemiology, Immunizations, Tuberculosis Control, and School Health services.

The Department and School District of Manatee County have enjoyed a mutually beneficial relationship over past decades.

The District is mandated to provide school health services to its students. Nurses from both the Department and the District have been jointly providing such services in District schools through the School Health Program.

The School Health Program is staffed by a combination of the following positions:

- School Nurses: Registered Nurse (RN)
- Clinic staff: Licensed Practical Nurse (LPN), Medical Assistant (MA), and Unlicensed Assistive Personnel (UAP).

Each school clinic location in the District is staffed by an assigned School Nurse (RN) and clinic staff (LPN, MA or UAP). School Nurses (RN's) are provided by both the District and the Department; the job responsibilities for all School Nurses (RN's) are the same. Clinic staff positions (LPN's, MA's or UAP's) are provided solely by the District . The services provided by all positions are defined in the "School Health Services Plan" which is approved by the Department and the District School Board on a bi-annual basis.

The District and the Department desire to maintain a strong working relationship to ensure the students of District are afforded the full benefits of the School Health program.

This Memorandum of Understanding ("MOU") outlines the spirit and expectations of the partnership between the Department and District, and is not intended to be all inclusive but establishes the parameters for a successful relationship between the Parties.

I. Purpose:

This MOU outlines the ongoing relationship between District and the Department as it relates to the Florida Department of Health, School Health Program.

II. Term of MOU:

This MOU is effective on the date described above and continues until June 30, 2026. A subsequent MOU covering an additional year term will be pursued and completed prior to the termination of this current MOU. The District and the Department reserves their rights to terminate this MOU and any other subsequent amendments or renewals of this Agreement upon thirty days written notice.

III. District Responsibilities:

1. Providing the Department employees with office and clinic space, office furniture, phone access and support, computers, clinic supplies and equipment, use of copiers and printers for Department's employees in the schools to which they are assigned, or other facility or facilities as mutually determined by District and Department for effectively administering the School Health program.
2. The District will provide clinic staff coverage (LPN, MA, UAP) to Department's assigned school clinics after five (5) consecutive days of unplanned vacancy, including but not limited to vacancies due to sick call outs and staff emergencies. Vacancies due to scheduled absences of District clinic staff, including appointments and planned leave time, will be covered by District substitute clinic staff. If the School Nurse is unable to secure substitute coverage, the Department staff will provide coverage for up to two (2) days.
3. Assist in providing access to the email system, access to FOCUS, use of courier service, access to Department to social media tools, and technical support for Department staff.
4. Subject to F.E.R.P.A. and to the extent authorized by consent of the parent of a student under the age of 18 or by consent of the parent and student for a student over the age of 18, provide required reports and updated information regarding student, demographics, medical conditions in an electronic format to Department. This agreement remains in effect until the student is terminated from the program.

IV. The Department Responsibilities:

1. For nursing staff employed by Department working as School Nurses (RN's) in District schools, Department accepts all responsibilities associated with its employees unless provided by the School District, including but not limited to: payroll, tax obligations, and securing insurances.
2. School Nurses (RN's) employed by the Department will follow District procedures to secure substitute clinic staff coverage at their assigned school in the event of clinic staff absences. If the School Nurse is unable to secure substitute coverage, School Health program leadership at the District and Department will be notified.
3. School Nurse (RN) positions will to the ten (10) schools currently assigned to the Department.
4. Subject to Federal and/or State laws and regulations; including, but not limited to, §1002.22, Florida Statutes, the Family Educational Rights and Privacy Act of 1974, ("F.E.R.P.A"), as amended or updated, Department shall have the same access to data associated with former, prospective and/or enrolled students as the District nurses. All such information is considered confidential and therefore protected (collectively referred to as "Confidential Information"). Such Confidential

Information shall not be disclosed or shared with any third-party by Department, except as expressly authorized by law.

5. Department employees will comply with Jessica Lunsford Act (JLA)-Section 1012.465 and Section 1012.32 Florida Statutes.

V. Joint Responsibilities of the Department and District:

1. Maintain the integrity of the School Health program by treating employees, contractors and agents, volunteers, mentors, and students fairly without regard to race, color, sex, religion, national origin, age or disability.
2. Continuously monitor the program's progress to ensure quality and adequate resources.
3. Ensure the program is referred to as a joint partnership between Florida Department of Health, Manatee County Health Department and the Manatee County School District in Department of Health-Manatee publications.
4. Department employees will abide by The School Board of Manatee County Policy & Procedure Manual except where inconsistent with Florida Department of Health policies and procedures. The parties will work together to resolve any inconsistent policies to mutual satisfaction when discovered and will advise all affected employees of the resolution and resulting expectations.
5. The parties acknowledge and agree that the School Board, as political subdivision of the State of Florida, and the Florida Department of Health, Manatee County Health Department, are each sovereign entities that are by law immune from suit except to the extent specified in Section 768.28 Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

VI. Amendments:

Any modification, addition, or amendment to this Memorandum of Understanding by the Parties shall not be effective, except upon a written document signed by both parties.

IN WITNESS WHEREOF, the undersigned have been duly authorized to bind their respective Parties to this Memorandum of Understanding and have caused this Memorandum of Understanding to become effective as of the date noted above written.

FLORIDA DEPARTMENT OF HEALTH, MANATEE COUNTY HEALTH DEPARTMENT

By: _____ Date 05.16.2023
Jennifer Bencie, MD, MSA
County Health Officer

SCHOOL DISTRICT OF MANATEE COUNTY

By: _____ _____
Chad Choate III — Date
Chair

By: _____ _____
Cynthia Saunders — Date
Superintendent

Approved as to FORM:

By: _____ _____
William Kelley Date
Director of Risk Management

AGENDA ITEM NO. 11.7

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval to Renew the Memorandum of Understanding Between The Patterson Foundation and the School District of Manatee County for the 2023-2024 School Year, No Financial Impact

Executive Summary
This Memorandum of Understanding (MOU) is designed to outline the partnership between The Patterson Foundation and the School District of Manatee County.

This partnership strengthens data collection and analysis and the management processes needed to ensure that continuous process is made in areas that are supported by the Suncoast Campaign for Grade-Level Reading (SCGLR). These areas include improved attendance, decreased summer learning loss, improved school readiness.

The Patterson Foundation will provide $60,000.00 funding to the District to assist in funding a full-time data technology employee for 12 months who will provide the data and analysis (related to the areas above) requested by representatives of the SCGLR. It is not anticipated that data collection and analysis related to SCGLR will require this employee full time, and therefore, this employee may use the balance of his/her time to support the District's Data Department.

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

Ready To Learn | Goal 2
Utilize screening tools and evidence-based programs to support students with substantial reading needs, such as dyslexia

Recommendation
The Superintendent recommends the approval to renew the memorandum of understanding between The Patterson Foundation and the School District of Manatee County for the 2023-2024 school year, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Departments: Curriculum, Instruction and Assessment
Initiated By: Laurie Breslin

Attachments:
MOU School District of Manatee Patterson 2023

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PATTERSON FOUNDATION
AND
SCHOOL DISTRICT OF MANATEE COUNTY

This Memorandum of Understanding ("MOU") is made and entered into this first day of July 2023, by and between The Patterson Foundation ("TPF") and School District of Manatee County ("District"). This MOU is designed to outline the Partnership between the Parties and to outline each Party's needs and concerns. This agreement will expire at the end of the 2023-2024 school year. Parties acknowledge that this MOU is a continuation of the Partnership agreed upon and enacted in 2021-2022.

1. **Identification of TPF**. TPF is a wholly charitable trust governed by the laws of the State of Florida. TPF confirms that it is recognized by the Internal Revenue Service (the "IRS") as a tax- exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and as a private foundation within the meaning of Code Section 509(a). TPF's contact person for all matters relating to this Agreement is Beth Duda, Director, Suncoast Campaign for Grade-Level Reading. TPF's address to which any notice or other communication hereunder shall be sent is:

Beth Duda
The Patterson Foundation
2 North Tamiami Trail, Suite 206
Sarasota, Florida 34236

2. **Identification of School District of Manatee County**. The "District" is a political subdivision of the state of Florida organized under the laws of the State of Florida. The "District" contact person for all matters relating to this Agreement is Dr. Laurie Breslin, Executive Director of Curriculum and Professional Learning. The "District" address to which any notice or other communication hereunder shall be sent is:

Dr. Laurie Breslin
Executive Director of Curriculum and Professional Learning
School District of Manatee County 2501
63rd Avenue East
Bradenton, FL 34203

3. **The Partnership**. This Partnership has been created to strengthen data collection and analysis (excluding individual student data) and the management processes needed to ensure that continuous progress is made in areas that are supported by the Suncoast Campaign for Grade-Level Reading ("SCGLR"). These areas include:

- Improved Attendance
- Decreased Summer Learning Loss
- Improved School Readiness

In order to do this, under the terms of this MOU, TPF will provide funding to District to hire a full- time data technology employee for 12 months whose priority will be to provide the data and analysis (related to the areas above) requested by representatives of the SCGLR. It is not anticipated that data collection and analysis related to SCGLR will require this employee's full time, and therefore, this employee may use the balance of his/her time to support the District's data department.

The Patterson Foundation agrees to follow all School District of Manatee County's COVID-19 protocols.

4. **Responsible for Planning and Implementing the Funding Gift**. The following individuals are responsible for planning and implementing the work of this MOU and the Partnership:

- Beth Duda
  Director, SCGLR
  941-952-1413
  bduda@thepattersonfoundation.org

- Andrea Doggett
  Vice President, Community Impact United Way Suncoast
  941-932-8260
  ADoggett@uwsuncoast.org

- Dr. Laurie Breslin
  Executive Director of Curriculum and Professional Learning
  941-751-6550
  BreslinL2@manateeschools.net

5. **Use of Data.** The School District of Manatee County will provide data collection and aggregate analyses for student groups of 10 or more (excluding individual student data) and the management processes needed to ensure that continuous progress is made in areas that are supported by the provider. These areas include:

Elementary Schools:

- Improved attendance (10% cut-off, percent of students who have more than 10% absences)
- Decreased summer learning loss
- K-5 ELA & Math: Improved progress towards grade level proficiency on State Progress Monitoring Assessments (administered at beginning, mid-year, and end of year).
- 5th Science: Meeting State Proficiency

Use of Data: The data to be collected and analyzed, and then shared with the provider to be used to:

- Evaluate progress of the initiatives and programs
- Share progress
- Inform next steps

Timeline for data dissemination: Twice per year (January and June) for attendance data.

Twice per year: September/October and June for State Progress Monitoring data. Once per year: July for 5th Science

6. **Payments**. TPF agrees to make a funding gift to the "District" in the amount of $60,000, equal to 12 month's salary and benefits of this new position within 10 days of: 1) Confirmation and agreement of the total cost, and 2) Execution of this MOU.

7. **Budget**. n/a

8. **Communications Plan.** The parties to this Agreement, including their employees, partners and independent contractors, agree to use their best efforts to develop a collaborative Communications Strategy which will guide and control the dissemination of information about the Project by the parties.

The parties agree that such communications strategy, once adopted, may be modified, at any time and from time to time, by the mutual consent of the parties. In the absence of a communications strategy, either party can disseminate information about the Project upon receiving consent from the other party, and both parties agree to refrain from making disparaging or derogatory remarks to any third party about each other or any aspect of the project.

Use of TPF and SCGLR name, logo(s), mark(s), and acronyms shall be approved by TPF or its communication partner prior to its use.

9. **Obligations of the "District".** The "District" shall:
   a. Use funds to reimburse the District for employing this position;
   b. Recruit and hire for this position by July 1, 2023;
   c. Manage/oversee this position as with any employee of the District;
   d. Develop and adhere to the communications strategy;
   e. Meet quarterly with the SCGLR team which will include Dr. Laurie Breslin, Executive Director of Curriculum and Professional Learning, Beth Duda, Director, Suncoast Campaign for Grade-Level Reading, and Andrea Doggett, Vide President, Community Impact United Way Suncoast. The purpose of each meeting will be to monitor progress and discussion opportunities for continued improvement; and
   f. Use no portion of any Payment to carry on propaganda or otherwise attempt to influence legislation, to influence the outcome of a public election, to carry on a voter registration drive, to make a grant that does not comply with Code Section 4945(d)(3) or (4), or to finance an activity for any purpose other than the charitable purposes stated in Code Section 170(c)(2)(B).

10. **Early Dissolution of the Partnership.** In the event either Party desires to dissolve this relationship prior to the completion of the twelve ("12") months, the Party desiring the dissolution should discuss its reasons with the other Party, and provide a letter listing those reasons to determine an appropriate process for returning the balance of unused funds, for providing the data and analysis up to the date of dissolution, and other matters related to the Partnership.

11. **Entire Agreement.** This is the entire agreement and supersedes any prior agreements oral and/or in writing. Any modifications of this agreement must be in writing and mutually agreed to by all parties.

THE PATTERSON FOUNDATION

5-4-23

Debra Jacobs, President and CEO Date

5-4-2023

Beth Duda, Director Date
Suncoast Campaign for Grade-Level Reading

SCHOOL DISTRICT OF MANATEE COUNTY

Chad Choate III Date
Board Chair
School District of Manatee County

Cynthia Saunders Date
Superintendent
School District of Manatee County

Mitchell Teitelbaum Date
General Counsel
School District of Manatee County

AGENDA ITEM NO. 11.8

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval to Renew NoRedInk Licenses and Services, SDMC No. 24-0045-BS, Continued Procurement with Vendor, Estimated in the Amount of $160,000.00

Executive Summary
NoRedInk is designed to help Florida teachers provide a personalized learning experience that is driven by data and aligned to the B.E.S.T. standards and other national assessments. Included with this purchase is full access to NoRedInk's writing instructional platform, diagnostic tools, growth tracking tools, alignment to FL state standards, AP Language standards, ACT, SAT, and NWEA MAP, text-to-speech functionality, long form passage practice, Peer Review, Guided Drafts, and Self Review.

Site licenses will provide access to all secondary students and teachers in all content areas. There is an extensive library of materials that are mapped out to target high frequency test items, while also adjusting to meet students' individual needs overall. The SAT/ACT component can also be used for any secondary student who would like to practice test taking skills prior to taking the SAT/ACT, including those students who are working towards a concordant score for graduation.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The requested contract period is July 31, 2023 through June 30, 2024.

Historical Expenditures are as follows:

- YTD 2022-2023 $159,514.00

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

State Board Rule 6A-1.012(7) states, “The requirements for requesting bids from three (3) or more sources is hereby waived as authorized by Section 237.02, Florida Statutes, for the purchase of professional or educational services, educational tests, textbooks, printed instructional materials, computer software, films, reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution”.

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

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

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

Recommendation

The Superintendent recommends approval to renew NoRedInk licenses and services, SDMC No. 24-0045-BS, continued procurement with vendor, estimated in the amount of $160,000.00.

Financial Impact

The funding source for these expenditures will be CERP funds and is included in the Curriculum Departments proposed budget for the 2023-2024.

Contact

Submitting Departments: Curriculum and Purchasing Department
Initiated By: Laurie Breslin and Ruth Gruett

Attachments:
NoRedInk Quote

noredink

Order Form NRI-41665

Customer name: Manatee County School District

Primary contact name:
Laurie Breslin

Primary contact email:
breslinl2@manateeschools.net

NoRedInk Remittance Address for Checks:
NoRedink Corp
PO Box 92507
Las Vegas, NV 89193-2507

Billing address:
PO Box 9069
Bradenton, Florida 34206
United States

Will a PO be required? (If Yes, please provide form)

Billing email:

Billing contact name:

Service start date:
07-31-2023
Service end date:
06-30-2024
Payment terms:
Upfront
Billing terms:
Net 30

SUMMARY					
PRODUCT	DESCRIPTION	SALES PRICE	QTY	DISCOUNT	TOTAL PRICE
Live Virtual Training	Each virtual training session can have up to 20 teachers.	$550.00	12	0%	$6,600.00
NoRedInk Premium Site License - C	Carlos E Haile Middle School	$8,235.62	1	10%	$7,412.05
NoRedInk Premium Site License - C	R Dan Nolan Middle School	$8,235.62	1	10%	$7,412.05
NoRedInk Premium Site License - C	Electa Arcott Lee Magnet Middle School	$8,235.62	1	10%	$7,412.05
NoRedInk Premium Site License - C	Lincoln Memorial Middle School	$8,235.62	1	10%	$7,412.05
NoRedInk Premium Site License - D	W D Sugg Middle School	$9,333.70	1	10%	$8,400.33
NoRedInk Premium Site License - D	Braden River Middle School	$9,333.70	1	10%	$8,400.33
NoRedInk Premium Site License - D	Martha B King Middle School	$9,333.70	1	10%	$8,400.33
NoRedInk Premium Site License - D	Dr Mona Jain Middle School	$9,333.70	1	10%	$8,400.33
NoRedInk Premium Site License - E	Bayshore High School	$10,340.27	1	10%	$9,306.25
NoRedInk Premium Site License - E	Lakewood Ranch High School	$10,340.27	1	10%	$9,306.25
NoRedInk Premium Site License - E	Parrish Community High School	$10,340.27	1	10%	$9,306.25
NoRedInk Premium Site License - E	Buffalo Creek Middle School	$10,340.27	1	10%	$9,306.25
NoRedInk Premium Site License - E	Southeast High School	$10,340.27	1	10%	$9,306.25
NoRedInk Premium Site License	Manatee High School	$10,340.27	1	10%	

- E					$9,306.25
NoRedInk Premium Site License - E	Palmetto High School	$10,340.27	1	10%	$9,306.25
NoRedInk Premium Site License - E	Braden River High School	$10,340.27	1	10%	$9,306.25
NoRedInk Premium Student Licenses	Palm View K-8 School	$15.56	259	10%	$3,626.14
NoRedInk Premium Student Licenses	Louise R Johnson K-8 School of International Studies	$15.56	452	10%	$6,328.25
		TOTAL:			$154,253.91

- Start date will be as stated or later pending receipt of signatures and any required documents (PO and tax exempt certificates, as applicable).
- End date will be as stated or later to maintain the term length.
- If applicable, all unused Premium training services will expire annually on the service end date.
- Training dates can only be confirmed after order forms are signed by both parties.
- NoRedInk Premium may be unavailable for some portion of July for updates and data archives.
- If applicable, state sales tax will be added to your invoice unless proof of exemption has been received by NoRedInk prior to invoicing.

Please sign and return to: paige.whitlock@noredink.com

Contract terms: This Order Form incorporates and is subject to the Master Services Terms — collectively the “Agreement” — and constitutes a binding contract entered into by and between NoRedInk Corp. (“NoRedInk”), a Delaware corporation with its principal place of business at 548 Market Street, PMB 66984, San Francisco, CA 94105, and the entity listed below as client (“Client”). The Master Services Terms are available at: NoRedInk Master Services Agreement. The Data Protection Addendum is available at: NoRedInk Data Protection Addendum

NoRedInk Corp. Signature	Manatee County School District Signature
Signature:	**Signature:**
Name:	**Name:**
Title: Head of Customer Success	**Title:**
Date:	**Email:**
	Date:

AGENDA ITEM NO. 11.9

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

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

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

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

The lists for Teachers, Paraprofessionals, SAMP, AFSCME and Non-Bargaining for 2023-2024 school year are available at the School Support Center in Room 106.

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

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

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

Recommendation
The Superintendent recommends the approval of the appointments, change of assignments, promotions, reappointments, reassignments, resignations, retirements, suspensions, terminations, and transfers.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
HR Board Material 6.27.2023

Type		Information/Position/Location	Eff Date
Appointment/Admin			
	Morris, Lauren	Speech Language Pathologist Harllee Full Support Center **Range $58,922-$104,788**	6/26/2023
	Pannone, Stephen	Manager, Live Video Production Professional Support Center **Range $53,422-$95,439**	6/26/2023
	Wysong, Jason	Superintendent School Support Center	7/3/2023
Appointment/Para			
	Albritton, Ashley	Teacher Aide, ESE Myakka Elementary	8/2/2023
	Bravo, Janet	Teacher Aide, ESOL Haile Middle	8/2/2023
	Flores, Daphne	Teacher Aide, ESOL King Middle	7/23/2023
	Greubel, Amy	Teacher Aide, Pre-K Tara Elementary	8/2/2023
	Valentino, Isabelle	Teacher Assistant, Child Dev. Assoc. Tara Elementary	8/2/2023
Appointment/Prof			
Req. 9160	*Baxley, Kaitlynn*	Fourth Grade Teacher Bashaw Elementary **B.A. University of Florida**	8/2/2023
Req. 8827	*Burnham, Jessica*	Teacher, Music, ES Harvey Elementary **B.A. Clearwater Christian College**	8/2/2023
Req. 9210	*Durshimer, Margo*	Counselor, HS Braden River High **Ed.S. Argosy University**	8/2/2023
Req. 8986	*Foster, Dawn*	Teacher, Business Technology Lee Middle **M.S. Strayer University**	8/2/2023
Req. 8875	*Freitag, Oksana*	Kindergarten Teacher Bayshore Elementary	8/2/2023

Type		Information/Position/Location	Eff Date
		M.A. Odessa St. Conservatory, Ukraine	
Req. 9060	*Garrett-Harden, Samantha*	First Grade Teacher Daughtrey Elementary **B.A. Indiana University**	8/2/2023
Req. 9196	*Hazlewood, Cassandra*	Fourth Grade Teacher Bashaw Elementary **B.A. Brock University**	8/2/2023
Req. 8847	*Howard, Isabel*	Teacher, Pre-K Handicapped Miller Elementary **B.A. University of South Florida**	8/2/2023
Req. 9105	*Huffman, Erin*	Kindergarten Teacher Stewart Elementary **B.A. Western Illinois University**	8/2/2023
Req. 8608	*Korschun, Martha*	Teacher, ASD Moody Elementary **B.A. Southern New Hampshire Univ.**	8/2/2023
Req. 9341	*Lopez-Ruiz, Stephanie*	Fourth Grade Teacher Blackburn Elementary **M.A. University of South Florida**	8/2/2023
Req. 8930	*Lyle, Lauren*	Teacher, Music, MS King Middle **B.A. Florida Southern College**	8/2/2023
Req. 9106	*Maclay, Lauren*	Teacher, Pre-K Integrated Bayshore Elementary **M.A. Long Island University**	8/2/2023
Req. 8963	*McCarthy, Heather*	Second Grade Teacher McNeal Elementary **B.A. Eastern Mennonite University**	8/2/2023
Req. 9130	*Mendiola, Melissa*	Student Support Specialist Bayshore Elementary **Ed.D. Capella University**	8/2/2023
Req. 8487	*Muldoon, Michael*	ESE Specialist Professional Support Center **M.Sp.Ed. Peabody College**	8/2/2023

Type		Information/Position/Location	Eff Date
Req. 8763	*Naylor, Amanda*	Kindergarten Teacher Harvey Elementary **B.A. University of Central Florida**	8/2/2023
Req. 8726	*Olmstead, Rachael*	Fifth Grade Teacher Bayshore Elementary **M.A. University of Phoenix**	8/2/2023
Req. 8975	*Regula, Megan*	Teacher, Dual Language, ES Daughtrey Elementary **B.A. Saint Vincent College**	8/2/2023
Req. 8715	*Restrepo, Jessica*	Fourth Grade Teacher Bayshore Elementary **M.A. Southern New Hampshire Univ.**	8/2/2023
Req. 8744	*Shelby, Tiara*	Teacher, Mathematics, MS Lee Middle **M.A. Georgetown College**	8/2/2023
Req. 8773	*Willitt, Jade*	Teacher, Music, MS Nolan Middle **B.A. Florida State University**	8/2/2023
Appointment/Supp			
	Clifton, Tammy	Bus Aide Matzke Support Center	6/12/2023
	Noppenberg, Michael	Grounds Maintenance Manager Matzke Support Center	5/30/2023
	Nunn, Shenna	Assistant Manager, FDS, Floater Wakeland Support Center	8/1/2023
	Reddy, Brenda	School Nurse, LPN Ballard Elementary	8/2/2023
	Voye, Debra	Guidance Clerk Parrish Community High	5/30/2023
Promotion/Admin			
	Bradshaw, Robert Daniel	From: Assistant Principal, HS Palmetto High To: Interim Principal, HS ~~Braden River High,~~ Parrish Community High	7/1/2023 Corrected 6/14/2023

Type		Information/Position/Location	Eff Date
Resignation during Investigation			
	Dugre, Brittany	Classroom Sub Myakka Elementary	5/16/2023
Resignation/Admin			
	Robinson, April	School Coordinator Samoset Elementary	6/2/2023
	Woodburn, Robert	Bookstore Manager Manatee Technical College	7/1/2023
Resignation/Para			
	Atkinson, Madison	Teacher Assistant, ES Palmetto Elementary	5/31/2023
	Cottom, Joshua	Teacher Aide, ESE Tillman Elementary	5/31/2023
	Desmarais, Lori	Teacher Aide, ESE Haile Middle	5/31/2023
	Diaz Reyes, Emeli	Teacher Aide, ESE Horizons Academy	4/28/2023
	Hall, Valerie	Teacher Aide, ES Palma Sola Elementary	5/31/2023
	Kawula, Olivia	Teacher Aide, ESE Tara Elementary	5/31/2023
	Spikes, Takayla	Teacher Aide, ESE King Middle	5/31/2023
Resignation/Prof			
	Aube, Paige	Teacher, Art, ES Daughtrey Elementary	5/31/2023
	Biber, Jessica	Fourth Grade Teacher Tillman Elementary	5/31/2023
	Boleska, Brittany	Teacher, Physical Education, ES Daughtrey Elementary	5/31/2023
	Burnham, Jessica	Teacher, Music, ES Harvey Elementary	8/2/2023
	Camarda, Heather	Teacher, Pre-K Handicapped	7/1/2023

Type	Information/Position/Location	Eff Date
	Kinnan Elementary	
Campos, Brittnee	Fourth Grade Teacher Palm View K-8	7/31/2023
Giustino, Alicia	Teacher, VE/SC Kinnan Elementary	5/31/2023
Greene, Brianna	Teacher, Hearing Impaired Professional Support Center	5/31/2023
Greene, Pamela	Teacher, Reading, HS Southeast High	5/31/2023
Gundersheimer, Lee	Teacher, VE Southeast High	5/31/2023
Hagood, Melissa	First Grade Teacher Tara Elementary	5/31/2023
Hart, Vera	Teacher, Language Arts, HS Braden River High	5/31/2023
Hegewisch, Lindsay	Fifth Grade Teacher Myakka Elementary	6/2/2023
Hirshman, Emily	Teacher, ESE, Department Chair Horizons Academy	5/31/2023
Hixson, Yovary	Fourth Grade Teacher Kinnan Elementary	5/31/2023
Lubbers, Jess	Teacher, Language Arts, HS Braden River High	5/31/2023
Martin, Jaimie	First Grade Teacher Samoset Elementary	5/31/2023
Pletincks, Alexis	Teacher, Music, HS Bayshore High	5/31/2023
Powers, Erin	Third Grade Teacher Samoset Elementary	5/31/2023
Rode, Skye	Teacher, Pre-K Handicapped	5/31/2023

Type		Information/Position/Location	Eff Date
		Miller Elementary	
	Rose, Joshua	Teacher, Social Studies, HS Manatee High	5/31/2023
	Smith, Tina	Teacher, Social Studies, HS Southeast High	5/31/2023
	Taylor, Madison	Kindergarten Teacher Kinnan Elementary	5/31/2023
	Yarnell, Crystal	Counselor, MS Braden River Middle	6/3/2023
Resignation/Supp			
	Alvarez, Sylvia	School Nurse, LPN Samoset Elementary	5/27/2023
	Banks, Richard	Custodian 8 Hr. Professional Support Center	6/7/2023
	Curtis, Celeste	Food Service Worker - 6 Hr. Haile Middle	5/31/2023
	Dennis, Jennifer	School Secretary I, 12 Mo. Manatee Technical College	6/10/2023
	Landers-Ackerman, Fran	Food Service Worker - 6 Hr. Daughtrey Elementary	5/27/2023
	Presa, Angelo	Jr. Accountant Professional Support Center	7/22/2023
	Rojas De Dorin, Yamile	Food Service Worker - 6 Hr. Harvey Elementary	5/31/2023
	Wilson, Dina	Food Service Supervisor Wakeland Support Center	6/24/2023
	Zebracki, Cathy	Custodian 8 Hr. Sea Breeze Elementary	6/9/2023
Retirement/Admin			
	Severson, Beth	Specialist/Manager Instrctn. Curric. Professional Support Center **35 Years**	7/1/2023
Retirement/Para			

Type		Information/Position/Location	Eff Date
	Martin-Bobrek, Karen	Teacher Aide, ESE Manatee High **29.4 Years**	8/1/2023
Retirement/Prof			
	Bacon, Nancy	Media Specialist, ES Ballard Elementary **33 Years**	7/1/2023
	Grim, Kathleen	IB Coordinator Southeast High **21 Years**	5/31/2023
	London, Roy	Teacher, Art, ES Willis Elementary **20.7 Years**	5/31/2023
	Miller, Patrick	Teacher, Agriculture/Nat. Resources Lincoln Middle **18 Years**	6/1/2023
	Moss, Karen	Teacher, Pre-K Handicapped Palma Sola Elementary **24.9 Years**	6/1/2023
	Nez, Frank	Fourth Grade Teacher Oneco Elementary **22 Years**	5/31/2023
	Walace, Wayne	Teacher, Dropout Prevention, MS Buffalo Creek Middle **21 Years**	8/1/2023
	Warne, Kelly	Teacher, Art, ES Oneco Elementary **40 Years**	7/1/2023
	Williams, Beth	Teacher, Language Arts, HS Palmetto High **19 Years**	8/1/2023
Retirement/Support			
	Ballard, Joseph	Bus Driver Matzke Support Center **2 Years**	5/31/2023
	Garcia, Martha	Secretary, Instruction Curriculum	6/3/2023

Type		Information/Position/Location	Eff Date
		Professional Support Center **7 Years**	
	Lord, Richard	Food Service Worker - 5 Hr. Daughtrey Elementary **2.47 Years**	6/1/2023
Termination/Para			
	Sailes, Daniaya	Teacher Aide, ES Manatee Elementary	5/6/2023
Termination/Prof			
	Wilcher, Pamela	Third Grade Teacher Bayshore Elementary	5/19/2023
Termination/Support			
	Gonzalez Zelaya, Melanie	Teacher Aide, ESOL Bayshore Elementary	5/18/2023
	Lubbers, Samantha	Guidance Clerk Braden River High	5/12/2023
Transfer/Admin			
	Flores, Cynthia	From: Teacher, Pre-K Handicapped Braden River Elementary To: Early Learning Spec. Compliance Professional Support Center	7/1/2023
	Wagner, (Paul) Doug	From: Deputy Superintendent, Ops. School Support Center To: Director, Manatee Tech. College Manatee Technical College	7/1/2023
Transfer/Para			
	Concepcion, Orlando	From: Teacher Aide, ESOL Rogers Garden-Bullock Elementary To: Teacher Aide, ESOL Miller Elementary	8/2/2023
	Hedge, Pandy	From: Teacher Aide, ESE Kinnan Elementary To: Teacher Aide, ESE Williams Elementary	8/2/2023
	Johnson, William	From: Classroom Sub Lee Middle To: Teacher Aide, HS Palmetto High	8/2/2023
	Mercado, Livdalisse	From: School Bookkeeper, 10.5 Mo.	7/23/2023

Type		Information/Position/Location	Eff Date
		Abel Elementary To: Teacher Aide, ES Abel Elementary	
	Swem, Cathie	From: Teacher Aide, ESE, One-on-One Palm View K-8 To: Teacher Aide, ESE, One-on-One Williams Elementary	8/2/2023
Transfer/Prof			
	Anges, Kali	From: College & Career Advisor Southeast High To: Student Support Specialist Myakka Elementary	7/9/2023
	Angstadt, Sandy	From: Third Grade Teacher Miller Elementary To: Third Grade Teacher Anna Maria Elementary	7/9/2023
	Bratton, Kamille	From: Second Grade Teacher Blackburn Elementary To: Student Support Specialist Blackburn Elementary	7/1/2023
	Brigance, Cynthia	From: Reading Coach, ES Manatee Elementary To: Teacher, Resource Bayshore Elementary	7/9/2023
	Brumby, Jessica	From: Student Support Specialist Ballard Elementary To: Student Support Specialist Williams Elementary	8/2/2023
	Daddeo, Cassandra	From: Counselor, ES Daughtrey Elementary To: Counselor, ES Rogers Garden-Bullock Elementary	8/2/2023
	Ellis, Vickie	From: Media Specialist, ES Oneco Elementary To: Second Grade Teacher Mills Elementary	8/2/2023
	Garcia, Frances	From: Third Grade Teacher	7/1/2023

Type	Information/Position/Location	Eff Date
	Blackburn Elementary To: Kindergarten Teacher Blackburn Elementary	
Heasley, Cherie	From: Fourth Grade Teacher Rogers Garden-Bullock Elementary To: Fourth Grade Teacher Ballard Elementary	8/2/2023
Henderson, Deanna	From: Teacher, Science, MS Jain Middle To: Teacher, Science, HS Parrish Community High	7/9/2023
Highers, Jamie	From: Second Grade Teacher Miller Elementary To: First Grade Teacher Stewart Elementary	7/10/2023
Huffman, Julia	From: Third Grade Teacher Daughtrey Elementary To: Third Grade Teacher Rogers Garden-Bullock Elementary	8/2/2023
Jeffcoat, Sarah	From: Fourth Grade Teacher Daughtrey Elementary To: Fourth Grade Teacher Miller Elementary	8/2/2023
Kruse, Kimberly	From: Fifth Grade Teacher Mills Elementary To: Teacher, Reading, HS Parrish Community High	7/9/2023
Lander, Alice	From: Third Grade Teacher McNeal Elementary To: Teacher, Gifted Tara Elementary	7/9/2023
Lewis, Ashley	From: Second Grade Teacher Harvey Elementary To: Third Grade Teacher Palma Sola Elementary	8/2/2023
Martinez, Svetlana	From: Teacher, ESOL Resource	8/2/2023

Type	Information/Position/Location	Eff Date
	Samoset Elementary To: Teacher, ESOL Resource Bayshore High	
Money, Kaitlin	From: Fourth Grade Teacher Bashaw Elementary To: Teacher, EBD/SC Braden River High	7/9/2023
Post, Earl	From: Teacher, Social Studies, HS Parrish Community High To: Student Support Specialist Parrish Community High	7/1/2023
Post, Kristy	From: Teacher, Reading, MS Sugg Middle To: Teacher, Reading, HS Parrish Community High	7/9/2023
Ramon, Samantha	From: Fourth Grade Teacher Daughtrey Elementary To: Fifth Grade Teacher Palmetto Elementary	7/9/2023
Rupp, Michael	From: Classroom Sub Bayshore High To: Teacher, Mathematics, HS Bayshore High	7/10/2023
Sietsma, Susan	From: Teacher, Science, MS Sugg Middle To: Teacher, Social Studies, HS1 Manatee High	8/2/2023
Snyder, Brooklyn	From: Fifth Grade Teacher Daughtrey Elementary To: Fifth Grade Teacher Rogers Garden-Bullock Elementary	8/2/2023
Stranovsky, Alena	From: Third Grade Teacher Daughtrey Elementary To: Fourth Grade Teacher Rogers Garden-Bullock Elementary	8/2/2023
Strom, Cary	From: Teacher, VE	8/2/2023

Type		Information/Position/Location	Eff Date
		Harllee Full Service Center To: Teacher, Dropout Prevention, MS Sugg Middle	
	Turner, Megan	From: Fifth Grade Teacher Braden River Elementary To: Fifth Grade Teacher Mills Elementary	8/2/2023
	Tyrrell, Jennifer	From: First Grade Teacher Sea Breeze Elementary To: Second Grade Teacher Harvey Elementary	8/2/2023
	Vicens, Sarah	From: Kindergarten Teacher Oneco Elementary To: Kindergarten Teacher Miller Elementary	8/2/2023
	Yawn, Alison	From: Kindergarten Teacher Bashaw Elementary To: Third Grade Teacher Harvey Elementary	8/2/2023
	Youse, Jason	From: Fifth Grade Teacher Williams Elementary To: Testing Administrator Horizons Academy	8/2/2023
Transfer/Support			
	Colvin, Elizabeth	From: Cafeteria Manager I, Floater Wakeland Support Center To: Cafeteria Manager II Bayshore Elementary	8/1/2023
	Deleon, Sasha	From: School Bookkeeper, 10.5 Mo. Oneco Elementary To: Registrar I Professional Support Center	6/11/2023
	Edwards, Karen	From: Food Service Worker - 6 Hr. Williams Elementary To: Food Service Worker - 6 Hr. Parrish Community High	8/1/2023
	Garcia, Jackeline	From: School Bookkeeper, 10.5 Mo.	7/10/2023

Type		Information/Position/Location	Eff Date
		Bayshore Elementary To: Senior School Secretary Bayshore Elementary	
	Goff, Sarah	From: School Bookkeeper, 10.5 Mo. Moody Elementary To: School Clerical Assistant, 10 Mo. Moody Elementary	7/24/2023
	Kiser, Connie	From: School Bookkeeper, 10.5 Mo. Lee Middle To: Guidance Clerk Lee Middle	5/28/2023
	Kretkowski, Jessica	From: School Bookkeeper, 12 Mo. Parrish Community High To: Account Specialist, MTC Manatee Technical College	6/11/2023
	Liemann, Michelle	From: Cafeteria Manager I, Floater Wakeland Support Center To: Cafeteria Manager II Samoset Elementary	8/1/2023
	Lopez, Flora	From: Custodian 8 Hr. Parrish Community High To: Custodian 8 Hr. Manatee Technical College East	5/28/2023
	Pateno, Ronelyn	From: Food Service Worker - 5 Hr. Lakewood Ranch High To: Food Service Worker - 6 Hr. Harvey Elementary	8/1/2023
	Rodriguez, Hildamaris	From: Custodian 8 Hr. Sugg Middle To: Custodian 8 Hr. Lee Middle	5/28/2023
	Silas, Parthenia	From: Food Service Worker - 6 Hr. Moody Elementary To: Food Service Worker - 6 Hr. Harvey Elementary	8/1/2023
	Staton, Tiffany	From: Cafeteria Manager I	8/1/2023

Type	Information/Position/Location	Eff Date
	Harllee Full Support Center To: Cafeteria Manager II Daughtrey Elementary	
Villafrance, Jannel	From: Tech Service Desk Specialist School Support Center To: Senior School Secretary Blackburn Elementary	5/28/2023

AGENDA ITEM NO. 11.10

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

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

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

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

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

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

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

Recommendation
The Superintendent recommends approval of the report of teachers out-of-field content, reading, ESOL (English for Speakers of Other Languages), and/or long-term substitutes.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
OOF Content BM 6.27.2023
OOF ESOL BM 6.27.2023

OOF Content BM 6.27.2023				
EMPLOYEE_NAME	SCHOOL_DESCR	JOB_CODE_DESCR	OOF Description	Due Date
Hunter,Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2025
Smith,Carleen M.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	9/22/2024
Frank,Anna	Blackburn Elementary School	Tchr, VE	Exceptional Student Education K-12	5/31/2024
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	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
Narvaez,Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2024
Hunter,Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2024
Goodhue,Susan	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	3/21/2024
Whittaker,Teresa M.	Horizons Academy	Tchr, Culinary Arts	Art K-12	2/9/2024
Armer,Harry	King Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	2/8/2024
Hunter,Stephanie	Bashaw Elementary School	Tchr, VE/SC	Elementary Education K-6	2/6/2024
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
Von Versen,Vanessa	Blackburn Elementary School	Tchr, Fifth Grade	Elementary Education K-6	2/5/2024
Braendel,Patricia C	Prine Elementary School	Tchr, VE/SC	Elementary Education K-6	2/5/2024
Lovin,Tara Williams	Daughtrey Elementary School	Tchr, VE/SC	Elementary Education K-6	2/1/2024
Altes,Amanda Jade	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	1/24/2024
McNear,Koral	Tillman Elementary School	Tchr, Second Grade	Elementary Education K-6	1/22/2024
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, Fourth Grade	Elementary Education K-6	1/8/2024
Broom,Sara Anne	Prine Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	12/21/2023
Nolin,Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	12/13/2023
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 2	12/13/2023
Miller,Craig Louis	King Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	11/28/2023
Ralston,Emily	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	11/28/2023
Price,Kavious D	Manatee High School	Tchr, VE	Exceptional Student Education K-12	11/28/2023
Braun,Natalie Mary	Parrish Community High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	11/28/2023
Patton-Roark,Bruce Kerry	Manatee Elementary School	Tchr, Second Grade	Elementary Education K-6	10/31/2023
Birakis,Christina Marie	Lee 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, Fifth Grade	Elementary Education K-6	10/22/2023
Woellmer,Brittney T	Oneco Elementary School	Tchr, First Grade	Elementary Education K-6	10/17/2023
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
Russell,Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 3	10/5/2023
Lejarzar,Gary Wayne	Tillman Elementary School	Tchr, Fifth Grade	Elementary Education K-6	10/4/2023
Dykes,Corinne D	Horizons Academy	Tchr, VE	Art K-12	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, VE	Elementary Education K-6	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, VE	Mathematics 6-12	10/2/2023
Robinson,Tamya	Lincoln Memorial Middle School	Tchr, Technology	Engineering and Technology Education	9/26/2023
Gobbo,Gabriella M	Abel Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	5/31/2023
Coberly,Wendy	Bashaw Elementary School	Tchr, Pre-K Integrated	PreKindergarten/Primary Education PK-3	5/31/2023
Frank,Anna	Blackburn Elementary School	Tchr, VE	Elementary Education K-6	5/31/2023
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
Bock,Michael	Braden River High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2023
Reeves,Zachary	Braden River High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	5/31/2023
James,Kaitlyn	Daughtrey Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2023
Geldmaker,Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2023
Bock,Jessie Rey	Gullett Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2023
Baucom,Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2023
Byrd,Angelik M	Horizons Academy	Tchr, VE	Exceptional Student Education K-12	5/31/2023
Collier,Robert	Lakewood Ranch High School	Tchr, Technology	Engineering and Technology Education	5/31/2023
Chacon,Anna	Manatee Elementary School	Tchr, Pre-K	PreKindergarten/Primary Education PK-3	5/31/2023
Couvertier Mojica,Martha	Manatee Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2023
Hamilton,Sabrina	Manatee Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2023
Jackman,Jeremy	Manatee Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2023
Negroni,Ivette	Manatee Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	5/31/2023
Torchia,Whitney G.	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	5/31/2023
Keen,Christine N.	Myakka Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2023
Brod,Leah Bea	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2023
Fishman,Farrah	Oneco Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2023
Solano,Gabriella Renee	Oneco Elementary School	Tchr, First Grade	Elementary Education K-6	5/31/2023
Campos,Brittnee	Palm View K-8 School	Tchr, Fourth 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, Kindergarten	PreKindergarten/Primary Education PK-3	5/31/2023
Hrubes,Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2023
Narvaez,Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2023
Zuluaga,Diana	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	5/31/2023

Collins,Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2023
Collins,Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	5/31/2023
Ehresmann-Dryer,Gail	Stewart Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	5/31/2023
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	5/31/2023
Hunter,Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2023
Buchek,Tiffany Brea	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	2/28/2023
Byrd,Angelik M	Horizons Academy	Tchr, VE	Elementary Education K-6	2/9/2023
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
Nolin,Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/13/2022
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 1	12/13/2022
Diss,Amy	Braden River Middle School	Tchr, Family & Cnsumr Sciences	Middle Grades Mathematics 5-9	11/29/2022
Nueva,Abigail Salazar	Miller Elementary School	Tchr, VE/SC	Elementary Education K-6	11/21/2022
Franklin,Katrina N.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	11/1/2022
Krell,Samantha	Lakewood Ranch High School	Tchr, Language Arts, HS	Social Science 6-12	10/21/2022
Wilkes,Bernard	Lakewood Ranch High School	Tchr, Social Studies, HS	Social Science 6-12	10/21/2022
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/16/2022
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	10/11/2022
Weingold,Kevin	Buffalo Creek Middle School	Tchr, VE/SC	Exceptional Student Education K-12	10/7/2022
Murphy,Jack R	Buffalo Creek Middle School	Tchr, Social Studies, MS	Social Science 6-12	10/7/2022
Boyd,Stephanie	Jain Middle School	Tchr, Social Studies, MS	Middle Grades English 5-9	10/5/2022
Russell,Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 2	10/5/2022
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	10/5/2022
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, Fifth Grade	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, Fifth Grade	Exceptional Student Education K-12	5/31/2022
Rogers,Kharma	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2022
Calcorzi,Angel A.	Bayshore Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2022
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Walton,Ronald J.	Blackburn Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2022
Dowling,Jennifer	Braden River Middle School	Tchr, Mathematics, MS	Elementary Education K-6	5/31/2022
Geldmaker,Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2022
Geldmaker,Stephanie	Freedom 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 1	5/31/2022
Vasiliou,Gina	Harvey 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
Baity,Reggie	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	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
Torchia,Whitney G.	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	5/31/2022
Brod,Leah Bea	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2022
Brod,Leah Bea	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2022
Pippin,Tami Lynn	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Cummins,Kristy Lynne	Parrish Community High School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	5/31/2022
Hudson,Le' Nora Lateisha	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2022
Benjoud,Omar	Southeast High School	Tchr, VE	Exceptional Student Education K-12	5/31/2022
Darland,Deborah G	Southeast High School	Tchr, VE	Elementary Education K-6	5/31/2022
Rodgers,Susan D.	Sugg Middle School	Tchr, Reading, MS	Middle Grades General Science 5-9	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
Pope,Eleanor S.	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2022
John,Melissa K.	Williams Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2022
Buchek,Tiffany Brea	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	2/28/2022
Storm,Megan	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	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
Russell,Jessica M	Jain Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	10/30/2021
Ortiz,Joan P.	Nolan Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/21/2021
Pellicone,Jessica	Samoset Elementary School	Tchr, Art, ES	Art K-12	10/20/2021

Siegel,Kristin M.	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	10/19/2021
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/16/2021
Motlow-Newhall,Melanie G.	Blackburn Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/8/2021
Wallace,Wayne H.	Buffalo Creek Middle School	Tchr, Dropout Prevention, MS	Middle Grades English 5-9	10/8/2021
Miller,Akilla L.	Manatee High School	Tchr, Science, HS	Biology 6-12	10/8/2021
Searls,Darvin L.	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	10/8/2021
Butcher,John S.	Sugg Middle School	Tchr, ESOL Resource	Middle Grades English 5-9	10/8/2021
Russell,Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 1	10/5/2021
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	10/5/2021
Bailey,Michael C.	Braden River High School	Tchr, Emotion/Behavr Disabil	Mathematics 6-12	10/4/2021
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades English 5-9	10/3/2021
Matyasi,Matthew	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	Middle Grades General Science 5-9	10/2/2021
Mezzina,Sabrina Lisa	King Middle School	Tchr, VE	Elementary Education K-6	10/1/2021
Boardman,Kerri	Braden River Elementary School	Tchr, VE/SC	Elementary Education K-6	9/27/2021
Uhlinger,Chad C.	Braden River Middle School	Tchr, Mathematics, MS	Mathematics 6-12	9/23/2021
Forero,Emily T	Gullett Elementary School	Tchr, Second 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
Vasquez,Andrea C	Braden River High School	Tchr, World Language, HS	Elementary Education K-6	5/31/2021
Reeves,Patricia	Braden River Middle School	Tchr, Social Studies, MS	Middle Grades Mathematics 5-9	5/31/2021
Leonard,Angela C.	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 3	5/31/2021
Keats,Michelle	Freedom Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2021
Klaput,Joseph	Haile Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	5/31/2021
Gibson,Joseph W.	Haile Middle School	Tchr, Art, MS	Engineering and Technology Education	5/31/2021
Vonseggern,Byron	Haile Middle School	Tchr, Science, MS	Exceptional Student Education K-12	5/31/2021
Carpenter,Ashley Shea	Harvey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	5/31/2021
Soudijn,Cheryl A.	Johnson K-8 Sch of Int Studies	Tchr, Pre-K Integrated	Exceptional Student Education K-12	5/31/2021
Galati,Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2021
Bomar,Brittani J.	Kinnan Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	5/31/2021
Gardner,Kelly Sanford	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2021
Bracciano,Kathryn E	Manatee High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Egyed,Peter P.	Manatee High School	Tchr, Emotion/Behavr Disabil	Art K-12	5/31/2021
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 2	5/31/2021
Aguado,Sarah Elizabeth	Moody Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2021
Molchany,Megan E	Nolan Middle School	Tchr, Autism Spectrum Disorder	Middle Grades English 5-9	5/31/2021
Mullins,Robert	Palm View K-8 School	Tchr, Technology	Engineering and Technology Education	5/31/2021
Pippin,Tami Lynn	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 1	5/31/2021
McIntosh,Maria Gabriela- Ramirez	Palma Sola Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2021
Sutton,Sierra K.	Palmetto Elementary School	Tchr, Fourth Grade	Exceptional Student Education K-12	5/31/2021
Greene,Caitlyn J	Parrish Community High School	Tchr, Agriculture/Nat Resrcs	Middle Grades General Science 5-9	5/31/2021
Rosario,Wilfredo	Sable Acad Behavioral Learning	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2021
Muntz,Steve Marshall	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2021
Swinkels,Katherine	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Rodgers,Susan D.	Sugg Middle School	Tchr, Reading, MS	Middle Grades Mathematics 5-9	5/31/2021
Pope,Eleanor S.	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2021
Martinez,Stephanie Lynn	Willis Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2021
Devlin,Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 3	5/30/2021
Steinberg,Brittney S	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 2	5/1/2021
Buchek,Tiffany Brea	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	2/28/2021
Highley,Tamara J.	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	2/7/2021
Brust,Doris	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	Art K-12	2/7/2021
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
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	11/5/2020
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	Tchr, Science, HS	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
Rodgers,Susan D.	Sugg Middle School	Tchr, Reading, MS	Middle Grades English 5-9	6/10/2020
Leonard,Angela C.	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 2	5/31/2020
Huffman,Julia Marie	Daughtrey Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2020
Zachary,Cassidy	Freedom Elementary School	Tchr, VE	Exceptional Student Education K-12	5/31/2020
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 1	5/31/2020
Hair,Robbin J.	Samoset Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	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
Steinberg,Brittney S	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 1	5/1/2020
Mainer,Angela K	Buffalo Creek Middle School	Tchr, Business Technology	Elementary Education K-6	5/1/2020

Bailey,Beth	ESE	Tchr, Hearing Impaired	Elementary Education K-6	5/1/2020
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
Caravan,Roxane	Lakewood Ranch High School	Tchr, Drama, HS	Art K-12	3/4/2020
Dillahay,Olivia J.	Tara Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	3/1/2020
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
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	11/5/2019
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
Trefil,Elsa D.	Williams Elementary School	Tchr, VE	Elementary Education K-6	10/12/2019
Yueng-Nieves,Kathryn Paula	Freedom Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	10/5/2019
King,Christopher T.	Haile Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	10/3/2019
Turi,Amanda N.	Palm View K-8 School	Tchr, VE	Elementary Education K-6	10/3/2019
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	Social Science 6-12	9/18/2019
Devlin,Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 1	8/1/2019
Greene,Nailah D.	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	5/31/2019
Silva,John L.	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2019
Bigler,Cynthia L.	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2019
Bailey,Michael C.	Braden River High School	Tchr, Emotion/Behavr Disabil	Social Science 6-12	5/31/2019
Leonard,Angela C.	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 1	5/31/2019
Rivers,Santiego M.	Lincoln Memorial Middle School	Tchr, Dropout Prevention, MS	Exceptional Student Education K-12	5/31/2019
Fearon,Victoria A.	Palm View K-8 School	Tchr, Language Arts, MS	Elementary Education K-6	5/31/2019
Davies,Jenna Elizabeth	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	5/31/2019
Deppen,Julie	Willis Elementary School	Tchr, Third Grade	Middle Grades English 5-9	5/31/2019
Cobb,Jennifer L.	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/30/2019
Pellicone,Jessica	Samoset Elementary School	Tchr, Art, ES	Engineering and Technology Education	3/20/2019
Thill,Katherine Lynne	Freedom Elementary School	Tchr, Fourth Grade	Elementary Education K-6	3/2/2019
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	Middle Grades General Science 5-9	9/18/2018
Williams,Tara	Braden River Middle School	Tchr, VE	Social Science 6-12	9/5/2018
Henderson,Deanna	Jain Middle School	Tchr, Science, MS	Social Science 6-12	9/5/2018
Mercado,Giovanna	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	7/13/2018
Frech,Aaron	Sugg Middle School	Tchr, Social Studies, MS	Elementary Education K-6	6/30/2018
Maddox,Annette S.	Rogers Garden-Bullock ES	Tchr, Intellctual Disabilities	Elementary Education K-6	2/6/2006

OOF ESOL BM 6.27.2023				
EMPLOYEE_NAME	SCHOOL_DESCR	JOB_CODE_DESCR	OOF Description	Due Date
Jacox,Brianna A	Abel Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Muniz,Meghan Faith	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Nelson,Jacquelyn B	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
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, Second Grade	ESOL End. Class 1	8/1/2024
Wylie,Frances C	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Danko,Olivia	Bashaw Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Ketterman,Jared	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Prucnell,Jennifer	Bashaw Elementary School	Tchr, Kindergarten	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, First Grade	ESOL End. Class 1	8/1/2024
Case,Denise Kruger	Braden River Elementary School	Tchr, Dual Language, ES	ESOL End. Class 1	8/1/2024
Mulcahy,Catherine	Braden River Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2024
Moore,Monica	Braden River High School	Tchr, Other Classroom	ESOL End. Class 3	8/1/2024
Rochester,Eddie	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
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
Harris,Jessica Daria	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Jeffcoat,Sarah N	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Palkovich,Emily G	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Ravn,Rachelle	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Bellew,Vanessa Sue	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Lopez-Pacheco,Brittaney	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
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
Evers,Robin M	Johnson K-8 Sch of Int Studies	Tchr, VE	ESOL End. Class 1	8/1/2024
McNary,Amanda L	Johnson K-8 Sch of Int Studies	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
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
Davis,Andrea	Lincoln Memorial Middle School	Tchr, Emotion/Behavr Disabil	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
Amanfi,Kwame	Miller Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Boender,Jill J	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Bohannon,Rebeckah N	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Casaclang,Aileen	Miller Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Marello,Amanda	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Wade,Victoria	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Montero,Anicel	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Batiz,JoAnne	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Smith,Gracyn Paige	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
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, Third Grade	ESOL End. Class 1	8/1/2024
Sullivan,Alexandra	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
AVILA,ANGELITA YBARRA	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Blanco,Elizabeth A	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Ruch,Jacquelyn Joy	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Taleff,Jessica Marie	Oneco Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2024
Curnutte,Carla	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Van Horn,Brenda	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
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
Blalock,Michael	Parrish Community High School	Tchr, Science, HS	ESOL End. Class 1	8/1/2024

Carper,Sydni Ann	Parrish Community High School	Tchr, Reading, 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, Third Grade	ESOL End. Class 1	8/1/2024
Kotler,Michelle	Prine Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2024
Blanco-Lopez,Aidaliz	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Chindamo,Carina	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Toso,Claudia Lucia	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Viverito,Christin	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Hoyden,Melanie	Sea Breeze Elementary School	Tchr, Kindergarten	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
Cobb,Lucieann	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
McElroy,Jeannine	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2024
Facer,Rebecca	Tillman Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Hammond,Sarah	Williams Elementary School	Tchr, Third 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, First Grade	ESOL End. Class 1	8/1/2024
Bartlett,Keary Ann	Witt Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2024
Li,Stephanie	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/24/2024
Brown,Robin	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/23/2024
Tinl,Maleah L	Palm View K-8 School	Tchr, Language Arts, MS	ESOL End. Class 1	1/10/2024
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, Fourth 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, Third Grade	ESOL End. Class 1	8/1/2023
Simpson,Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2023
Tobias,Kayla	Abel Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
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, Reading, ES	ESOL End. Class 1	8/1/2023
Nobile,Selina	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Callahan,Heather	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Perry,Sarah A.	Bayshore High School	Tchr, VE	ESOL End. Class 3	8/1/2023
Chanelo Rodriguez,Edith Rocio	Blackburn Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Bono,Noelle	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Messer,Kathleen	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Buechner,Danielle	Daughtrey Elementary School	Tchr, First Grade	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	Freedom Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Milazzo,Lauren	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Olsen,Kaitlynn M	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Riffle,Jennifer Lynn	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Williams,Jarrett Dean	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Schultz,Erin	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Williams,Jaime	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Arsalai,Sadaf M	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2023
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, Third Grade	ESOL End. Class 1	8/1/2023
Vanderford,Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Mynatt,Jessica	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2023
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
Meyer,Mary K	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Cole,Emily Jean	McNeal Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Flesche,Kathryn L.	McNeal Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Byrne,Adrianna Marie	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Kammou,Hadda	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Kolomiychenko,Vyacheslav	Moody Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2023
Scirrotto,Ronda S	Moody Elementary School	Tchr, Fifth Grade	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, Third Grade	ESOL End. Class 1	8/1/2023
Van Dyke,Carolyn Louise	Oneco Elementary School	Tchr, Resource	ESOL End. Class 1	8/1/2023
George,Jenna	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Akers,Jennifer Kaye	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Hyde,Katherine	Parrish Community High School	Tchr, Physical Educ, HS	ESOL End. Class 3	8/1/2023
Jordan,Andrea	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Mazelin,Caitlin	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Burton,Carolyn P.	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2023
Barber,Coleman	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Crowley,Alicia	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Harvey,Chondra Tootle	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Peace,Elizabeth	Sea Breeze Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Warren,David O'dell	Sea Breeze Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Anioce,Swenson	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Hogue,Kenneth Carrington	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Hogue,Rebekah	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Baialardo,Sonny	Stewart Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Hamilton-Smith,Lookerisha	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2023
Feliciano,Sarah	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Kerchner,Lisa	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Light,Michelle B	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
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
Lavigne,Jamie	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Garber,Valerie Janelle	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
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
Morales-Correa,Meagan	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Bratton,Kamille J	Blackburn Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Bryant,Andre L.	Braden River Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2022
Collins,Jessica	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2022
Richardson,Madison L	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2022
Ramon,Samantha	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Thompson,Monique	Freedom Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2022
Anderson,Jessica L	Gullett 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
Gomes,Lisa	Kinnan Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2022
Coetzee,Nicolette M	Lakewood Ranch High School	Tchr, Social Studies, HS	ESOL End. Class 1	8/1/2022
Gimmi,Alexander	Lakewood Ranch High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2022
O'Brien,Susan	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Guzman Colon,Wenik	Lee Middle School	Tchr, World Language, MS	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, VE/SC	ESOL End. Class 1	8/1/2022
Angstadt,Sandy	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Highers,Jamie S.	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Murphy,Bonnie H	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Childress,Ashley N	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Austin,Taylor Nicole	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Weems,Kristen Marie	Myakka Elementary School	Tchr, Third Grade	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, Second Grade	ESOL End. Class 1	8/1/2022

Vicens,Sarah Lyn	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2022
Deans,Sara S	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Murphy,Matthew	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
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, Other Classroom	ESOL End. Class 1	8/1/2022
Walter,Maddison Claire	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Collins,Asia Marie	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Jimenez,Katty	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2022
Gallegos,Tiffany Jade	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2022
Tackett,Laura Katherine	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Thomas,Tanya L.	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/1/2021
Walker,Michael F.	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/1/2021
Cardozo,Chelsea A.	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Davidson,Spirit Marie	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Hardin,Kerri Nicole	Ballard Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Werneke,Teresa Lynn	Ballard Elementary School	Tchr, Second Grade	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
Rodgers,Laura	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Schroeder,Claire Anna	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2021
Autrey,Stacy	Freedom Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Lane,Barbara Ann	Freedom Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2021
Pawlik,Lauren Yasia	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
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
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
Lund,Ashley Elizabeth	Manatee Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2021
Baker,Matthew	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2021
Stollar,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
Saavedra,Amy Jo	Moody Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2021
Walker,Angela Marie	Moody Elementary School	Tchr, Second 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, First 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
Alvarado,Olga C	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Ortega,Tabitha	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Best,Rebecca	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
DePatie,Alison Layne	Parrish Community High School	Tchr, Language Arts, 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
Williams,Bradley Matthew	Parrish Community High School	Tchr, Science, 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
Haacke,Karen	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Heasley,Cherie Michelle	Rogers Garden-Bullock ES	Tchr, Fourth 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, Third 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

Thomas,Katrina Ellen	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Cartwright,Elizabeth G.	Southeast High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2021
Frederick,Donna	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2021
Jackson,Brandi L.	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2021
Boone,Jennie Elizabeth	Witt Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Brooks,Josiah	Witt Elementary School	Tchr, Music, ES	ESOL End. Class 3	8/1/2021
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, Fourth Grade	ESOL End. Class 1	8/1/2020
Gump,Tracey K.	Abel Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2020
Cruz De Diego,Maria Jesus	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Pond,Kelli	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Haun,Sarah Elizabeth	Blackburn Elementary School	Tchr, Reading, ES	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
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
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
Peters,David A.	Harvey Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2020
Bean,Sophie	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
Winfield,Meigan W.	King Middle School	Tchr, Language Arts, MS	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
Ferreira,Rebecca A	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2020
Hale,Anne	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2020
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
Severo,Pamela	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Schmitz,Lucas Mark	Palma Sola Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2020
Smith,Olivia Nicole	Palma Sola Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2020
Tschiember,Darlene	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2020
Santiago,Loida	Palmetto 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
Alberry,Erika L.	Rogers Garden-Bullock ES	Tchr, VE/SC	ESOL End. Class 1	8/1/2020
McGoldrick,Alyssa	Samoset Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2020
Salem Tomaselli,Sarah Elizabeth Diana	Samoset Elementary School	Tchr, Resource	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, First 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
Zinzi,Nathan Michael-Adam	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2020
Post,Kristy	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2020
Russ,Carrie N.	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2020
Ruiz,Justin	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2020
Connolly,Karen M.	Williams Elementary School	Tchr, Pre-K Handicapped	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	Samoset Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	7/1/2020
Galletta,Kimberly C.	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	4/24/2020
Townsend,Emily B.	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 4	2/20/2020
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
Mckenzie,Stephanie Kay	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2019
Boggs,Olivia J.	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Erby,Lisa Denise	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, Third Grade	ESOL End. Class 1	8/1/2019
Cochran,Elizabeth Mikala	Braden River Elementary School	Tchr, Third Grade	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
Cromartie-Pindell,Doris W	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2019
Ventling,Olivia C.	Daughtrey Elementary School	Tchr, First 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
Chalmers,Wendi Lynn	Haile Middle School	Tchr, Language Arts, MS	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, Second Grade	ESOL End. Class 1	8/1/2019
Luck,Michelle M.	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2019
Coston,William F	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	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, Kindergarten	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, Kindergarten	ESOL End. Class 1	8/1/2019
Jones,Kimberly Ann	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Miller,Melanie A.	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2019
Paternostro,Nicole	Parrish Community High School	Tchr, Other Classroom	ESOL End. Class 1	8/1/2019
Small,Tyler P.	Parrish Community High School	Tchr, Reading, HS	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
Bixler,Kathleen A.	Rogers Garden-Bullock ES	Tchr, Second 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
Anderson,Megan Marie	Tara Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Collett,Dana	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2019
Hubley,Jennifer D.	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2019
Rulhe,Heather Lyn	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2018
Clark,Julie L	Blackburn 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
Noll,Adrienne Christine	Freedom Elementary School	Tchr, Fourth 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	Tchr, Reading, MS	ESOL End. Class 1	8/1/2018
Chmielewski,Brenda K	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2018
Gilbert,William	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2018
Sirota,Leigh M.	Mills Elementary School	Tchr, Fifth Grade	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, Third Grade	ESOL End. Class 1	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
Kudelko,David M.	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2016
Rueping,Melissa M.	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2016
Holmes,Harold	Oneco Elementary School	Tchr, Emotion/Behavr Disabil	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, Fifth Grade	ESOL End. Class 1	8/1/2015
Waldrop,Stephanie K.	Mills Elementary School	Tchr, Second 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, Kindergarten	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
Assha,Paola	Buffalo Creek Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2012
Baxter,Maurice R.	Manatee Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2012
Lyons,Kathleen M.	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	7/1/2012
Lovewell,Chad Jonas	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	6/7/2012
Nickerson,Susan Victoria	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/11/2012
D'Urso,Maureen F	Palmetto High School	Tchr, VE	ESOL End. Class 1	4/19/2011
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
Morris,Amy E.	Miller Elementary School	Tchr, VE	ESOL End. Class 1	10/25/2007
Aadson,Tatyana B.	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2007
Lynch,Sarah M.	Stewart Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	4/26/2006
Ralston,Tammy M.	Braden River High School	Tchr, VE	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
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
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, ESOL Resource	ESOL End. Class 1	8/21/1997

OOF Reading BM 6.27.2023				
EMPLOYEE_NAME	SCHOOL_DESCR	JOB_CODE_DESCR	OOF Description	Due Date
Ranck,Kerri	Parrish Community High School	Tchr, Reading, HS	Reading Endorsement	8/2/2023
Rumph,Sylvia A.	Sugg Middle School	Tchr, VE/SC	Reading Endorsement	5/31/2023
Wetherson,Mitchell	Bayshore Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Gray,Donna L	Blackburn Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Bertsch,Alison H.	Braden River Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Cappiello,Xiomara	Braden River Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Earnest,Megan E.	Braden River Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Kil,Wendy Marie	Braden River Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Walker,Amber B.	Braden River Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Furman,Jan Cary	Daughtrey Elementary School	Tchr, VE	Reading Endorsement Class 1	11/1/2021
Keller,Erika M.	Daughtrey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Carson,Ashley	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Engelberger,Kristie M.	Freedom Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Galbraith,Jessica N.	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Kiker,Kari L.	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Rogers,Christina S.	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Sanborn,Kelli B.	Freedom Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Watts,Ruth A.	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Wilson,Ariane A.	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Wilson,Eugena C.	Freedom Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Byrne,Karin D.	Gullett Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Enrique,Samantha Ann	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Gil,Katherine Anne	Gullett Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Harp,Sarah E.	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Holloway,Jackie L.	Gullett Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Lewis,Jenna M.	Gullett Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Mcdaniel,Rebecca A.	Gullett Elementary School	Tchr, Gifted	Reading Endorsement Class 1	11/1/2021
Miller,Ashlee	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Peterson,Hope Elizabeth	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Turner,Rhonda W.	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Whitfield,Kelli L.	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Kerwin,Sandra	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Murphy,Judy	Johnson K-8 Sch of Int Studies	Tchr, First Grade	Reading Endorsement Class 2	11/1/2021
Engram,Lisa L.	Manatee Elementary School	Tchr, Resource	Reading Endorsement Class 1	11/1/2021
Lardas,Stephan J.	Manatee Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Sutherland,Angela	Manatee Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Vazquez,Jessica Bolduc	Manatee Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Berninger,Andrea M.	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Chapman,Kristen E.	McNeal Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Dubendorf,Michelle	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Freeman,Stacy D.	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Germer,Jeannine M.	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Gregory,Sara L.	McNeal Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Hughes,Angela L.	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Laport,Lisa J.	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Samson,Jodi N.	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Smith,Elizabeth A.	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Sheehan,Randi Renee	Miller Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Brendel,Bobbi Jo	Oneco Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Gruwell,Lorena Y.	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Pollard,Sharran Y.	Oneco Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Leverenz-Pikulski,Debra A.	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Newsome,Gwendolyn L.	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Vines,Janet	Palm View K-8 School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Chapelle,Nequita R.	Palma Sola Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Garcia,Rebecca R.	Palma Sola Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Lagasse,Elizabeth L.	Palmetto Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Rosario,Paula S.	Palmetto Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Ujvari,Adrienn	Palmetto Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021

Babakarkhil,Jessica Rose	Prine Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Crosby,Lauren G.	Prine Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Phillips,Ashley M.	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
White,Charlie A.	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Crowley,Susan A.	Samoset Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Humphrey,Rebecca	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Platt,Dawn Salvitti	Samoset Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Stoddart,Donna	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Brack,Elizabeth K.	Witt Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Bulfin,Cheryl A.	Witt Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Burke,Catherine A.	Witt Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Cadle,Mryia Ann	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Houston,Amanda J.	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Spence,Lesley S.	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Trivedi,Palak	Witt Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Wilder,Kim A.	Witt Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Mccoy,Vivian	Braden River Middle School	Tchr, Mathematics, MS	Reading Endorsement Class 1	9/21/2021
Spisak,Stephen E.	Buffalo Creek Middle School	Tchr, Social Studies, MS	Reading Endorsement Class 1	5/31/2021
Compton,Kathryn Lee	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2019

AGENDA ITEM NO. 11.11

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept, and Expend the 2023-2024 Perkins V Postsecondary Grant in the Amount of $264,256.00

Executive Summary
The Strengthening Career and Technical Education for the 21st Century Act (Perkins V), Career and Technical Education Postsecondary Programs Section 132 is funded by the Strengthening Career and Technical Education for the 21st Century Act (Perkins V), Title I and the Workforce Investment Act, Section 503. The purpose of the Perkins Postsecondary grant is to develop more fully the academic and technical skills of postsecondary education students who elect to enroll in career and technical education (CTE) programs. This is an entitlement grant. The program year 2023-2024 is the fourth year of a four-year grant cycle. The School Board of Manatee County is allocated an estimated $264,256.00 (allocation is contingent on Florida's 2023 federal award). The postsecondary grant will support postsecondary CTE at Manatee Technical College.

A copy of the grant application 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 to apply, accept, and expend the 2023-2024 Perkins V Postsecondary Grant in the amount of $264,256.00.

Financial Impact
There is no cost to General Fund. All activities under this grant are funded by federal Perkins V dollars at no material expense to the District. This grant will bring the District an estimated $264,256.00 for the period July 1, 2023 to June 30, 2024.

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

Attachments:
Perkins Postsecondary Grant Application 2023-2024, Board Date 062723

Florida Department of Education
Project Application

Please return to:	A) Program Name:	DOE USE ONLY
Florida Department of Education upload into Office of Grants Management (OGM) ShareFile folder **AgencyNumber_AgencyName_ _XXB005_submit**	Perkins V — Postsecondary **TAPS NUMBER:** 24B005	Date Received
B) Name and Address of Eligible Applicant: Manatee County School District 215 Manatee Ave. W. Bradenton, FL 34205		**Project Number (DOE Assigned)**

C) Total Funds Requested:	D) *Applicant Contact & Business Information*	
$264,256	Contact Name: **Dr. Paul Gansemer, Exec. Director, Adult CTE;** Fiscal Contact Name: **Rochelle Maningas, Grants Accountant**	Telephone Numbers: **941.751.6550, ext. 43206** **941.708.8770, ext. 41148**
	Mailing Address: **Manatee County School District, 215 Manatee Ave. W. Bradenton, FL 34205**	E-mail Addresses: **gansemerp@manateeschools.net** **maningasr@manateechools.net**
DOE USE ONLY	Physical/Facility Address: **MTC, 6305 E. State Road 70, Bradenton, FL 34203**	UEI number: **XKGXG94KMH65** FEIN number: **59-6000728**

CERTIFICATION

I, Cynthia Saunders, *(Please Type Name)* as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application 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) Cynthia Saunders (May 9, 2023 09:21 EDT)

Signature of Agency Head — Pending Board Approval

Superintendent — Title

05/09/2023 — Date

DOE 100A

ATTACHMENT B
Perkins V: 2023-2024 Program of Study

Program Name:		Program Code and/or CIP	Participating Schools and Institutions	Accelerated Credit Opportunity(ies)
Secondary	*Middle School:*			
	High school: Building Trades and Construction Design Technology	8722000	Bayshore High School, Palmetto High School	Building Trades and Construction Design Technology 1-3 (8722010, 8722020, 8722030): Building Construction Assistant BCV0080 Building Trades and Construction Design Technology 4 (8722040): Carpentry and Masonry Technician BCV0081
Postsecondary	*Registered Apprenticeship:*			
	***Technical College/Center*:** Building Trades and Construction Design Technology	C100100	Manatee Technical College	OCP-A: ETI1701 Industrial Safety—3 credit hours; BCN2230 Building Construction Materials and Methods—3 credit hours. OCP-B: BCT2770 Building Construction Estimating—3 credit hours. NCCER Statewide Articulation
	FCS Institution: Construction Management Technology	1646041201	State College of Florida Manatee-Sarasota (SCF)	
	University: Construction Management /Engineering		University of South Florida (USF)	

ATTACHMENT E

2023–2024 Postsecondary CTE Assurances

Applicants must thoroughly read the assurances and acknowledgements prior to determining whether to submit an application. If an applicant is awarded funds, the applicant will become a grantee and must agree to all terms and conditions herein.

The agency head must initial each item in the space provided. Failure to assure compliance with each of the following requirements will result in the rejection of the application.

Manatee County School District , hereby acknowledge and agrees to the statements below.
Name of Grantee

A. Career and Technical Education Instructional and Programmatic Assurances

The Grantee agrees:

PG PG CS CS 1. To use the Florida Career and Technical Education Curriculum Frameworks located at http://www.fldoe.org/academics/career-adult-edu/career-tech-edu/curriculum-frameworks/ in accordance with Rule 6A-6.0571 to plan, deliver and assess instruction.

PG PG CS CS 2. To ensure that all postsecondary career and technical education instructors and faculty employed by school districts meet the minimum requirements and abide by the provisions set forth in the applicable sections in Chapter 1012 Personnel of the Florida Statutes; or (for FCS institutions)

PG PG CS CS 3. To ensure that all career and technical education instructors and faculty meet the minimum credential requirements set forth by the FCS institution's Board of Trustees and the Southern Association of Schools and Colleges (if applicable) and abide by the provisions in Chapter 1012, Subpart B of the Florida Statutes.

PG PG CS CS 4. To provide local professional development as defined in Perkins V Section 3(40) for staff and faculty and ensure participation in state-provided professional development and meetings as appropriate and deemed mandatory by the state.

PG PG CS CS 5. To offer at least one program of study (Sec. 134(b)(2)) that meets all of Florida's Programs of Study Standards at http://www.fldoe.org/academics/career-adult-edu/Perkins/ProgramsofStudy.stml.

PG PG CS CS 6. To collaborate with local workforce development boards and other local workforce agencies, one-stop delivery systems described in Section 121(e)(2) of the Workforce Innovation and Opportunity Act (29 U.S.C. 3151(e)(2)), and other partners to provide—

a) career exploration and career development coursework, activities, or services;
b) career information on employment opportunities that incorporate the most up to-date information on high-skill, high-wage, or in-demand industry sectors or occupations, as determined by the Comprehensive Local Needs Assessment; and
c) an organized system of career guidance and academic counseling to students before enrolling and while participating in a career and technical education program. (Sec. 134(b)(3))

PG PG CS CS 7. To provide activities to prepare special populations for high-skill, high-wage, or in-demand industry sectors or occupations that will lead to self-sufficiency.

PG PG CS CS 8. To prepare career and technical education participants for non-traditional fields.

PG PG CS CS 9. To provide equal access for special populations to career and technical education courses, programs, and programs of study.

PG PG CS CS

10. To ensure that members of special populations will not be discriminated against on the basis of their status as members of special populations.

B. Comprehensive Local Needs Assessment (CLNA)

The Grantee agrees:

PG PG CS CS

1. To ensure that all eligible postsecondary career and technical education programs being supported with Perkins funds meet Florida's Perkins V Postsecondary Size, Scope and Quality (SSQ) Standards at http://fldoe.org/academics/career-adult-edu/Perkins/clna.stml (Sec. 134(c)(2)(B)(i); Sec. 135(b)). Starting in program year 2020–2021, newly implemented postsecondary programs utilizing Perkins funds that are being brought into SSQ compliance must meet all SSQ criteria within a timeframe less than the total length of the program. Newly implemented programs must have students enrolled as a condition to utilize Perkins funds for support.

PG PG CS CS

2. To ensure all career and technical education programs supported by Perkins funds are aligned to State, regional, Tribal, or local in-demand industry sectors or occupations as evidenced by the comprehensive local needs assessment (Sec. 134(c)(2)(B)(ii)).

PG PG CS CS

3. To maintain all relevant documentation relating to need identification and stakeholder engagement for 5 years beyond the time of submission to the FDOE.

PG PG CS CS

4. To ensure that stakeholder engagement required in Sec. 134(d) and Sec. 134(e) will take place to inform updates to the comprehensive local needs assessment, labor market alignment, implementation of programs and programs of study, implementation of work-based learning, and the coordination of local resources.

PG PG CS CS

5. To conduct the biennial comprehensive local needs assessment during the 2023–2024 program year.

C. Program Performance: Program Improvement and Data Reporting

The Grantee agrees:

PG PG CS CS

1. To adhere to the prescribed data collection and reporting requirements from the FDOE and as mandated by the Strengthening Career and Technical Education for the 21st Century Act (Perkins V). Annually, the FDOE will publish data reporting handbooks identifying all reporting requirements and formats. Failure to report accurate and complete data during the required reporting periods may result in the return of funds.

PG PG CS CS

2. To ensure accurate and detailed reporting, as mandated by Perkins V by making every effort to collect social security numbers without coercion or to use a Florida student identification number associated with a social security number for all career and technical education participants, as specified under s. 1008.386, F.S.

PG PG CS CS

3. To accept that failure to collect social security numbers can result in a negative impact on any performance measure that requires follow-up into other postsecondary education and employment and that without a social security number additional data collection on exit outcomes may be required to be collected and submitted through a supplemental process.

PG PG CS CS

4. To accept that each eligible recipient will be expected to meet the local agreed upon performance levels for each postsecondary performance measure.
To accept that performance on the Perkins V measures is based on each recipient's accurate data submission of student performance data as reported to the state.

PG PG CS CS

5. To accept the requirements to implement additional program improvement measures and/or activities if the eligible recipient is not meeting 90% of the required performance target for any measure.

PG PG CS CS

6. To address disparities or gaps in performance as described in Section 113(b)(3)(C)(ii)(II) in the coming plan year, and if no meaningful progress has been achieved prior to the third program year, additional actions will be taken to eliminate those disparities or gaps.

Grants and Fiscal Management and other Federal and State Administrative Provisions

The Grantee agrees:

PG PG CS

1. To accept the Strengthening Career and Technical Education for the 21st Century Act (Perkins V) Four Year Plan (July 1, 2020 to June 30, 2024) grant period, the funds are appropriated annually and FDOE will evaluate eligible recipient's grant application each program year. Grantees agree to expended Perkins V funds on eligible career and technical education (CTE) programs that:
   i. document a need specified within the Comprehensive Local Needs Assessment (CLNA) in accordance with Perkins V Section 134(c–e)
   ii. meet the Perkins V requirements for sufficient Size, Scope and Quality as specified in Florida's *Perkins V State Plan* in accordance with Perkins V Section 134(c)(2)(B)(i) and
   iii. coincide with the Requirements for Uses of Funds in accordance Perkins V Section 135

PG PG CS

2. To assure that Perkins V funds will only be used to support the following eligible postsecondary career and technical education programs: career certificate, applied technology diploma, college credit certificate, Associate in Applied Science degree, Associate in Science degree, related technical instruction associated with a registered pre-apprenticeship/apprenticeship program.

PG PG CS

3. To accept overall responsibility for ensuring that the grant funds are managed in accordance with Florida's *Perkins V State Plan*, Sections 134 and 135 of Perkins V, GEPA, OMB Circulars, UGG, EDGAR, Project Application and Amendment Procedures for Federal and State Programs (*Green Book*), any other relevant statutes, and regulations for guidance.
   Furthermore, the applicant accepts the responsibility to use fiscal internal control and accounting procedures that will ensure the proper disbursement of, and accounting for, federal funds. Applicable federal regulations include:
   i. Education Department General Administrative Regulations (EDGAR) http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html.
   ii. 2 CFR 200 in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

PG PG CS

4. To retain records for financial transactions and supporting documentation for auditing purposes. If records are requested by the FDOE or the State of Florida Division of Financial Services, all records must be provided. Records should be maintained for **five years** from the last day of the program or longer if there is an ongoing investigation or audit.

PG PG CS

5. To accept the requirement that the FDOE will monitor grantee's compliance with program and fiscal requirements according to applicable federal and state laws and regulations specified by:
   - 2 CFR 200 of the Uniform Guidance https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards.
   - Florida Department of Financial Services ***Reference Guide for State Expenditures*** https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf and guidelines published in the Florida Department of Education's ***Green Book*** available at http://www.fldoe.org/finance/contracts-grants-procurement/grants-management/project-application-amendment-procedur.stml.
   - The DCAE, ***Quality Assurance Policies, Procedures and Protocols Manual*** is available at http://www.fldoe.org/academics/career-adult-edu/compliance/.

PG PG CS

6. To ensure that funds received through this grant will be used to supplement Perkins V CTE program operating funds and will in no case be used to supplant local and state funding for such programs.

PG PG CS

7. To maintain Personnel Activity Reports (also referred to as Time and Effort Reports) for all applicable federal and state funded employees and ensure that these reports are signed by the employee and the supervisor.

PG PG CS

8. To accept that FDOE contract managers will periodically review the progress made on the implementation of your local four-year plan.

PG CS

9. To submit a completed DOE 399 form, Final Project Disbursement Report, and the Projected Equipment Purchases Form to the FDOE, Comptroller's Office, by August 20, 2023.

PG CS

10. To accept that equipment purchased under this program must follow the Uniform Guidance found at https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards

PG CS

11. To ensure equitable access to, and participation of students, teachers, and other program beneficiaries with special needs. For details, refer to: http://www.ed.gov/fund/grant/apply/appforms/gepa427.pdf

PG CS

12. To accept that if Grantee fails or refuses for any reason to perform any of its obligation under this contract or violates the grant policies, procedures or assurances, FDOE may impose such sanctions as it may deem appropriate. Sanctions may include, but are not limited to, placing the Grantee on a Corrective Action Plan (CAP), cancellation or termination of the contract, repayment of funds to the Agency, reduction in current year funds, reduction in future funds, withholding of payments in whole or in part, and the seeking of other remedies as may be provided by this contract law. Any cancellation, termination, or suspension of this contract, if imposed, shall become effective at the close of business on the day of Grantee receipt of written notice thereof from FDOE.

D. Data Privacy and Security

The Grantee agrees:

PG CS

1. To comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g), a federal privacy law administered by the U.S. Department of Education. FERPA and its implementing regulations (34 Code of Federal Regulations [CFR] part 99) protect the privacy of students' education records and afford parents and eligible students certain rights to inspect and review education records, to seek to amend these records, and to consent to the disclosure of personal identifiable information (PII) from education records. Unless expressly indicated in 20 U.S.C. 1232g, FERPA prohibits the disclosure of PII from education records without written consent. For the full text of 20 U.S.C. 1232g, see the Office of the Law Revision Counsel's United States Code Web page at http://uscode.house.gov/view.xhtml?req=(title:20%20section:1232g%20edition:prelim). The US ED provided information on FERPA on this site: https://ed.gov/policy/gen/guid/fpco/ferpa/index.html

PG CS

2. To ensure access to individual records will be stringently controlled through technical security conventions and passwords, complimentary to those established by Northwest Regional Data Center. Appropriate computer passwords and Login ID's shall be assigned to users in order to establish each user's data access authority only to the records or data elements required to complete federal- or state-mandated activities.

PG CS

3. To comply with records retention schedules established by the Florida Department of State, Division of Library and Information Services, Records management program, consistent with the requirements of Section 257.36, Florida Statutes.

I certify that I have reviewed, understand, and agree to comply with the above assurances.

Cynthia Saunders, Superintendent	Cynthia Saunders (May 9, 2023 09:21 EDT)
Print Name of Agency Head	**Signature of Agency Head**
Dr. Paul Gansemer, ACTE Exec. Director	Dr. Paul M. Gansemer
Print Name of Program Contact	**Signature of Program Contact**

Section 1. Comprehensive Local Needs Assessment and Stakeholder Engagement

A. Please Respond to the Following Questions:

Question	Response
i. Describe the process your agency will use to conduct the required biennial CLNA during the 2023–2024 program year. The results from this CLNA will guide the updates for your agency's Perkins V high priorities that will be implemented in the 2024–2025 and 2025–2026 program years.	Manatee Technical College (MTC) will conduct surveys and SWAT analyses and hold meetings with required stakeholders, as well as conduct a performance review/evaluation using available data.
ii. Describe the process your agency will implement to engage and consult with stakeholders to conduct the required biennial 2023–2024 CLNA. Identify any new stakeholders not previously involved in the process and how they are providing input into the CLNA development in accordance with Section 134(e).	MTC will conduct entry and exit surveys of all postsecondary CTE students. Faculty will also be surveyed, and a group of faculty will meet in January to review CLNA. MTC will get input from its school advisory council, the Board of Governors (BOG), at four meetings throughout the school year. The BOG is comprised of representatives from business and industry representing all CTE program areas, the Chamber of Commerce, the Economic Development Council, the Workforce Development Board, and secondary and higher education. In addition, MTC will get input from all of its individual program advisory committees, each comprised of more than 50% employers, at two meetings each during the year. MTC Counselors will meet with district secondary counselors who will conduct a SWAT Analysis. Articulation and dual enrollment meetings with secondary and State College of Florida (SCF) will be held throughout the year.
iii. Describe what fiscal resources will be needed to effectively conduct the biennial 2023–2024 CLNA update. Possible resources needed may include, but are not limited to, outside consultants, additional staff, travel expenditures, and funds needed to conduct meetings.	No fiscal resources will be needed to conduct the CLNA.

B. Size, Scope and Quality (SSQ) for CTE Postsecondary Programs

The purpose of this section is to give local eligible recipients an opportunity to provide information related to size, scope and quality of career and technical education programs.

i. **Populate the CLNA Program Summary Worksheet in the Postsecondary CLNA and Budget Excel Workbook with the required SSQ information.**

ii. **List High-Priority SSQ Needs:** As a result of your CLNA review, provide a **numbered list** of the high-priority need(s) that will be addressed in the 2023–2024 program year.

Note: List only needs (areas of potential growth and improvement), as opposed to solutions/initiatives/plans/expenses or other approaches to meeting the identified needs. Provide the list as a sequentially numbered list (1, 2, 3, etc.), not a ranked priority list. The list will be used to match budget expenditures to these needs in the 2023–2024 program year.

Add additional rows as necessary.

Reference Number	Need (Use for Planning and Budgeting)
1	Need for more up-to-date technology/equipment for instruction in current and emerging occupations.
2	Need for more employability skills to help students with job placement and retention.
3	Need for more writing, math and communication skills to help students with employability.
4	Need for more diverse program delivery modes, such as distance learning and/or hybrid.

Add additional rows, as needed

C. Labor Market Alignment (LMA)

The purpose of this section is to give local eligible recipients an opportunity to make changes, provide updates and add new Labor Market Alignment programs to their original four-year local plan.

i. **Populate the CLNA Program Summary Worksheet in the Postsecondary CLNA and Budget Excel Workbook with the required LMA information. Include new programs and update any changes in criteria for program(s) in the columns provided.**

D. Development and Implementation of CTE Postsecondary Programs and Programs of Study (POS)

The purpose of this section is to give local eligible recipients an opportunity to identify high priority needs related to program and program of study development and implementation.

i. **List High-Priority CTE Programs and Programs of Study Needs:** As a result of your CLNA review and updates of SSQ, LMA, and POS criteria, provide a list of the high-priority need(s) that will be addressed in the 2023–2024 program year.

Note: List only needs (areas of potential growth and improvement), as opposed to solutions/initiatives/plans/expenses or other approaches to meeting the identified needs. Provide the list as a sequentially numbered list (1, 2, 3, etc.), not a ranked priority list. The list will be used to match budget expenditures to these needs in the 2023–2024 program year.

Reference Number	Need (Use for Planning and Budgeting)
1	Need for more alignment of programs with high schools and state colleges.
2	Need for coordination with Career Pathways Specialist.
3	Need for continued participation in CTSOs.
4	

Add additional rows, as needed

E. Recruitment, Retention, and Training of Teachers, Faculty and All Other Professionals

The purpose of this section is to give local eligible recipients an opportunity to identify high priority needs related to the recruitment, retention and training of CTE personnel.

i. **List High-Priority CTE Faculty & Staff Needs:** As a result of your CLNA review of recruitment, retention, and training of teachers, faculty and all other CTE professionals and any additional findings resulting from implementation during the past program year, provide a list of the high-priority need(s) that will be addressed in the 2023–2024 program year.

Note: List only needs (areas of potential growth and improvement), as opposed to solutions/initiatives/plans/expenses or other approaches to meeting the identified needs. Provide the list as a sequentially numbered list (1, 2, 3, etc.), not a ranked priority list. The list will be used to track budget expenditures to these needs in the 2023–2024 program year.

Reference Number	Need (Use for Planning and Budgeting)
1	Need for training on new and changing technologies.
2	Need for training at professional/association conferences and/or vendor schools.
3	Need for training on student learning management system
4	Need for training on androgogy

Add additional rows, as needed

F. Evaluation of Performance on Perkins Accountability Measures

The purpose of this section is to give local eligible recipients an opportunity to identify high priority needs related to Perkins performance data. Eligible recipients may use prior performance data, local level data reports, and/or projected performance data to identify anticipated performance gaps.

i. **List High-Priority CTE Performance Needs:** As a result of reviewing past performance data for Perkins V performance measures and any additional findings resulting from implementation during the past program year, provide a list of the high-priority need(s) that will be addressed in the 2023–2024 program year.

Note: List only needs (areas of potential growth and improvement), as opposed to solutions/initiatives/plans/expenses or other approaches to meeting the identified needs. Provide the list as a sequentially numbered list (1, 2, 3, etc.), not a ranked priority list. The list will be used to track budget expenditures to these needs in the 2023–2024 program year.

Reference Number	Need (Use for Planning and Budgeting)
1	Need for more role models and mentors for nontraditional students, esp. males, White, Black, Hispanic, English learners, single parents, and individuals from economically disadvantaged families
2	Need for more support for single parents
3	Need for more connection to supportive resources in the community
4	

Add additional rows, as needed

G. Progress Toward Implementation of Equal Access to High-Quality Career and Technical Education Courses and Programs of Study for All Students

The purpose of this section is to give local eligible recipients an opportunity to identify high priority needs related to equal access to CTE programs.

i. **List High-Priority Equity and Access Needs:** As a result of your CLNA review of the implementation of equal access to high-quality career and technical education courses and programs of study for all students and any additional findings resulting from implementation during the past program year, provide a list of the high-priority need(s) that will be addressed in the current program year.

Note: List only needs (areas of potential growth and improvement), as opposed to solutions/initiatives/plans/expenses or other approaches to meeting the identified needs. Provide the list as a sequentially numbered list (1, 2, 3, etc.), not a ranked priority list. The list will be used to track budget expenditures to these needs in the 2023–2024 program year.

Reference Number	Need (Use for Planning and Budgeting)
1	Need for improved connection to human services resources in the community.
2	Need for improved financial aid application processes.
3	Need for distance learning and hybrid programs.
4	Need for flexible schedules and improved accessibility or times available and alternative delivery modes.

Add additional rows, as needed

H. Other Identified Postsecondary Needs from Comprehensive Local Needs Assessment (If Applicable)

The following question is optional and designed to provide an additional opportunity to share other needs identified as part of the CLNA.

i. **List Other High-Priority Needs:** As a result of your CLNA review or any additional findings resulting from implementation in the past program year, list other priority needs not captured by previous questions in this section (e.g., training of school counselors/advisors on CTE and career planning and advising; continued engagement of stakeholders; support for advisory councils).

Note: List only needs (areas of potential growth and improvement), as opposed to solutions/initiatives/plans/expenses or other approaches to meeting the identified needs. Provide the list as a sequentially numbered list (1, 2, 3, etc.), not a ranked priority list. The list will be used to track budget expenditures to these needs in the 2023–2024 program year.

Reference Number	Need (Use for Planning and Budgeting)
1	Need for training instructors and counselors on human services resources available in the community.
2	Need for maintaining equipment.
3	Need to continue to meet industry demand.
4	Need to keep up to date with current and emerging technologies and occupations.

Add additional rows, as needed

Section 2. Primary Program of Study and CTE Postsecondary Programs for 2023–2024

NOTE: In accordance with Florida's *Four-Year Perkins V State Plan*, during the 2023–2024 program year, each eligible recipient will be required to use Perkins funds to support only those CTE programs that:

- meet size, scope and quality requirements;
- meet labor market alignment requirements; and
- meet a need identified in the agency's 2021–2022 Comprehensive Local Needs Assessment program year that are supported by the CLNA.

In addition, eligible postsecondary recipients must offer not less than one CTE program of study that meets all of the state requirements. A list of the program of study requirements can be found in **Attachment A** of this RFA and in the 2023–2024 *Perkins V Implementation Guide*.

In submitting your primary program of study and listing your compliant programs of study, your agency is attesting to the fact that the submitted primary program of study and the other programs of study will meet all state required elements throughout the 2023–2024 program year.

A. Perkins-Fundable Programs

The purpose of this section is to give local eligible recipients an opportunity to identify all CTE postsecondary programs that meet the SSQ (or in SSQ development) and LMA state requirements that will be supported with Perkins V funds during the 2023–2024 program year.

- **Complete the Fundable Programs portion of the Program Needs Assessment worksheet in the Postsecondary CLNA and Budget Excel Workbook and indicate the CTE postsecondary programs that meet all state requirements for funding eligibility.** CTE postsecondary programs with expenses included on the Budget Narrative Form: DOE 101 must appear as fundable on the Program Needs Assessment worksheet.
- See the 2023–2024 *Perkins V Implementation Guide* for further instructions on how to complete the Fundable Programs portion of the Worksheet.

B. 2023–2024 Programs of Study

The purpose of this section is to give local eligible recipients an opportunity to identify all postsecondary CTE programs that meet the state's definition of a Program of Study.

Complete the Programs of Study column in the CLNA Program Summary Worksheet in the Postsecondary CLNA and Budget Excel Workbook and identify all compliant programs of study.

- See the 2023–2024 *Perkins V Implementation Guide* for further instructions on how to complete the Programs of Study Worksheet.

C. Template for the Submission of the 2023–2024 Primary Postsecondary Program of Study

The purpose of this section is for local eligible recipients to submit their annual required primary program of study for the 2023–2024 program year on the Perkins V template located in **Attachment B.** The primary program of study MUST be submitted on the Perkins V template. Programs of study submitted on the prior Perkins IV template will not be accepted. An example program of study and further guidance is included in the 2023–2024 *Perkins V Implementation Guide* and on the FDOE Program of Study Page.

Complete the Primary Program of Study template in Attachment B.

Primary Program of Study template: See page 2.

D. List of Advisory Council Members Overseeing the Primary Program of Study

The purpose of this section is to give local eligible recipients an opportunity to list the members that are involved in the advisory council overseeing the agency's primary program of study. Advisory councils must include, at a minimum, the following stakeholders: representatives from secondary, postsecondary, and business and industry.

Complete the Program of Study Advisory Council Member List table below.

Postsecondary Program of Study Advisory Council Member List		
Name	**Organization**	**Representation Category** (Secondary, Postsecondary, Business and Industry, Other)
Mr. Dave Revels	Revels Construction LLC	Business and Industry
Mr. Donnie Siegert	Tandem Construction	Business and Industry
Ms. Loreen Vickers	Bella Vita Homes	Business and Industry
Mr. Charlie Woehle	Atlas Building Company	Business and Industry

E. Dissemination of Information on CTE Postsecondary Programs and Programs of Study

Eligible recipients must respond to the narrative question in Part 2-E.

	Response
Describe how secondary students—including students who are members of special populations—will learn about your agency's CTE course offerings, and whether each course is part of a CTE program of study in the 2023–2024 program year.	MTC has an active recruitment plan in place with initiatives directed to secondary students and their families. Included in the action plan are a series of open house events and campus tours for high school and middle school students, frequent visits by MTC faculty/staff to local high schools, and targeted events promoting specific programs. MTC promotes its CTE course offerings using online ads and social media. MTC works with community partners to reach our Hispanic population and at-risk students, as well as via radio programming in Spanish, including a program called "Voces de MTC" (MTC Voices) . MTC is part of the Tampa Bay Career Pathways Consortium. The Career Pathways Specialist disseminates info on programs of study.

Section 3. Career Exploration and Guidance

A. Collaboration related to Career Exploration and Guidance with Local Workforce Development Boards

Eligible recipients must respond to the narrative questions in Part 3-A.

		Response
i.	Describe how your agency will collaborate with local workforce development agencies (e.g., CareerSource) to offer career exploration and career development coursework, activities, or services.	MTC collaborates with CareerSource Suncoast to provide the latest workforce and skills related to current market statistics to include classes for entrepreneurial engagement and resume and interviewing skills by sector and regional need, as well as enrollment in Employ Florida. MTC also works with local non-profit funding agencies (CareerEdge Funders) to provide targeted classes for regional high skill, high wage demand.
ii.	Describe how your agency will collaborate with local workforce development agencies (e.g., CareerSource) to offer career information on employment opportunities that incorporate the most up-to-date information on high-skill, high-wage, or in-demand industry sectors or occupations.	MTC has dedicated office space for CareerSource Suncoast to work one on one with students providing the most current information as well as classroom presentations on high wage, high skill jobs and in-demand industry sectors or occupations. MTC also developed a new webpage to make it easy for CareerSource and area employers to post job openings and for students to apply for those employment opportunities.
iii.	Describe how your agency will collaborate with local workforce development agencies (e.g., CareerSource) to offer an organized system of career guidance and academic counseling to students before enrolling and while participating in a career and technical education program.	Career Counselors provide prospective students with the latest information on regional labor market statistics prior to enrollment. Enrolled/participating students are given updated information on employment and career opportunity advancement through the local workforce board, instructors and support staff while in CTE programs and after graduation. CareerSource Suncoast has a presence on the MTC campus, providing easy access to potential and current students.

Section 4. Continuous Academic Improvement and Academic Integration

A. Promote and Support the Continuous Academic Improvement and Integration

Eligible recipients must respond to the narrative questions in Part 4-A.

	Response
i. Describe how your agency will promote continuous improvement in academic achievement of students in career and technical education programs through rigorous standards for the academic and technical skill components of the program.	MTC will promote continuous improvement by following the curriculum frameworks and aligning program content with standards for students to achieve industry certifications and licensures. Providing opportunities for professional development that promote continuous improvement in student academic achievement.
ii. Describe how your agency will support the integration of academic skills into your CTE secondary programs in the 2023–2024 program year.	Academic skills are integrated into the curriculum frameworks and weaved through each program. Instructors are provided professional development opportunities that support the integration of academic skills into the CTE postsecondary programs. Professional development is offered through the ACT Department, as well as through the District and professional associations, such as FACTE and ACTE.

Section 5. Equity and Access for Special Populations

A. Activities Related to Equity and Access for Special Populations as Defined in the Perkins V Act.

Eligible recipients must respond to the narrative questions in Part 5-A.

		Response
i.	Describe how your agency will provide activities to prepare special populations for high-skill, high-wage, or in-demand industry sectors or occupations that will lead to self-sufficiency.	Every student has the opportunity to complete the full CTE program. All MTC CTE postsecondary programs provide work-based learning opportunities to prepare all students for careers that will lead to self-sufficiency. A dedicated instructor will assist special needs students directly and serve as a resource liaison for those on Section 504 plans.
ii.	Describe how your agency will prepare CTE secondary participants for non-traditional fields.	MTC provides equal access and extra support via counselors and partnering agencies to nontraditional students. MTC will invite employers to campus to talk with students about career paths.
iii.	Describe how your agency will provide equal access for special populations to career and technical education courses, programs, and programs of study.	MTC provides equal access for special populations to CTE programs through its application, matriculation and registration processes. On online pre-semester orientation will help students transition to postsecondary education.
iv.	Describe how your agency will ensure that members of special populations will not be discriminated against based on their status as members of special populations in the 2023–2024 program year.	MTC will comply with all federal statutes relating to nondiscrimination. The District will ensure equal opportunity and access in relation to all stakeholders: students, families, and staff within the School District community, by valuing, acknowledging, recognizing, and celebrating everyone in our school system. We are committed to inspiring our school community to be accepting, open minded, and willing to learn from individuals from various backgrounds. Any grievances may be filed with the District's Compliance Officer.

Section 6. Opportunities for Work-Based Learning

A. Activities Related to Work-Based Learning Opportunities

Eligible recipients must respond to the narrative questions in Part 6-A.

		Response
i.	Describe how your agency will provide work-based learning opportunities to students participating in your CTE postsecondary programs and the types of opportunities that will be available.	Work-based learning is a critical component of the CTE postsecondary programs at MTC. WBL is offered in 100% of MTC's postsecondary CTE programs. WBL activities include clinical, practicum, cooperative on-the-job training, internship, externship, simulators, and participation in career and technical student organizations.
ii.	Describe how your agency will work with representatives from local businesses/industry to develop and/or expand work-based learning opportunities for CTE postsecondary students in the 2023–2024 program year.	WBL is offered in 100% of MTC's postsecondary CTE programs.

Section 7. Opportunities for Postsecondary Credit for Secondary Students

A. Activities Related to Postsecondary Credit for Secondary Students

Eligible recipients must respond to the narrative question in Part 7-A.

	Response
i. Describe how your agency will provide students participating in CTE programs with opportunities to gain postsecondary credit while attending high school, such as through dual or concurrent enrollment or early college high school in the 2023–2024 program year.	Manatee provides high school students the opportunity to dual-enroll in postsecondary CTE programs at Manatee Technical College. Programs that are available to them are those with occupational completion points they can achieve within the secondary school year calendar. Acceleration mechanisms available to secondary CTE students are the programs of study and articulation agreements that award credit to students for work they have already completed at their home high school.

Section 8. Support for CTE personnel

A. Activities Related to Support for CTE Personnel

Eligible recipients must respond to the narrative questions in Part 8-A.

		Response
i.	Describe how your agency will coordinate with institutions of higher education to support the recruitment, preparation, retention, and training — including professional development —of teachers, faculty, administrators, school counselors and other guidance personnel (career advisors), specialized instructional support personnel and paraprofessionals, particularly those taking alternative routes to certifications.	MTC refers faculty and other professional personnel to the institutions of higher education that offer the required courses for certification and potential advancement. The District HR department works with institutions of higher education to recruit and prepare personnel. To retain and train teachers, faculty and other instructional support personnel, the University of South Florida has provided professional development on how to teach the adult learner; MTC plans on further collaboration with USF to offer more professional development during future in-services. MTC works with professional groups to communicate with and work with representatives of higher education. MTC also refers faculty and staff to FACTE for online professional development opportunities and to promote opportunities at state institutions of higher ed for graduate level degrees in CTE. MTC is working with FACTE to offer many of the required courses for certification locally on the MTC campus or via an online platform.
ii.	Describe how you will identify and support those underrepresented in the teaching profession.	In addition to the actions expressed in 8Ai, the District HR department works with institutions of higher ed to recruit, prepare and retain groups underrepresented in the teaching profession. MTC strives to have its instructional staff reflect the student population.

Section 9. Performance of Special Populations and Subgroups

A. Activities Related to Performance of Special Populations and Subgroups

Eligible recipients must respond to the narrative question in Part 9-A.

	Response
Describe how your agency will address disparities or gaps in performance in special subpopulations and subgroups in each year of the plan. If no meaningful progress is achieved prior to the third program year, describe additional actions that will be taken to eliminate such disparities or gaps in the 2023–2024 program year.	MTC will develop a task force and Program Improvement Plan to address disparities or gaps in performance in nontraditional students, esp. males, White, Black, Hispanic, English learners, single parents, and individuals from economically disadvantaged families.

Section 10. Accountability and Program Improvement

All agencies must maintain robust data collection and management systems. In addition, processes must be in place to review program performance on a regular basis. An overview of accountability requirements for Perkins V may be found in **Attachment C** and the 2023–2024 *Perkins V Implementation Guide*.

Eligible recipients must respond to the narrative question in Part 10-A.

	Response
Describe the agency's data management information system and practices related to tracking student outcomes, maintaining quality of the data, data privacy, continuous monitoring of program performance, and the ability to identify and quantify any disparities or gaps in performance especially regarding special populations.	MTC's data management information system is Campus Solutions, a centralized student-record database system designed specifically for postsecondary education. *Tracking student outcomes:* With Campus Solutions, Manatee tracks student attendance and grades in each course, as well as OCPs and industry certifications earned. *Maintaining quality of the data*: Data verification reports will be run regularly to identify any inconsistencies or errors in the data per the FLDOE requirements for state reporting. *Data privacy*: To ensure data privacy, students complete an online application. Students have access only to their private information. For staff, the level of access is limited to their need for access. MTC and the School District IT Department maintain data security. Control is accomplished by various levels of access depending on the requirements for each individual. *Monitoring program performance:* Performance reports will be run regularly to monitor OCPs earned by program and individual instructor performance. *Identifying/quantifying disparities/gaps:* Progress reports can be run by site, student, teacher, completion point attained, demographics, to be able to identify and quantify any disparities or gaps in performance for any population group.

Reminder: As part of the 2020–2021 application process, eligible recipients identified the agreed upon levels of performance for the core indicators for each of the program years covered by the local plan. Eligible recipients were held accountable for these performance targets beginning with the data from the 2020–2021 program year. Program Improvement Plans (PIP) were required for those measures not meeting at least 90% of the agreed upon performance level. Procedures for identifying measure performance and submitting PIPs will be provided under separate cover.

Section 11. Support for Reading/Strategic Imperatives (FDOE Requirement)

A. Activities Related to Reading and Strategic Imperatives Included in the State Board of Education's K–20 Strategic Plan

Eligible recipients must respond to the narrative question in Part 11-A.

	Response
Describe how the project will incorporate one or more of the Goals included in the State Board of Education's K–20 Strategic Plan. URL: http://www.fldoe.org/policy/state-board-of-edu/strategic-plan.stml.	Manatee CTE programs incorporate the goals of the Florida State Board of Education K-20 Strategic Plan. The strategy to achieve Goal 1, highest student achievement, is to increase college readiness and success by utilizing assessments (basic skills assessments, industry certification and licensure exams) to direct learning and student outcomes, providing remediation and/or tutors for students requiring additional assistance to improve reading/math/language and achieve goals, and expanding opportunities for postsecondary degrees and certificates. The strategy to achieve Goal 2, seamless articulation/maximum access, is to maintain affordability and access by providing for dual enrollment opportunities and taking advantage of articulation agreements with higher education through developed programs of study. The strategy to achieve Goal 3, skilled workforce/economic development, is to prepare students for careers by teaching skills in demand in the local economy, ensuring that programs keep curriculum and equipment up to date through local employer participation serving on school and program advisory committees, offering students opportunities to attend career fairs, participate in CTSOs and work-based learning opportunities and offering students the opportunity to earn state and national licensures and industry certifications. Goal 4: MTC supports these goals through efforts to achieve quality efficient services.

Section 12. Notice Regarding Automotive Service Technology Education Programs (State Requirement)

A. Documentation of Automotive Service Technology Program

Eligible recipients must respond to the narrative question in Part 12-A.

Florida Statute 1004.925 states: *All automotive service technology education programs shall be industry certified in accordance with rules adopted by the State Board of Education.* Automotive Service Technology education programs that are not industry certified or are not in the certification cycle will not be permitted to use Perkins funds to support such programs, unless the funds are used to obtain certification for the program.

Eligible recipients must provide documentation of industry certification or evidence that the program is in the process of obtaining certification as part of the application package.

Documentation of Automotive Service Technology Program: ASE Certificate of Accreditation through 2/1/2025.

Education Foundation

CERTIFICATE OF ACCREDITATION

This is to signify that:

Manatee Technical College

Secondary & Post-Secondary

Expires 2/1/2025

Has been evaluated by the

ASE Education Foundation

in the areas of instruction, course of study, facilities and equipment, and meet the standards of quality for the training of Automobile technicians at the following level:

Master Automobile Service Technology

Timothy A. Zilke
President, ASE

Michael Coley
President, ASE Education Foundation

Section 13. Federal Programs: General Education Provisions Act (GEPA) (Federal Requirement)

A. Description of process to ensure equitable access

Eligible recipients must respond to the narrative question in Part 13-A.

	Response
For the fiscal year 2023–2024, provide a concise, one-page description of the process to ensure equitable access to, and participation of, students teachers, and other program beneficiaries with special needs. For details, refer to URL: http://www.ed.gov/fund/grant/apply/appforms/gepa427.pdf.	In accordance with the requirements of Section 427 of the GEPA Public Law 103-382, here set forth is Manatee School District's GEPA Plan to ensure equitable access to, and participation of students, teachers, and other program beneficiaries with special needs. No employee, student, applicant for admission or applicant for employment, volunteer, vendor, or member of the public, shall, on the basis of race, color, national origin, gender, disability, marital status, age, genetic information or any other basis prohibited by law, be excluded from participation in, be denied the benefits of or be subjected to discrimination or harassment under any educational programs, activities, services, or in any employment conditions, policies or practices conducted by the Manatee County Public School System. The District shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Florida Statutes: Title VII, Title IX, the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973, ADEA, Section 1000.05 Florida Statutes (2005). Accommodations and modifications for students with disabilities: Adult students with disabilities must self-identify and request such services. Students with disabilities are provided accommodations as needed in such areas as instructional methods and materials, assignments, assessments, time demands, schedules, learning environment, assistive technology, and special communication systems. Other support services include personnel, such as interpreters, readers, and tutors. Schools are handicapped accessible.

Strengthening Career and Technical Education for the 21st Century Act (Perkins V), Postsecondary, Section 132
APPLICATION REVIEW CRITERIA AND CHECKLIST

- **Place all items requested in the order indicated below**.
- All eligible providers must submit all documents electronically to FDOE Office of Grants Management in the established ShareFile folder AgencyNumber_AgencyName_XXB005_submit, on the **due date of Friday, May 26, 2023**
- Include only the items requested. (Do not include **Instructions** pages).

Place page numbers on every page consecutively, at the bottom, beginning with the DOE 100A as page 1. Page numbers written by hand are permissible if electronic numbering is a problem.

File # and Type	Item	Applicant Provide page #s for items listed
PDF File	**Attachments**	**Page Number(s)**
Submit as PDF File #1	DOE 100A, Project Application — with original signature or electronic signature	1
	Program of Study Template	2
	2023–2024 Postsecondary CTE Assurances Form	3-6
Word Document File	**Narrative Sections**	**Page Number(s)**
Submit as Word Document File #2	Section 1. Comprehensive Local Needs Assessment and Stakeholder Engagement	7-12
	Section 2. Primary Program of Study and CTE Postsecondary Programs for 2023–2024	12-14
	Section 3. Career Exploration and Guidance	15
	Section 4. Continuous Academic Improvement and Academic Integration	16
	Section 5. Equity and Access for Special Populations	17
	Section 6. Opportunities for Work-Based Learning	18
	Section 7. Opportunities for Postsecondary Credit for Secondary Students	19
	Section 8. Support for CTE personnel	20
	Section 9. Performance of Special Populations and Subgroups	21
	Section 10. Accountability and Program Improvement	22
	Section 11. Support for Reading/Strategic Imperatives (FDOE Requirement)	23
	Section 12. Notice Regarding Automotive Service Technology Education Programs (State Requirement)	24-25
	Section 13. Federal Programs — General Education Provisions Act (GEPA) (Federal Requirement)	26
	Application Checklist – must be last page of the Word Document File	27
Excel File	**Postsecondary Grant Application CLNA and Budget Excel Workbook**	
Submit as Excel File #3	Program Needs Assessment	
	DOE 101 Budget Narrative Form (with Instructions)	
	Projected Equipment Purchases Form (with Instructions)	

2023–2024 CLNA Program Summary	[illegible]	Agency Number (Auto-populates)	NOA (Auto-populates)	Last Update
District Postsecondary	Manatee County (School District of)	410	18	05/01/23

Program (Must complete for both funded AND non-funded programs that are eligible for Perkins V funding. Programs not eligible for Perkins V, which are automatically marked with a red strikethrough, may be omitted as they are not relevant to Perkins V.) College Postsecondary: Use CIP Number (with leading zeros as needed, use 2020 not 2010 number)			Labor Market Alignment (LMA) Fundable: One primary or two secondary sources. (Red strikethrough if secondary source answers are not different. Auto-populate remains blank if N/A/invalid or "No." Do not copy-and-paste over auto-populate or dropdown fields. May press "delete" or "backspace" to clear a dropdown field if needed.)							Size, Scope, & Quality (SSQ) Fundable: Must answer K, L, M, N You may copy-and-paste over text or text/# fields only. (SSQ turns green if K–N answered)				Program of Study (Columns O&P. Agency must have at least one program of study, meaning that at least one row must be valid/green. In other rows, this set of columns may be completed, partial, or blank as appropriate.)		Fundable/ Nonfundable Programs (Fundable must meet LMA, SSQ requirements.)	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Response Line	Postsecondary Program Number (Strikethrough for invalid or ineligible entries.) (Text/# Field)	Standard Program Name (Auto-populates)	SOC Code on Battelle page if Postsecondary Program Number Blank, but not required. Not all but most programs will have a SOC code. Use Crosswalk. (Text/# Field)	Primary Source Option #1 State Demand Occupation List (Auto-populates, must type SOC Code into Column E)	Primary Source Option #2 Regional Demand Occupation List (Auto-populates, must type SOC Code into Column F)	Primary Source Option #3 FDACS (Auto-populates, must type SOC Code into Column G. Postsecondary exclude TECH CD and Secondary TOACS)	Primary Source Option #4 Local (Dropdown)	Secondary Source #1 (Leave blank if N/A) (Dropdown)	Secondary Source #2 (Must be Different from #1) Leave blank if N/A) (Dropdown)	Globally Services Company whose Employees Provide Goods or Services which Support the Program, to Complete the Program (Text/# Field)	List the job or industry-related learning experiences (e.g., work-based learning opportunities or academic experiences) of income, included in the program, and/or the CTSO activities will have access to within this program. (Text Only)	List rank or level of job/industry and indicate if will be engaged in the occupations in the program. (Text Area)	List the knowledge, technical competencies/standards you want to be assessed. (Text Area)	If part of a fully articulated Program of Study list the primary or gateway secondary program. (Dropdown)	Primary, Secondary and Credit Opportunity (Required for Collegiate Programs of Study) (Dropdown)	Fundable? Please do not leave blank. (Dropdown)	Optional Comments (Text Field)
1	B070110	Accounting Operations	433031	Yes	Yes					MTC Main Campus	[illegible]	Advisory Committee; Cooperative (CE)	[illegible]		Local Articulation Agreement	Yes	
2	J100200	Advanced Manufacturing and Production Technology	511011	Yes	Yes					MTC Main Campus	[illegible]	Advisory Committee; Cooperative (CE)	[illegible]			Yes	
3	Y100300	Applied Cybersecurity	151212	Yes	Yes					MTC Main Campus Hybrid	[illegible]	Industry Committee; Cooperative (CE)	[illegible]	Applied Cybersecurity	Local Articulation Agreement	Yes	
4	T401300	Automotive Collision Technology Technician	493021		Yes					MTC Main Campus	[illegible]	Advisory Committee; Cooperative (CE)	[illegible]			Yes	
5	I470608	Automotive Service Technology	493023				Local TCS			MTC Main Campus	[illegible]	Advisory Committee; Cooperative (CE)	[illegible]		Statewide Articulation Agreement	Yes	
6	T400700	Automotive Service Technology 1	493023				Local TCS			MTC Main Campus	[illegible]	Advisory Committee; Cooperative (CE)	[illegible]			Yes	
7	N100600	Baking and Pastry Arts	351011	Yes	Yes					MTC Main Campus	[illegible]	Advisory Committee; Cooperative (CE)	[illegible]			Yes	
8	I120403	Barbering	395011					Job Analysis	Local Statistical or Economic Data or Support	MTC Main Campus	[illegible]	Advisory Committee	[illegible]			Yes	
9	C100100	Building Trades and Construction Design Technology	499071		Yes					MTC Main Campus	[illegible]	Advisory Committee; Cooperative (CE)	[illegible]	Building Trades and Construction Design Technology	Local Articulation Agreement	Yes	
10	V200206	Child Care Center Operations	119031					Job Analysis	Local Statistical or Economic Data or Support	MTC Main Campus	[illegible]	Advisory Committee; Cooperative (CE)	[illegible]			Yes	
11	J200300	CNC Production Specialist	514012					Other Employer or Industry Need Letter of Support	Econ. Dev. Agency Letter of Support	MTC Main Campus	[illegible]	Advisory Committee; Cooperative (CE)	[illegible]			Yes	
12	C100300	Computer Aided Drawing and Modeling	173011		Yes					MTC Main Campus	[illegible]	Advisory Committee; Cooperative (CE)	[illegible]			Yes	
13	Y100200	Computer Systems & Information Technology (CSIT)	151212	Yes	[illegible]					MTC Main Campus Hybrid	[illegible]	Advisory Committee; Cooperative (CE)	[illegible]	Computer Systems & Information Technology (CSIT)	Local Articulation Agreement	Yes	

14	D500100	Cosmetology	395012					Job Analysis	Local Chamber of Commerce Letter of Support	MTC Main Campus	Practicum, Skills USA	Advisory Committee	TCOSP002			Yes		
15																		
16	H170113	Dental Assisting Technology and Management - ATD	319091	Yes	Yes					MTC East Campus	Externship, HOSA	Advisory Committee, Externships	DAN8001		Local Articulation Agreement	Yes		
17	T650100	Diesel Systems Technician 1	493031	Yes	Yes					MTC Main Campus	Cooperative OJT, Skills USA	Advisory Committee, Cooperative OJT	MAV1308, MAR0571, MAS0570, MAS0571, MAV1610			Yes		
18	B070600	Digital Design	271024	Yes	Yes					MTC Main Campus	Internships	Advisory Committee, Internships	ADOM002	Digital Design	Statewide Articulation Agreement	Yes		
19	K100300	Digital Photography Technology	274021				Local TDL			MTC Main Campus	Cooperative OJT, Skills USA	Advisory Committee, Cooperative OJT	ADOM010	Digital Photography - Technology	Statewide Articulation Agreement	Yes		
20	K100400	Digital Video Technology	274013	Yes	Yes					MTC Main Campus	Cooperative OJT, Skills USA	Advisory Committee, Cooperative OJT	ADOM018		Local Articulation Agreement	Yes		
21	J110100	Electrical and Instrumentation Technology 1	472111	Yes	Yes					MTC Main Campus	Cooperative OJT, Skills USA	Advisory Committee, Cooperative OJT	EMM0002, EMT0003			Yes		
22	I460314	Electrician	472111	Yes	Yes					MTC Main Campus	Cooperative OJT, Skills USA	Advisory Committee, Cooperative OJT	MET0308, MET0309, MET0310, MET0311		Local Articulation Agreement	Yes		
23	W170212	Emergency Medical Technician - ATD	292042					Job Analysis	Local Chamber of Commerce Letter of Support	MTC East Campus	Clinicals, HOSA	Advisory Committee, Clinicals	MEM1001		Statewide Articulation Agreement	Yes		
24	P430211	Firefighter	332011	Yes	Yes					MTC East Campus	Skills USA	Advisory Committee, Instruction	FIS1001		Local Articulation Agreement	Yes		
25	P430217	Firefighter/Emergency Medical Technician Combined	332011	Yes	Yes					MTC East Campus	Skills USA	Advisory Committee	FIS1002, MEM1001		Local Articulation Agreement	Yes		
26	I120425	Facials Specialty	395094				Local TDL			MTC Main Campus	Practicum, Skills USA	Advisory Committee	FLO0001			Yes		
27	P430105	Florida Law Enforcement Academy	333051	Yes	Yes					MTC East Campus	Simulation	Advisory Committee, Instruction	FLS1001		Statewide Articulation Agreement	Yes		
28	T300100	Global Logistics and Supply Chain Technology	131081		Yes		Local TDL			MTC Main Campus	Cooperative OJT, Skills USA	Advisory Committee, Cooperative OJT	ADS1003			Yes		
29	C400400	Heating, Ventilation, Air-Conditioning/Refrigeration (HVAC/R)	499021	Yes	Yes					MTC Main Campus	Cooperative OJT, Skills USA	Advisory Committee, Cooperative OJT	HVAC0011, HVAC0012, HVAC1001		Local Articulation Agreement	Yes		
30	C400410	Heating, Ventilation, Air-Conditioning/Refrigeration (HVAC/R)1	499021	Yes	Yes					MTC Main Campus	Cooperative OJT, Skills USA	Advisory Committee, Cooperative OJT	HVAC0011, HVAC0012, HVAC1001		Local Articulation Agreement	Yes		
31	J200100	Machining Technologies	514041	Yes	Yes					MTC Main Campus	Cooperative OJT, Skills USA	Advisory Committee, Cooperative OJT	NIFMS014, NIFMS001, NIFMS002, ADESK034, NIFMS013, NIFMS017, NIFMS015			Yes		Cutting/pasting into column N appears to have voided the "green"
32	H120406	Massage Therapy	319011				Local TDL			MTC Main & East Campus	Practicum, HOSA	Advisory Committee	FAM0001		Local Articulation Agreement	Yes		

33	T400210	Marine Service Technologies	493051				Local TOE			MTC Main Campus	Cooperative O/T, Skills USA	Advisory Committee, Cooperative O/T	[illegible]			[illegible]		
34	H170515	Medical Assisting	319092	Yes	Yes					MTC East Campus Hybrid	Clinicals, HOSA	Advisory Committee, Clinicals	[illegible]			[illegible]		
35	H170530	Medical Coder/Biller - ATD	292071					GA Analytics	Local Chamber of Commerce Letter of Support	Online	Cooperative O/T, HOSA	Advisory Committee, Cooperative O/T	[illegible]		Local Articulation Agreement	[illegible]		
36	I120415	Nails Specialty	395092					GA Analytics	Local Chamber of Commerce Letter of Support	MTC Main Campus	Profession Skills USA	Advisory Committee	[illegible]			[illegible]		
37	H170690	Nursing Assistant (Articulated)	311014					GA Analytics	Local Chamber of Commerce Letter of Support	MTC East Campus	Clinicals, HOSA	Advisory Committee, Clinicals	[illegible]			[illegible]		
38	H170212	Paramedic ATD	292043					GA Analytics	Local Chamber of Commerce Letter of Support	MTC East Campus	Clinicals, HOSA	Advisory Committee, Clinicals	[illegible]		Local Articulation Agreement	[illegible]		
39	H170694	Patient Care Technician	311014					GA Analytics	Local Chamber of Commerce Letter of Support	MTC East Campus	Clinicals, HOSA	Advisory Committee, Clinicals	[illegible]			[illegible]		
40	H170700	Pharmacy Technician ATD	292052				Local TOE			MTC East Campus Hybrid	Externships, HOSA	Advisory Committee, Externships	[illegible]		Local Articulation Agreement	[illegible]		
41	H170607	Practical Nursing	292061	Yes	Yes					MTC East Campus & Hybrid	Clinicals, HOSA	Advisory Committee, Clinicals	[illegible]		Local Articulation Agreement	[illegible]		
42	N100500	Professional Culinary Arts & Hospitality	119051	Yes	Yes					MTC Main Campus	Cooperative O/T, Skills USA	Advisory Committee, Cooperative O/T	[illegible]			[illegible]		
43	H170211	Surgical Technology	292055	Yes	Yes					MTC East Campus	Clinicals, HOSA	Advisory Committee, Clinicals	[illegible]		Local Articulation Agreement	[illegible]		
44	A010512	Veterinary Assisting	292056		Yes	Yes				County Animal Shelter	Cooperative O/T	Advisory Committee	[illegible]			[illegible]		Pending board & COE approval. anticipate January 2024 start
45	J400400	Welding Technology	514121	Yes	Yes					MTC Main Campus	Cooperative O/T, Skills USA	Advisory Committee, Cooperative O/T	[illegible]			[illegible]		
46																		
47																		
48																		
49																		
50																		
51																		

FLORIDA DEPARTMENT OF EDUCATION

2023–2024 Perkins V Budget Narrative Form

Before completing, please review the Instructions & Example (especially for Column 3).
Show all amounts in whole dollars only.

TAPS Number	24B005
A)Name of Eligible Recipient/Fiscal Agent	Manatee District Schools
B)Project Number (DOE Use Only)	

(1)	(2)	(3)	(4)	(5)
Function	**Object**	**Account Title & Narrative**	**FTE Position**	**Amount**
6300	130	**Salary:** Full-time Career Pathways Specialist who will work in partnership to serve the students and staff at State College of Florida (SCF), Manatee Technical College (MTC) and the School District of Manatee County CTE. •**CLNA Need**: Sec 1 -Part D.i. 1, 2 •**Program #s**: B070110, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, C100100, V200206, J200300, C100300, Y100200, D500100I, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, P430211, I120425, P430217, P430105, T300100, C400400, C400410, J200100, T400210, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, N100500, H170211, J400400, A010512; •**Section 135:** Use of Funds: 1C, 1D, 1E, 5B, 5H, 6	0.14	$ 8,140.00
6300	211	**Retirement - Pension Benefits**		$ 1,221.00
6300	220	**FICA**		$ 623.00
6300	230	**Group Insurance-Health**		$ 1,899.00
6300	230	**Group Insurance-Life**		$ 19.00
6300	240	**Workers Comp.**		$ 102.00
5350	160	**Salary:** Supplement-stipend (@ $2,457) for two FT PS CTE instructors to provide leadership and guidance to fellow PS CTE instructors on a student learning management system, incl. grade book, lesson plans, and instructional materials • CLNA Need: Sec 1 -Part E.i. 3 • Program #s: B070110, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, C100100, V200206, J200300, C100300, Y100200, D500100I, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, P430211, I120425, P430217, P430105, T300100, C400400, C400410, J200100, T400210, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, N100500, H170211, J400400, A010512; • Section 135: Use of Funds: 2, 2A, 2E, 2F		$ 4,914.00

5350	211	**Retirement - Pension Benefits**		$ 737.00
5350	220	**FICA**		$ 376.00
5350	240	**Workers Comp.**		$ 61.00
5350	160	**Salary**: Non-contracted hourly for CTE Teacher hours beyond regular work hours for student orientation activities, curriculum development, professional development activities, additional lab hours, and while attending CTSO activities in the 2023-2024 school year. • CLNA Need: Sec 1 -Part D.i. 3, Part E.i. 2 • Program #s: B070110, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, C100100, V200206, J200300, C100300, Y100200, D500100I, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, P430211, I120425, P430217, P430105, T300100, C400400, C400410, J200100, T400210, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, N100500, H170211, J400400, A010512; • Section 135: Use of Funds: 1A, 1E, 2E, 3, 5B, 5L, 5M, 5O		$ 11,500.00
5350	211	**Retirement - Pension Benefits**		$ 1,725.00
5350	220	**FICA**		$ 880.00
5350	240	**Workers Comp.**		$ 144.00
5350	310	**Prof/Tech Services:** Teacher to provide math and communication skills tutoring to PS CTE students •CLNA Need: Sec 1 -Part B.ii.2, 3 •Program Number #: B070110, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, C100100, V200206, J200300, C100300, Y100200, D500100I, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, P430211, I120425, P430217, P430105, T300100, C400400, C400410, J200100, T400210, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, N100500, H170211, J400400, A010512; •Section 135: Req. Use of Funds: 3, 4B, 5F, 5M		$ 2,000.00
5350	330	**Travel:** To provide and/or reimburse in-county, out-of-county, and/or out-of-state travel expenses, including hotel, meals, mileage, registration fees, and airfare for CTE teachers, students, and project related staff attending professional conferences, industry/internship visitations, skills competitions, industry certification related training, state regional and national CTSO activities and professional development. • CLNA Need: Sec 1 -Part D.i.:3, E.i. 2 •Program #: B070110, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, C100100, V200206, J200300, C100300, Y100200, D500100I, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, P430211, I120425, P430217, P430105, T300100, C400400, C400410, J200100, T400210, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, N100500, H170211, J400400, A010512; •Section 135: Use of Funds: 1A, 1E, 2E, 3, 5B, 5L, 5M, 5O		$ 55,000.00

5350	360	**Rentals-Software:** Online programs to support instruction in all PS CTE programs, including programs to help students with basic and employability skills, and instructors with instructional support, androgogy, and curriculum supplements. •CLNA Need: Sec 1 - Part B.ii. 2, 3, 4, Part D.i. 1, 4 •Program #: V20021R, I46032R, B070110, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, C100100, B060200, J200300, C100300, Y100200, D500100, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, I120425, P430210, P430217, P430105, T300100, C400400, C400410, T400210, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, N100500, H170211, J400400, J400410, H170302; •Section 135: Use of Funds: 3, 4B, 5F, 5M		$ 10,000.00
5350	520	**Textbooks** for professional development of CTE instructors •CLNA Need: Sec 1 -Part E.i. 1, 4, H.i. 3, 4 •Program #s: B070110, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, C100100, V200206, J200300, C100300, Y100200, D500100I, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, P430211, I120425, P430217, P430105, T300100, C400400, C400410, J200100, T400210, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, N100500, H170211, J400400, A010512; •Section 135: Use of Funds: 1E, 2E, 5M		$ 490.00
5350	642	**Noncap FFE:** Equipment for instruction of PS CTE students: trailers for Marine Service Technology ($7,200) and tables for Massage Therapy ($ 5,398). •CLNA Need: Sec 1 -Part B.ii.:1, H.i. 3, 4 •Program Number #: T400210 & H120406 •Section 135: Req. Use of Funds: 3, 5D, 5E, 5M		$ 12,598.00
5350	652	**Other Motor Vehicles**: vehicles for instruction of PS CTE students in Automotive and Diesel programs See Equipment Form. •CLNA Need:Sec 1 -Part B.ii.:1, H.i. 3, 4 •Program Number #: I470608, T400700, and T650100 •Section 135: Req. Use of Funds: 3, 5D, 5E, 5M		$ 132,630.00
5350	730	**Dues and Fees:** for postsecondary CTE student/faculty memberships in CTSO or other career and technical education activities as an integral part of their CTE program. •CLNA Need: Sec 1 -Part D.i. 3 •Program #s: B070110, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, C100100, V200206, J200300, C100300, Y100200, D500100I, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, P430211, I120425, P430217, P430105, T300100, C400400, C400410, J200100, T400210, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, N100500, H170211, J400400, A010512; •Section 135: Use of Funds: 1A, 1E, 2E, 3, 4B, 5L, 5M, 5O		$ 9,000.00

FLORIDA DEPARTMENT OF EDUCATION

2023–2024 Perkins V Projected Equipment Form

Important: See Instructions Below

Agencies are accountable for all equipment purchased using grant funds.

Show all amounts in whole dollars only.

A)Name of Eligible Recipient/Fiscal Agent	Manatee County School District
B)Project Number (DOE Use Only)	

	A	B	C	D	E	F	G
Item Number	**Function Code**	**Object Code**	**Account Title**	**Description**	**School/ Program**	**Item Cost ($)**	**Total Amount ($)**
1	5350	652	Other Motor Vehicles	Tractor	MTC Main/Diesel	$38,512.00	$38,512.00
2	5350	652	Other Motor Vehicles	Mower	MTC Main/Diesel	$14,118.00	$14,118.00
3	5350	652	Other Motor Vehicles	Gas/Hybrid SUVs	MTC Main/Auto	$40,000.00	$80,000.00
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

Does the agency's inventory system contain all required federal and state elements listed in the **Inventory Guidelines** in the instructions?

Mark one of these answers with an "X."

Yes?	No?
X	

AGENDA ITEM NO. 11.12

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School Board of Manatee County and University Park Dermatology, PLLC for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2023-2026 School Years, No Financial Impact

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

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

A copy of the agreement is attached for review.

Clinical Providers for Medical Assisting: University Park Dermatology, PLLC- Heidy Gonzalez, Practice Administrator

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School Board of Manatee County and University Park Dermatology, PLLC, for clinical experience for Manatee Technical College (MTC) Medical Assisting students for the 2023-2026 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement MTC University Park Dermatology, Board Date 062723

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

AGREEMENT for affiliation with University Park Dermatology, PLLC

Address: 8451 Shade Ave Suite #205 Sarasota, FL 34243

This agreement is made this _27th_ day of _June 2023__, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and University Park Dermatology, PLLC (hereafter called the Affiliating Site).

WHEREAS, it is of mutual interest and benefit that the students enrolled in the Manatee Technical College Health Science Program are provided the opportunity and benefit of the educational facilities of University Park Dermatology, PLLC for clinical experience.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

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

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Provisions:

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

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

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

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

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

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

IN WITNESS WHEREOF, University Park Dermatology, PLLC and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

_____
Superintendent, School District of Manatee County

Date_____ By:

_____
Chair, School Board of Manatee County

Date_____ By:

_____
General Counsel

Date 05/23/2023 By: Heidy Gonzalez

(Affiliating Site Authorized Signature)

Title: Practice Administrator

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Medical Assisting

1. University Park Dermatology, PLLC

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

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

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

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/17/2023

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

PRODUCER	CONTACT NAME:	
USAA INSURANCE AGENCY INC/PHS 65812846 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (888) 242-1430	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
UNIVERSITY PARK DERMATOLOGY, PLLC 8451 SHADE AVE STE 205 SARASOTA FL 34243-2878	INSURER A : Hartford Casualty Insurance Company	29424
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			65 SBA PS2360	01/18/2023	01/18/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			65 SBA PS2360	01/18/2023	01/18/2024	Each Claim Limit Aggregate Limit	$5,000 $5,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

For Information Purpose only
8451 SHADE AVE STE 205
SARASOTA FL 34243-2878

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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40.0912351.5.72.8192902

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date: **11/14/2022**
Effective Date: **01/14/2023**	**A Claims-Made Professional Liability Policy**
First Named Insured: **David S Sax MD** **8451 Shade Avenue** **Suite 205** **Sarasota, FL 34243**	**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: **David S Sax MD**	
Specialty: **DER01 - Dermatology**	
Policy Number:	Policy Period:
0912351	**From: 01/14/2023 To: 01/14/2024**
Retroactive Date:	Departure Period:
09/24/2001	**From: N/A To: N/A**
The Insured above is: ☒ A Named Insured ☐ A Locum Tenens ☐ An Additional Insured	Agency and Address: **The Doctors Company Insurance Services** **12724 Gran Bay Parkway, W.** **Suite 400** **Jacksonville, FL 32258** **(877)320-0748**

LIMITS OF LIABILITY

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

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

II. Individuals who occupy a "slot" share Limits of Liability with all others who occupy the same "slot" during the Policy Period.

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

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

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

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

40.0912351.7.72.8192902

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date: **11/14/2022**
Effective Date: **01/14/2023**	**A Claims-Made Professional Liability Policy**
First Named Insured: **David S Sax MD** **8451 Shade Avenue** **Suite 205** **Sarasota, FL 34243**	**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: **Carlee R LaPensee APRN**	
Specialty: **NUR02 - Nurse Practitioner-Shared Limits**	
Policy Number:	Policy Period:
0912351	**From: 01/14/2023 To: 01/14/2024**
Retroactive Date:	Departure Period:
11/02/2015	**From: N/A To: N/A**
The Insured above is: ☐ A Named Insured ☐ A Locum Tenens ☒ An Additional Insured	Agency and Address: **The Doctors Company Insurance Services** **12724 Gran Bay Parkway, W.** **Suite 400** **Jacksonville, FL 32258** **(877)320-0748**

LIMITS OF LIABILITY

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

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

II. Individuals who occupy a "slot" share Limits of Liability with all others who occupy the same "slot" during the Policy Period.

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

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

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

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

40.0912351.9.72.6192902

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date: **11/14/2022**
Effective Date: **01/14/2023**	**A Claims-Made Professional Liability Policy**
First Named Insured: **David S Sax MD** **8451 Shade Avenue** **Suite 205** **Sarasota, FL 34243**	**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: **Jesse W LeBaron PA**

Specialty: **PHA02 - Physician Assistant-Shared Limits**

Policy Number:	Policy Period:
0912351	**From: 01/14/2023 To: 01/14/2024**
Retroactive Date:	Departure Period:
09/10/2018	**From: N/A To: N/A**
The Insured above is: ☐ A Named Insured ☐ A Locum Tenens ☒ An Additional Insured	Agency and Address: **The Doctors Company Insurance Services** **12724 Gran Bay Parkway, W.** **Suite 400** **Jacksonville, FL 32258** **(877)320-0748**

LIMITS OF LIABILITY

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

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

II. Individuals who occupy a "slot" share Limits of Liability with all others who occupy the same "slot" during the Policy Period.

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

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

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

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

40.0912351.11.72.8192902

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date: **11/14/2022**
Effective Date: **01/14/2023**	**A Claims-Made Professional Liability Policy**
First Named Insured: **David S Sax MD** **8451 Shade Avenue** **Suite 205** **Sarasota, FL 34243**	**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: **Jennifer Vo PA**

Specialty: **PHA02 - Physician Assistant-Shared Limits**

Policy Number:	Policy Period:
0912351	**From: 01/14/2023 To: 01/14/2024**
Retroactive Date:	Departure Period:
11/08/2021	**From: N/A To: N/A**
The Insured above is: ☐ A Named Insured ☐ A Locum Tenens ☒ An Additional Insured	Agency and Address: **The Doctors Company Insurance Services** **12724 Gran Bay Parkway, W.** **Suite 400** **Jacksonville, FL 32258** **(877)320-0748**

LIMITS OF LIABILITY

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

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

II. Individuals who occupy a "slot" share Limits of Liability with all others who occupy the same "slot" during the Policy Period.

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

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

THE DOCTORS COMPANY

40.0912351.13.72.8192902

DECLARATIONS PAGE

Policy Number	Policy Period from	Effective Date	to	Expiration Date
0912351	(12:01 A.M. Standard Time at the Principal Address of the First Named Insured)	**01/14/2023**		**01/14/2024**

First Named Insured:
David S Sax MD

Principal Address:
8451 Shade Avenue
Suite 205
Sarasota, FL 34243

Mailing Address:
8451 Shade Avenue
Suite 205
Sarasota, FL 34243

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

MPL002S 04/15	**Declarations Page**	**MPL270 10/15**	**CyberGuard/MediGuard**
	Schedule of Insureds	**MPLBAA 04/15**	**Business Associate**
MPL101FL 04/15	**Florida Changes**		**Agreement (HIPAA)**

Policy Premium:	**$10,479.10**
Taxes:	**$209.60**
Total:	**$10,688.70**

Agency:
The Doctors Company Insurance Services
12724 Gran Bay Parkway, W.
Suite 400
Jacksonville, FL 32258
(877)320-0748

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

Date Issued: **11/14/2022**

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

THE DOCTORS COMPANY

40.0912351.15.72.81992902

DECLARATIONS PAGE
SCHEDULE OF INSUREDS

Policy Number	Policy Period from	Effective Date	to	Expiration Date
0912351		**01/14/2023**		**01/14/2024**

First Named Insured: **David S Sax MD**

Date Issued: 11/14/2022

Schedule of Named Insureds:

Named Insured: **David S Sax MD**
Specialty: **Dermatology**
Coverage A: Claim Limit: **$1,000,000** Aggregate Limit: **$3,000,000**
Retroactive Date: **09/24/2001** Rating Territory: **Florida Area B**
Effective Date: **01/14/2023**

Schedule of Additional Insureds:

Additional Insured: **University Park Dermatology, PLLC**
Retroactive Date: **10/19/2001** Rating Territory: **Florida Area B**
Effective Date: **01/14/2023**

Additional Insured: **Carlee R LaPensee APRN**
Specialty: **Nurse Practitioner-Shared Limits**
Retroactive Date: **11/02/2015** Rating Territory: **Florida Area B**
Effective Date: **01/14/2023**

Additional Insured: **Jesse W LeBaron PA**
Specialty: **Physician Assistant-Shared Limits**
Retroactive Date: **09/10/2018** Rating Territory: **Florida Area B**
Effective Date: **01/14/2023**

Additional Insured: **Jennifer Vo PA**
Specialty: **Physician Assistant-Shared Limits**
Retroactive Date: **11/08/2021** Rating Territory: **Florida Area B**
Effective Date: **01/14/2023**

DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company
UNIVERSITY PARK DERMATOLOGY, PLLC

Filing Information

Document Number	L01000018063
FEI/EIN Number	59-3760877
Date Filed	10/19/2001
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/10/2005
Event Effective Date	NONE

Principal Address

8451 SHADE AVE.
SUITE #205
SARASOTA, FL 34243

Changed: 10/10/2005

Mailing Address

8451 SHADE AVE.
SUITE #205
SARASOTA, FL 34243

Changed: 10/10/2005

Registered Agent Name & Address

SAX, DAVID SMD
8451 SHADE AVE
SUITE 205
SARASOTA, FL 34243

Name Changed: 01/26/2009

Address Changed: 01/26/2009

Authorized Person(s) Detail

Name & Address

Title MGRM

SAX, DAVID SM.D.
8451 SHADE AVENUE #205
SARASOTA, FL 34243

Annual Reports

Report Year	Filed Date
2021	01/28/2021
2022	01/25/2022
2023	01/25/2023

Document Images

01/25/2023 -- ANNUAL REPORT	View image in PDF format
01/25/2022 -- ANNUAL REPORT	View image in PDF format
01/28/2021 -- ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
04/04/2017 -- ANNUAL REPORT	View image in PDF format
01/12/2016 -- ANNUAL REPORT	View image in PDF format
04/16/2015 -- ANNUAL REPORT	View image in PDF format
03/19/2014 -- ANNUAL REPORT	View image in PDF format
03/25/2013 -- ANNUAL REPORT	View image in PDF format
01/10/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
06/17/2010 -- ANNUAL REPORT	View image in PDF format
01/26/2009 -- ANNUAL REPORT	View image in PDF format
04/29/2008 -- ANNUAL REPORT	View image in PDF format
08/31/2007 -- ANNUAL REPORT	View image in PDF format
03/06/2006 -- ANNUAL REPORT	View image in PDF format
10/10/2005 -- REINSTATEMENT	View image in PDF format
06/30/2004 -- ANNUAL REPORT	View image in PDF format
05/29/2003 -- ANNUAL REPORT	View image in PDF format
05/01/2002 -- ANNUAL REPORT	View image in PDF format
10/19/2001 -- Florida Limited Liabilites	View image in PDF format

AGENDA ITEM NO. 11.13

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School Board of Manatee County and Jeffrey Thompson, 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: Jeffrey Thompson, PA

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School Board of Manatee County and Jeffrey Thompson, PA for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2023-2026 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement Renewal MTC and Jeffrey Thompson, Board Date 062723

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

AGREEMENT for affiliation with Jeffrey Scott Thompson, PA

Address: 4008 9th Avenue West Bradenton, FL 34205

This agreement is made this _27___ day of _June 2023__, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Jeffrey Scott Thompson, PA (hereafter called the Affiliating Site).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

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

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Provisions:

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

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

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

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

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

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

IN WITNESS WHEREOF, Jeffrey Scott Thompson, PA and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By: _____

Superintendent, School District of Manatee County

Date_____ By: _____

Chair, School Board of Manatee County

Date_____ By: _____

General Counsel

Date April 30th 2023 By: _____

(Affiliating Site Authorized Signature)

Title: President

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School Board of Manatee County

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

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Jeffrey Thompson, PA

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

Jennifer Gilray, Ed.D.
Assistant Director

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/7/2023

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

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

PRODUCER
Boyd Insurance & Investment Services, Inc.
717 Manatee Avenue West #300
Bradenton FL 34205

CONTACT NAME: Ana Temple
PHONE (A/C, No, Ext): 941-745-8300 **FAX (A/C, No):** 941-782-6290
E-MAIL ADDRESS: anat@boydinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Dominion Insurance Company	40231
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMJE3
Jeffrey S. Thompson, P.A.
dba Orthodonic Specialists
4008 9th Ave. W.
Bradenton FL 34205

COVERAGES **CERTIFICATE NUMBER:** 1865955367 **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**			BPG1581E	10/27/2022	10/27/2023	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			21 WEC AL2R9C	6/1/2023	6/1/2024	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**		N / A				E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

Manatee Technical College
5520 Lakewood Ranch Blvd
Bradenton FL 34211

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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DIVISION OF CORPORATIONS



Detail by Document Number

Florida Profit Corporation
JEFFREY SCOTT THOMPSON, P.A.

Filing Information

Document Number	P98000056135
FEI/EIN Number	65-0837132
Date Filed	06/22/1998
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/26/2010

Principal Address

4008-9TH AVE WEST
BRADENTON, FL 34205

Changed: 04/16/2009

Mailing Address

4008-9TH AVE WEST
BRADENTON, FL 34205

Changed: 04/16/2009

Registered Agent Name & Address

THOMPSON, JEFFREY SCOTT
4008-9TH AVE WEST
BRADENTON, FL 34205

Officer/Director Detail

Name & Address

Title DR.

THOMPSON, JEFFREY SCOTT
4008-9TH AVE WEST
BRADENTON, FL 34205

Annual Reports

Report Year	Filed Date
2020	05/27/2020

2021	03/15/2021
2022	04/20/2022

Document Images

04/20/2022 -- ANNUAL REPORT	View image in PDF format
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05/27/2020 -- ANNUAL REPORT	View image in PDF format
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04/12/2018 -- ANNUAL REPORT	View image in PDF format
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04/08/2016 -- ANNUAL REPORT	View image in PDF format
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03/21/2014 -- ANNUAL REPORT	View image in PDF format
04/18/2013 -- ANNUAL REPORT	View image in PDF format
04/16/2012 -- ANNUAL REPORT	View image in PDF format
03/17/2011 -- ANNUAL REPORT	View image in PDF format
10/26/2010 -- REINSTATEMENT	View image in PDF format
04/16/2009 -- ANNUAL REPORT	View image in PDF format
03/12/2008 -- ANNUAL REPORT	View image in PDF format
05/23/2007 -- ANNUAL REPORT	View image in PDF format
04/12/2006 -- ANNUAL REPORT	View image in PDF format
02/28/2005 -- ANNUAL REPORT	View image in PDF format
01/21/2004 -- ANNUAL REPORT	View image in PDF format
02/06/2003 -- ANNUAL REPORT	View image in PDF format
02/26/2002 -- ANNUAL REPORT	View image in PDF format
02/19/2001 -- ANNUAL REPORT	View image in PDF format
02/11/2000 -- ANNUAL REPORT	View image in PDF format
04/05/1999 -- ANNUAL REPORT	View image in PDF format
06/22/1998 -- Domestic Profit	View image in PDF format

AGENDA ITEM NO. 11.14

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School Board of Manatee County and City of St. Petersburg, Florida for Clinical Experience for Manatee Technical College (MTC) Emergency Medical Services (EMS) Students for the 2023-2028 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.

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School Board of Manatee County and City of St. Petersburg, Florida for clinical experience for Manatee Technical College (MTC) Emergency Medical Services (EMS) students for the 2023-2028 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:
Internship Agreement Renewal MTC and the City of St Petersburg, Board Date 062723

INTERNSHIP AGREEMENT

THIS INTERNSHIP AGREEMENT ("Agreement") is hereby made and entered into on 27th day of June, 2023, by and between the School Board of Manatee County ("Intern Provider"), for the benefit of Manatee Technical College Health Science Education Programs, and the City of St. Petersburg, Florida (hereinafter referred to as "City") (collectively, "Parties").

WITNESSETH

WHEREAS, the City and Intern Provider want to provide an internship program ("Internship Program") for the benefit of various individuals (each an "Intern") to learn about services and operations of the City; and

WHEREAS, a description of the Internship Program is set forth in Appendix A, which is attached to this Agreement; and

WHEREAS, the goal of the Internship Program is for each Intern to obtain the skills, experience, and knowledge to maximize their employment opportunities.

NOW, THEREFORE, for and in consideration of the foregoing recitals (all of which are hereby adopted as an integral part of this Agreement), the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. TERM OF AGREEMENT. The term of this Agreement shall commence on June 1, 2023, and terminate on May 31, 2028, unless this Agreement is earlier terminated as provided for herein.

2. NO DISCRIMINATION. Neither the Intern Provider nor the City shall discriminate with regard to participation in the Internship Program on the basis of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

3. PARTICIPANT RELEASE AND INDEMNITY AGREEMENT. The Intern Provider shall be responsible for: (i) requiring each Intern to execute the Release and Indemnity Agreement, which is attached hereto as Appendix B, and (ii) providing the executed Release and Indemnity Agreement for an Intern to the City prior to such Intern starting the Internship Program.

4. REMOVAL OF INTERNS. The Intern Provider acknowledges and agrees that the City, in its sole and absolute discretion, reserves the right to remove any Intern from the Internship Program or require the Intern Provider to remove any Intern from the Internship Program, if the City determines such removal is in the best interest of the City.

5. NO EMPLOYMENT. The Intern Provider acknowledges and agrees that an Intern shall not (i) be considered an employee of the City for any purpose; (ii) have any authority to act on

behalf of the City or as the City's agent; or (iii) receive any payment or benefit, monetary or non-monetary, including but not limited to worker's compensation benefits, as a result of participating in the Internship Program pursuant to this Agreement. The Intern Provider also agrees that it shall not be provided any payment or compensation for this Agreement.

6. TERMINATION. This Agreement may be terminated by the City for its convenience upon providing thirty (30) days prior written notice to the Intern Provider. In the event that there is any Intern currently participating in the Internship Program, termination pursuant to this paragraph shall not become effective until Intern completes all the requirements of the Internship Program unless Intern is removed from the Internship Program pursuant to this Agreement. If Intern is removed from the Internship Program pursuant to this Agreement termination shall become effective on the removal date.

7. COMPLIANCE WITH LAWS.

A. The City and Intern Provider shall comply with all current and future applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida Laws related to public records (e.g. Chapter 119, Florida Statute), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Fair Labor Standards Act, and the Americans with Disabilities Act.

B. In the event that Intern Provider receives a public records request pursuant to Chapter 119, Florida Statutes, Intern Provider shall immediately notify the City Clerk's Office and obtain written approval from the City Clerk's Office prior to releasing or disclosing public records because confidentiality and exemptions may apply.

C. The Intern Provider shall be responsible for ensuring that any Intern participating in the Internship Program comply with all applicable Laws, the rules and regulations of the Internship Program and the policies and procedures of the City.

8. RELEASE AND INDEMNIFICATION. In consideration for the City allowing the Internship Program, Intern Provider voluntarily assumes all risks of accidents, injury and damage, to an Intern and his or her property and hereby releases and discharges the City and its employees, agents, officers, elected and appointed officials, and volunteers (collectively, "Indemnified Parties") from every claim, liability, and demand of any kind. Further, to the extent permitted by law, Intern Provider shall defend at its expense, pay on behalf of, hold harmless and indemnify the Indemnified Parties from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to costs, expenses and attorneys' and experts' fees at trial and on appeal and Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which Claims are alleged to have arisen out of or in connection with, in whole or in part (i) the performance of this Agreement (including any amendments thereto) by Intern Provider, its employees, agents, representatives; (ii) the failure of Intern Provider, its employees, agents,

representatives or any Intern to comply and conform with applicable Laws; (iii) any negligent act or omission of the Intern Provider, its employees, agents, representatives or any Intern, whether or not such negligence is claimed to be either solely that of the Intern Provider, its employees, agents, representatives or any Intern, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) any reckless or intentional wrongful act or omission of the Intern Provider, its employees, agents, representatives or any Intern.

9. INSURANCE.

A. Intern Provider shall carry the following minimum types and amounts of insurance at its own expense during the term:

1) Commercial general liability insurance in an amount of at least One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars ($100,000); and (iv) contractual liability under this Agreement.

2) Workers= Compensation insurance as required by Florida law and Employers= Liability insurance in an amount of at least $100,000 each accident, $100,000 per employee, and $500,000 for all diseases. School District of Manatee County is self-insured.

B. If required by the City's Risk Management Department, the Intern Provider shall obtain and carry the following additional types and amounts of insurance at its own expense:

1) Commercial Auto Liability with minimum limits of $1,000,000 Combined Single Limit covering any auto including any owned or hired auto.

2) Professional Liability insurance with minimum limits of $1,000,000.

3) Sexual Molestation Insurance with minimum limits of $1,000,000.

C. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage. Intern Provider shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, Intern Provider shall provide copies of current policies with all applicable endorsements. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best=s Insurance Guide.

D. Intern Provider hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of

the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

E. The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Intern Provider hereunder from time to time.

10. EFFECT OF ILLEGALITY. If a court of competent jurisdiction or an administrative agency having authority to regulate any of the Parties holds this Agreement (or any portion of this Agreement) or the obligations to be performed pursuant to this Agreement illegal, invalid or unenforceable then this Agreement shall be automatically suspended. If this Agreement is suspended, the Parties agree to discuss amending this Agreement to eliminate the illegal, invalid or unenforceable aspects of this Agreement. If this Agreement is not amended within sixty (60) of the suspension, then this Agreement shall automatically terminate upon the lapse of the sixtieth (60) day.

11. NOTICE. Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY

City Administrator
City of St. Petersburg
175 5th Street N.
St. Petersburg, FL 33701

INTERN PROVIDER

Jay Bush
5520 Lakewood Ranch Blvd.
Bradenton, FL 34211

COPY TO:

Fire Chief
City of St. Petersburg Fire & Rescue
400 9th Street South
St. Petersburg, FL 33701

12. ASSIGNMENT. Intern Provider shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City=s prior written consent, which consent may be withheld by the City in its sole and absolute discretion.

13. AMENDMENT. This Agreement may be amended only in writing executed by the Parties.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

15. NO THIRD PARTY BENEFICIARIES. No persons other than the Intern Provider and City and their successors and assigns shall have any rights whatsoever under this Agreement.

16. SURVIVAL. All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

17. PERMITS AND LICENSES. Intern Provider shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Intern Provider=s performance of this Agreement.

18. NO WAIVER. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City=s consent respecting any action by Intern Provider shall not constitute a waiver of the requirement for obtaining the City=s consent respecting any subsequent action.

19. GOVERNING LAW; VENUE. This Agreement shall be construed pursuant to and governed by the laws of the State of Florida. Venue for any action arising hereunder or in connection herewith shall be exclusively within Pinellas County, Florida with respect to any state claim, and the Middle District of Florida, Tampa Division, for any federal claims not raised in the state courts.

20. HEADINGS. The headings are inserted for the convenience of the Parties and shall not affect the meaning, construction or interpretation of this Agreement.

21. INDEPENDENT ENTITIES. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

22. DUE AUTHORITY. Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

23. APPENDICES. Each appendix to this Agreement, including all attachments to each appendix is an essential part hereof and is incorporated herein by reference.

24. SOVEREIGN IMMUNITY. The parties acknowledge and agree that the City and the School Board of Manatee County, Florida, a political subdivision of the State of Florida, are sovereign entities that are by law immune from suit except to the extent specified in 768.28, Fla. Stat. No provision of the Agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

SCHOOL DISTRICT OF MANATEE COUNTY:

By: _____
Print: _____
Title: Superintendent_____

Sign: _____
Print: _____
Title: Board Chair

Sign: _____
Print: _____
Title: General Counsel

CITY OF ST. PETERSBURG, FLORIDA

By: _____
Print: _____
Title: _____

ATTEST:

(SEAL)

_____
City Clerk (Designee)

Approved as to Form and Content:

_____
City Attorney (Designee)

00680457

Internship Program

Appendix A

RESPONSIBILITIES OF THE INTERN PROVIDER: Intern Provider shall perform all of the following duties and obligations with due diligence, due care, and in good faith:

Provision to Provide Educational Services: Intern Provider shall provide to the City students who have demonstrated a basic level of proficiency and ability to perform technical skills as required by Manatee Technical College Health Science Education Program. Intern Provider shall ensure that Manatee Technical College ("MTC") also provides the requisite instruction, supervision and guidance required in this phase of the program. Intern Provider shall inform the City on who MTC will assign as program coordinator ("MTC Program Coordinator"). The MTC Program Coordinator shall make periodic visits to the City on the dates and times mutually agreed upon by the City and the MTC Program Coordinator. The MTC Program Coordinator shall, upon request, provide evidence of all initial and periodic background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to the City. The MTC Program Coordinator will collaborate with the City personnel to ensure that the students meet identified curriculum competencies, and the MTC Program Coordinator authority shall have the ability to discontinue the training of any student if deemed appropriate by the City in its sole discretion. Any student, when in training at the City, will at all times be under the direct supervision of assigned personnel at the City, and that such person(s) will complete the student evaluation (efficiency rating) in collaboration with the MTC Program Coordinator.

Internship Program

During the Internship Program, students are expected at a minimum to:

- Participate as directed with in house duties and maintenance of vehicle and supplies.
- Observe/assist with all aspects of the job function of an EMT or paramedic.
- Act as the team leader in a progressively responsible manner, beginning with Basic Level Service runs and progressing throughout the internship.
- Perform scene size up.
- Perform patient assessment to include vitals, physical examination and history taking.
- Formulate clinical impressions and treatment plans.
- Evaluate the effect of treatment interventions.
- Perform all skills in the EMT or paramedic's scope of practice as authorized by the Internship Program.
- Communicate with the receiving facility and medical control for notification and orders.

APPENDIX B

Adult ____ Check here if the intern is an adult. **Minor** ____ Check here if the intern is a minor.

IMPORTANT: ALL ADULT INTERNS AGREE:

_____[Insert Name]___ ("Intern"), by my own request, desire to participate in _____ program ("Internship Program") to learn about the services and operations of the City of St. Petersburg, Florida ("City"). The Internship Program is intended to assist Intern in achieving personal educational and career goals, and is solely educational in nature.

Intern agrees to obey all lawful instructions given by the City employees supervising any activity to which Intern may be assigned. Intern shall comply with all applicable laws, the rules and regulations of the Internship Program and the policies and procedures of the City.

Intern acknowledges and agrees that Intern shall not (i) be considered an employee of the City for any purpose; (ii) have any authority to act on behalf of the City; and (iii) receive any payment or benefit, monetary or non-monetary, including but not limited to worker's compensation benefits, as a result of Intern participating in the Internship Program.

A criminal history check and credit check may be required before Intern is given final approval to participate in the Internship Program. Intern affirms that all personal information provided is correct. Intern understands that the City will **NOT** preclude anyone from participating in the Internship Program based on race, ethnicity, gender, national origin, religion, age, gender identity, sexual orientation, disability or any other demographic data provided. Intern understands that providing false information may eliminate Intern from the Internship Program and may impact future employment with the City.

The attached Adult Release, Waiver, Hold Harmless and Indemnity Agreement must be signed before Intern may participate in the Internship Program. I understand this constitutes a waiver of legal rights and that I must read the Adult Release, Waiver, Hold Harmless and Indemnity Agreement carefully before signing it. I understand and acknowledge that discussion of said agreement with an attorney is encouraged.

Intern:

Print Name: _____ Signature: _____ Date:_____

IMPORTANT: ALL MINOR INTERNS, THEIR NATURAL GUARDIAN(S)/LEGAL GUARDIAN(S) AGREE:

_____[Insert Name]_____ ("Intern"), by his or her own request, or by the request by a natural guardian(s) (as defined in F.S. § 744.301) or legal guardian(s) of minor Intern, desires to participate in _____ program ("Internship Program") to learn about the services and operations of the City of St. Petersburg, Florida ("City"). The Internship Program is intended to assist Intern in achieving personal educational and career goals, and is solely educational in nature.

Intern agrees to obey all lawful instructions given by the City employees supervising any activity to which Intern may be assigned. Undersigned natural guardian or legal guardian agree with this requirement and commit to explain to the minor Intern the requirement to obey all lawful instructions given by supervising City employees.

Intern shall comply with all applicable laws, the rules and regulations of the Internship Program and the policies and procedures of the City. Undersigned natural guardian or legal guardian agree with this requirement and commit to explain to the minor Intern the requirement to comply with all applicable laws, the rules and regulations of the Internship Program and the policies and procedures of the City.

Intern acknowledges and agrees, and natural guardian or legal guardian acknowledges and agrees that Intern shall not (i) be considered an employee of the City for any purpose; (ii) have any authority to act on behalf of the City; and (iii) receive any payment or benefit, monetary or non-monetary, including but not limited to worker's compensation benefits, as a result of Intern participating in the Internship Program.

A criminal history check and credit check may be required before Intern is given final approval to participate in the Internship Program. Intern or parent/legal guardian of minor Intern affirms that all personal information provided is correct. Intern or parent/legal guardian of minor Intern understands that the City will **NOT** preclude anyone from participating in the Internship Program based on race, ethnicity, gender, national origin, religion, age, gender identity, sexual orientation, disability or any other demographic data provided. Intern or parent/legal guardian of minor Intern understands that providing false information may eliminate Intern from the Internship Program and may impact future employment with the City.

The attached Minor Release, Waiver, Hold Harmless and Indemnity Agreement must be signed before Intern may participate in the Internship Program. We understand this constitutes a waiver of legal rights and that we must read the Minor Release, Waiver, Hold Harmless and Indemnity Agreement carefully before signing it. We understand and acknowledge that discussion of said agreement with an attorney is encouraged.

Intern:

Print Name: _____ Signature: _____ Date: _____

Natural Guardian(s) (as defined in F.S. § 744.301) or Legal Guardian(s):

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____

Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement

(Must be completed if Intern is an Adult)

In consideration of the participation of _____, Intern, in the Internship Program, I agree as follows:

1. I, personally and on behalf of my heirs, personal representatives, executors and assigns, hereby release, waive, discharge and covenant not to sue the City, its City Council, Mayor, any City department or subdivision, its employees, servants, representatives, officers, agents, volunteers, and successors and assigns ("hereinafter collectively referred to as Releasees"), from any and all claims, demands, actions, causes of action, judgments, costs, expenses, court costs, attorneys' fees or other damages or liability, of any nature whatsoever, including but not limited to personal injury, property damage or wrongful death, whether caused by the sole, contributory or gross negligence of Releasees, or otherwise, or whether arising out of any defect, or presence or absence of any condition in or on any City property, premises, or right of way or in any City vehicle, which against Releasees, I, ever had, now have or can, shall, or may have, upon or by reason of, directly or indirectly relating to, or arising from, my participation in the Internship Program.
2. I voluntarily and expressly assume full responsibility for any risk of bodily injury, death, and property damage due to the negligence whether sole, contributory or gross negligence, of any or all Releasees while I participate in the Internship Program.
3. I hereby agree to defend at my expense, pay on behalf of, indemnify and save and hold harmless Releasees, from and against any and all claims, demands, liens, liabilities, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorneys' fees at trial and on appeal for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, my participation in the Internship Program, including without limitation, damage or injuries alleged or claimed to have arisen out of or in connection with my negligence, whether sole, contributory or gross, whether or not the damage or injuries are alleged or claimed to have arisen in part due to any negligence of the Releasees or other third party, my intentional wrongful acts or omissions, or my failure to comply with applicable laws, rules, regulations, standards and ordinances.
4. I acknowledge the fact that this Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement, including my name and phone number, could become a public record pursuant to Florida Statute Section 119 and will be available to members of the public upon their request.
5. I expressly agree that this Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. I have read and voluntarily sign this Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this ____ day of _____, 20__.

Intern:

Print Name: _____ Signature: _____ Date of Birth: _____

Witness Signature (City Representative): _____Print Name:_____

Send original of this completed form to Risk Management and a copy to division supervisor

Minor Release, Waiver of Claims, Hold Harmless and Indemnity Agreement

(Must be completed if Intern is an Minor)

In consideration of the participation of _____, Intern, in the Internship Program, I/We, _____ _____ natural guardian(s) (as defined in F.S. § 744.301) or legal guardian(s) of the Intern and the Intern hereby agree as follows:

1. I, personally and on behalf of my heirs, personal representatives, executors and assigns, and on behalf of the Intern and the Intern's heirs, personal representatives, executors and assigns, hereby release, waive, discharge and covenant not to sue the City, its City Council, Mayor, any City department or subdivision, its employees, servants, representatives, officers, agents, volunteers, and successors and assigns ("hereinafter collectively referred to as Releasees"), from any and all claims, demands, actions, causes of action, judgments, costs, expenses, court costs, attorneys' fees or other damages or liability, of any nature whatsoever, including but not limited to personal injury, property damage or wrongful death, whether caused by the sole, contributory or gross negligence of Releasees, or otherwise, or whether arising out of any defect, or presence or absence of any condition in or on any City property, premises, or right of way or in any City vehicle, which against Releasees, I or the Intern ever had, now have or can, shall, or may have, upon or by reason of, directly or indirectly relating to, or arising from, the Intern's participation in the Internship Program.

2. I hereby personally, or on behalf of the Intern, voluntarily and expressly assume full responsibility for any risk of bodily injury, death, and property damage due to the negligence, whether sole, contributory or gross negligence, of any or all Releasees while the Intern participates in Internship Program.

3. I hereby agree personally, or on behalf of the Intern, to defend at my expense, pay on behalf of, indemnify and save and hold harmless Releasees, from and against any and all claims, demands, liens, liabilities, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorneys' fees at trial and on appeal for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, my participation in the Internship Program, including without limitation, damage or injuries alleged or claimed to have arisen out of or in connection with my negligence, whether sole, contributory or gross, whether or not the damage or injuries are alleged or claimed to have arisen in part due to any negligence of the Releasees or other third party, my intentional wrongful acts or omissions, or my failure to comply with applicable laws, rules, regulations, standards and ordinances.

4. I acknowledge the fact that this Minor Release, Waiver of Claims, Hold Harmless and Indemnity Agreement, including my name and phone number, could become a public record pursuant to Florida Statute Section 119 and will be available to members of the public upon their request.

5. I expressly agree, personally and on behalf of the Intern, that this Minor Release, Waiver of Claims, Hold Harmless and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Minor Release, Waiver of Claims, Hold Harmless and Indemnity Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6. I have read and voluntarily sign this Minor Release, Waiver of Claims, Hold Harmless and Indemnity Agreement, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

7. I hereby agree that I am the natural guardian(s) or legal guardian(s) of the Minor and that I am fully competent and legally able to execute this Minor Release, Waiver of Claims, Hold Harmless and Indemnity Agreement on behalf of the Minor with the intent to bind both myself and the Minor by the terms hereof.

8. **INDEMNITY AGREEMENT**. I hereby personally agree to **indemnify**, defend at my own expense and pay on behalf of, the City, its City Council, Mayor, any City department or subdivision, its employees, servants,

representatives, officers, agents, volunteers, and successors and assigns, from and against any and all claims, demands, liens, liabilities, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorney's fees at trial and on appeal brought for, by or on behalf of the Minor against the City, its representatives, officers, agents, volunteers, and successors and assigns, arising out of or in connection with, in whole or in part, directly or indirectly, the Intern's participation in the Internship Program.

9. **NOTICE REQUIRED BY F.S. § 744.301 TO THE MINOR'S NATURAL GUARDIAN(S)**. I HAVE READ THIS MINOR RELEASE, WAIVER OF CLAIMS, HOLD HARMLESS AND INDEMNITY AGREEMENT COMPLETELY AND CAREFULLY. I AM AGREEING TO LET MY MINOR INTERN ENGAGE IN A POTENTIALLY DANGEROUS INTERNSHIP PROGRAM. I AM AGREEING THAT, EVEN IF RELEASEES USE REASONABLE CARE IN SUPERVISING ANY ACTIVITY TO WHICH MY MINOR INTERN MAY BE ASSIGNED, THERE IS ALWAYS A CHANCE MY MINOR INTERN MAY BE SERIOUSLY INJURED OR KILLED BECAUSE THERE ARE CERTAIN DANGERS WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS MINOR RELEASE, WAIVER OF CLAIMS, HOLD HARMLESS AND INDEMNITY AGREEMENT I AM GIVING UP MY MINOR INTERN'S RIGHT AND MY RIGHT TO RECOVER FROM RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO MY MINOR INTERN OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE INHERENT RISKS THAT MAY ARISE AS A RESULT OF MY MINOR INTERN PARTICIPATING IN THE INTERNSHIP PROGRAM. I HAVE THE RIGHT TO REFUSE TO SIGN THIS MINOR RELEASE, WAIVER OF CLAIMS, HOLD HARMLESS AND INDEMNITY AGREEMENT, AND THE CITY HAS THE RIGHT TO REFUSE TO LET MY MINOR INTERN PARTICIPATE IN THE INTERNSHIP PROGRAM IF I DO NOT SIGN THIS MINOR RELEASE, WAIVER OF CLAIMS, HOLD HARMLESS AND INDEMNITY AGREEMENT.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this ____ day of _____, 20_

Natural guardian(s) or legal guardian(s) of Minor Intern:

Print Name: _____ Signature: _____ Date of Birth: _____

Print Name: _____ Signature: _____ Date of Birth: _____

Minor Intern:

Print Name: _____ Signature: _____ Date of Birth: _____

Emergency Phones: ( ) _____/ ( ) _____

Address(s): _____/_____

Witness Signature (City Representative): _____Print Name:_____

Send original of this completed form to Risk Management and a copy to division supervisor

st.petersburg
www.stpete.org

March 7, 2023

To whom it may concern,

This is to certify that the City of St Petersburg, Florida is a fully qualified General Liability and Automobile self insurer under Florida Statute 768.28 to the extent and limits provided by the statute. The limits of the self insurance are $200,000.00 per person and $300,000.00 per occurrence. This self insurance will cover the actions of the City's officers, agents, employees and volunteers while acting in the scope and course of their employment, for the City of St Petersburg, Florida.

The City of St Petersburg, Florida is also a fully qualified self-insurer under Florida Statute 440 for Worker's Compensation.

Should you have any questions about this coverage, please contact me at the City of St. Petersburg Risk Management Division.

Sincerely,

Aleksey Morozov

Aleksey Morozov
Risk Manager Analyst
(727) 893- 7314
Aleksey.Morozov@stpete.org

City of St. Petersburg
Risk Management Division
P.O. Box 2842
St. Petersburg, FL 33731-2842

AGENDA ITEM NO. 11.15

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Manatee Technical College (MTC) 2023-2024 Adult Student Fee Schedule, Effective July 1, 2023, No Financial Impact

Executive Summary
The Legislature requires students enrolled in adult post-secondary career and technical education programs/courses and Adult General Education students to pay tuition and fees. The required local effort for an adult student varies with classification and is based on course framework requirements as established by the Florida Department of Education (FLDOE).

School districts may establish fees based on Florida Statutes for students enrolled in post-secondary workforce education programs.

Residency for Tuition Purposes shall be determined as required in s. 1009.21, Florida Statutes. In addition, due to the passing of SB7028, all qualified veterans will now be entitled to an out-of-state fee waiver, which sets their tuition to that of the cost charged to Florida Residents.

The attachment presents the tuition fees for fiscal year 2023-2024. The other fees reflect the cost of supplies and materials necessary for a student to perform classroom and laboratory experiences required in the programs, or other costs associated with attending Manatee Technical College (MTC) which vary with the nature and length of the program or course. Some of the fees listed are program, activity, or situation specific and will be charged accordingly.

There are numerous scholarships, financial aid resources, and student exemptions from fee payments available to adult students who meet a certain criteria; for example: Pell Grants, Financial Aid Trust Fund, and Fee Waivers. Student tuition payment plans could also be offered based on committee approval.

A copy of the fee schedule is attached for review.

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

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

Recommendation
The Superintendent recommends approval of the Manatee Technical College (MTC) 2023-2024 adult student fee schedule, effective July 1, 2023, 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 Fee Schedule 2023-2024, Board Date 062723

Manatee Technical College (MTC)

Proposed Tuition and Fees 2023-2024 –Effective July 1, 2023

Background: Annually the Florida Legislature establishes the tuition for post-secondary centers. There are no tuition changes this year from the Florida Legislature. Continuing Workforce tuition must generate revenue 100% of the total cost in order to provide the course.

TUITION

Tuition	Cost Per Hour	Financial Aid	Capital Improvement	Technology Fee	Total
Job Prep – Resident	$2.44	$.24	$.12	$.12	$2.92
Job Prep -- Non-Resident	$9.78	$.97	$.48	$.48	$11.71

Adult Ed - Resident/Non-Resident $45.00 per semester

Continuing Workforce Development $5.25*

*The tuition for Continuing Workforce Development courses must generate revenue 100% of the total costs. Therefore, the fees charged per hour for Continuing Workforce Development courses will vary based on the actual cost of the individual course. The amount of $5.25 is used as an example. The actual cost may be higher or lower.

OTHER FEES

- GED - Completed Battery of 4 tests $128, or $32 each.
  Retest fees - $12 each for reading, math, science, or social studies, 3rd attempt is $32 each.
- Florida Basic Abilities Test (FBAT) - Required for students entering the Basic Law Enforcement and Corrections programs - $45 + handling fee.
- Dental Assisting Test (HESI) - $60.00
- LPN Test (TEAS) - $80.00
- Basic Skill Assessment (CASAS) - $30; Retakes - $10
- Standardized Testing fees such as Industry Certification/Licensure/other tests and exams- Fees based on actual cost and administered at the cost of the test plus any expenses incurred.
- Program Laboratory Fees varies by program from $90-$3,360.
- Career and Technical Student Organization Leadership Fee - $30 (optional).
- Application Fee Career Prep Programs - $45.
- Administrative Fee - $40 - covers parking, ID badge and Health and Safety. (Waived for Adult Ed)
- Uniforms - $10 and up - based on individual program – standard sizes.
- ID Card replacement card $10; ID w/ lanyard $12.
- Non-Sufficient Funds Fee for returned checks – based on amount collected and administered by a third-party provider such as Check Ready or others as approved.
- Copying - $0.15 per page (for student records, Financial Aid, billing, etc.).
- Transcript & Certificates - $12 Official Transcript including processing fee, for a duplicate certificate copy - $8.00 plus $4.00 processing fee.

- Drug Testing Fee when applicable - $25 or current fee, subject to change.
- Level II Background Check - $55-Cash; $58-Credit Card
- Fingerprinting - $85 subject to change due to agency costs. (Paid directly to vendor).
- Some health programs such as LPN may have a second fingerprinting/background check before graduation $85 subject to change due to agency costs. (Paid directly to vendor).
- Some programs have a High Liability Fee - $14 and $55.
- Graduation Fee – up to $50 maximum (for cap, gown and tassel) based on individual program if participating.
- Note: Some fees can be waived at the discretion of the MTC administration on a case by case bases.

AGENDA ITEM NO. 11.16

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept, and Expend the Strengthening Career and Technical Education for the 21st Century Act (Perkins V), formerly known as the Carl D. Perkins Secondary Grant for the 2023-2024 School Year in the Amount of $512,858.00

Executive Summary
The purpose of the Secondary grant funded by the Strengthening Career and Technical Education for the 21st Century Act (Perkins V) is to develop more fully the academic and technical skills of secondary students who elect to enroll in career and technical education (CTE) programs.

This is an entitlement grant; under the existing federal authorization, the School District of Manatee County is allocated an estimated $512,858.00 (allocation is contingent on Florida's 2023 federal award). The secondary grant will support secondary CTE programs.

A copy of the grant is attached for review.

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

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Recommendation
The Superintendent recommends approval to apply, accept, and expend the Strengthening Career and Technical Education for the 21st Century Act (Perkins V), formerly known as the Carl D. Perkins Secondary Grant for the 2023-2024 school year in the amount of $512,858.00.

Financial Impact
There is no cost to General Fund. All activities under this grant are funded by federal Perkins V dollars at no material expense to the District. This grant will bring the District an estimated $512,858.00 for the period July 1, 2023 to June 30, 2024.

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

Attachments:
Perkins Secondary Grant 2023-2024 Application
Perkins Secondary Grant 2023-2024 Narrative
Perkins Secondary Grant 2023-2024 Budget

Florida Department of Education
Project Application

Please return to:	A) Program Name:	DOE USE ONLY
Florida Department of Education upload into Office of Grants Management (OGM) ShareFile folder **AgencyNumber_AgencyName _XXB004_submit**	Perkins V — Secondary **TAPS NUMBER:** 24B004	Date Received
B) Name and Address of Eligible Applicant:		**Project Number (DOE Assigned)**

C) Total Funds Requested:	D) Applicant Contact & Business Information	
$512,858	Contact Name Dr. Paul Gansemer Ex. Dir, Adult, Career, & Technical Ed. Fiscal Contact Name: Rochelle Maningas, Grants Accountant	Telephone Numbers. (941) 751-6550 x43206 (941) 708-8770 x41148
DOE USE ONLY	Mailing Address 2150 Manatee Ave West Bradenton, FL 34205	E-mail Addresses gansemerp@Manateeschools.net
Total Approved Project:	Physical/Facility Address: 2501 63rd Avenue E Bradenton, FL 34203	UEI number: 100012962 FEIN number: 596000728

CERTIFICATION

I, _____CYNTHIA SAUNDERS_____, (*Please Type Name)* as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application 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) Cynthia Saunders (May 23 2023 11 20 EDT)	Superintendent	05/23/2023
Signature of Agency Head	Title	Date

Pending Board Approval

Program Name:		Program Code and/or CIP	Participating Schools and Institutions	Accelerated Credit Opportunity(ies)
Secondary	*Middle School:* Applied Engineering	8401100 high school program	Manatee County Schools Haile Middle School, Johnson K-8	High School Credit
	High school: Applied Engineering	8401100-high school program	Manatee County Bayshore, Braden River, Lakewood Ranch, Manatee, Palmetto, Parrish Community & Southeast High Schools	Completion of Applied Engineering Technology 1-3 and Advanced Applications in Technology can earn students 3-27 credit hours at State College of Florida (courses ETI1701, ETD1320C, ETM1010C, ETI111C, EET1084, ETI1420C, ETD2364C) Applicable credits would be applied to an Engineering Technology Support Specialist and/or an AS Degree in Engineering Technology
Postsecondary	*Registered Apprenticeship:* N/A	N/A		
	Technical College/Center:	Industrial Technology I100200, Machining Technologies I200100, Electrical and Instrumentation Technology 1 I110100	Manatee Technical College	Completion of one of these career certificate programs can earn students 3-9 credit hours at State College of Florida (courses ETI1701, ETM1010C, EET1084, Applicable credits would be applied to an Engineering Technology Support Specialist and/or an AS Degree in Engineering Technology
	FCS Institution: AS Degree or Certificate Programs in Engineering Programs Electronics CCC 0615030310, Engineering Technology Support CCC 0615000007 Or Engineering Technology 0615000001	Electronics CCC 0615030310, Engineering Technology Support CCC 0615000007 Or Engineering Technology 0615000001	State College of Florida, Manatee-Sarasota	Statewide articulation for related CAPE industry certification may apply
	University: BS degree in Engineering Programs including Civil, Mechanical, Electrical and Environmental	CIP codes	Florida University System	Statewide articulation for related CAPE industry certification may apply

ATTACHMENT E

2023–2024 Secondary CTE Assurances

Applicants must thoroughly read the assurances and acknowledgements prior to determining whether to submit an application. If an applicant is awarded funds, the applicant will become a grantee and must agree to all terms and conditions herein.

The agency head must initial each item in the space provided. Failure to assure compliance with each of the following requirements will result in the rejection of the application.

School District of Manatee_, hereby acknowledge and agree to the statements below.
Name of Grantee

A. Career and Technical Education Instructional and Programmatic Policies

The Grantee agrees:

PG PG CS _____ 1 To use the Florida Career and Technical Education Curriculum Frameworks located at http //www fldoe org/academics/career-adult-edu/career-tech-edu/curriculum-frameworks/ in accordance with Rule 6A-6.0571 to plan, deliver and assess instruction

PG PG CS _____ 2 To ensure that all career and technical education teachers meet the minimum requirements and abide by the provisions set forth in the applicable sections in Chapter 1012 Personnel of the Florida Statutes Section 1012 39 (1)(c), F S

PG PG CS _____ 3 To provide local professional development as defined in Perkins V Section 3(40) for staff and faculty and ensure participation in state-provided professional development and meetings as appropriate and deemed mandatory by the state

PG PG CS _____ 4 To offer at least one program of study (Sec 134(b)(2)) that meets all of Florida's Programs of Study Standards at http://www.fldoe org/academics/career-adult-edu/Perkins/ProgramsofStudy.stml.

PG PG CS _____ 5 To undertake the necessary steps to identify, adopt or develop additional programs of study in order to achieve the *Perkins V State Plan* requirement that 75% (or more) of all local career and technical education students are enrolled in a fully implemented Perkins V program of study in program year 2022-2023

PG PG CS _____ 6 To collaborate with local workforce development boards and other local workforce agencies, one-stop delivery systems described in Section 121(e)(2) of the Workforce Innovation and Opportunity Act (29 U S C 3151(e)(2)), and other partners to provide—

a) career exploration and career development coursework, activities, or services,
b) career information on employment opportunities that incorporate the most up to-date information on high-skill, high-wage, or in-demand industry sectors or occupations, as determined by the Comprehensive Local Needs Assessment, and
c) an organized system of career guidance and academic counseling to students before enrolling and while participating in a career and technical education program (Sec 134(b)(3))

PG PG CS _____ 7 To incorporate challenging State academic standards, including those adopted by Florida under Section 1111(b)(1) of the Elementary and Secondary Education Act of 1965

PG PG CS _____ 8 To provide activities to prepare special populations for high-skill, high-wage, or in-demand industry sectors or occupations that will lead to self-sufficiency

PG PG CS _____ 9 To prepare career and technical education participants for non-traditional fields

PG PG CS 10 To provide equal access for special populations to career and technical education courses, programs, and programs of study

PG PG CS 11 To ensure that members of special populations will not be discriminated against based on their status as members of special populations

B. Comprehensive Local Needs Assessment (CLNA)

The Grantee agrees:

PG PG CS 1 To ensure that all career preparatory and technology education programs being supported with Perkins funds meet Florida's Perkins V Secondary Size, Scope and Quality (SSQ) Standards at http //fldoe org/academics/career-adult-edu/Perkins/clna.stml (Sec 134(c)(2)(B)(i), Sec 135(b)) Newly implemented and in development programs utilizing Perkins funds that are being brought into SSQ compliance must meet all SSQ criteria within a timeframe less than the total length of the program Programs must have students enrolled as a condition to utilize Perkins funds for support

PG PG CS 2 To ensure all career preparatory and technology education programs supported by Perkins funds are aligned to State, regional, Tribal, or local in-demand industry sectors or occupations as evidenced by the comprehensive local needs assessment (Sec 134(c)(2)(B)(ii))

PG PG CS 3 To maintain all relevant documentation relating to need identification and stakeholder engagement for five (5) years beyond the time of submission to the FDOE

PG PG CS 4 To ensure that programs and courses identified by FDOE as ineligible to be supported with Perkins V funding will not be supported with local Perkins funds

PG PG CS 5 To ensure that stakeholder engagement required in Sec 134(d) and Sec 134(e) will take place to inform updates to the comprehensive local needs assessment, labor market alignment, implementation of programs and programs of study, implementation of work-based learning, and the coordination of local resources

PG PG CS 6 To conduct the biennial comprehensive local needs assessment during the 2023–2024 program year

C. Program Performance: Program Improvement and Data Reporting

The Grantee agrees:

PG PG CS 1. To adhere to the prescribed data collection and reporting requirements from the FDOE and as mandated by the Strengthening Career and Technical Education for the 21st Century Act (Perkins V) Annually, the FDOE will publish data reporting handbooks identifying all reporting requirements and formats

a) Failure to report accurate and complete data during the required reporting periods may result in the return of funds

PG PG CS 2 To accept that each eligible recipient will be expected to meet the local agreed upon performance levels for each secondary performance measure

PG PG CS 3 To accept that performance on the Perkins V measures is based on each recipient's accurate data submission of student performance information as reported to the state

PG PG CS 4 To accept the requirement to implement additional program improvement measures and/or activities if the eligible recipient is not meeting 90% of the required performance target for any measure

PG PG CS 5 To address disparities or gaps in performance as described in Section 113(b)(3)(C)(ii)(II) in the coming plan year, and if no meaningful progress has been achieved prior to the third program year, additional actions will be taken to eliminate those disparities or gaps

D. Grants and Fiscal Management and other Federal and State Administrative Provisions

The Grantee agrees:

PG CS 1 To accept the Strengthening Career and Technical Education for the 21st Century Act (Perkins V) Four Year Plan (July 1, 2020 to June 30, 2024) grant period, the funds are appropriated annually and FDOE will evaluate eligible recipient's grant application each program year Grantees agree to expended Perkins V funds on eligible career and technical education (CTE) programs that

i document a need specified within the Comprehensive Local Needs Assessment (CLNA) in accordance with Perkins V Section 134(c –e)

ii meet the Perkins V requirements for sufficient Size, Scope and Quality as specified in Florida's *Perkins V State Plan* in accordance with Perkins V Section 134(c)(2)(B)(i) and

iii coincide with the Requirements for Uses of Funds in accordance Perkins V Section 135

PG CS 2 To accept overall responsibility for ensuring that the grant funds are managed in accordance with Florida's *Perkins V State Plan*, Sections 134 and 135 of Perkins V, GEPA, OMB Circulars, UGG, EDGAR, Project Application and Amendment Procedures for Federal and State Programs (*Green Book*), any other relevant statutes, and regulations for guidance

Furthermore, the applicant accepts the responsibility to use fiscal internal control and accounting procedures that will ensure the proper disbursement of, and accounting for, federal funds Applicable federal regulations include

a Education Department General Administrative Regulations (EDGAR) http //www2 ed gov/policy/fund/reg/edgarReg/edgar html

b 2 CFR 200 in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

PG CS 3 To retain records for financial transactions and supporting documentation for auditing purposes If records are requested by the FDOE or the State of Florida Division of Financial Services, all records must be provided Records should be maintained for **five years** from the last day of the program or longer if there is an ongoing investigation or audit

PG CS 4 To accept the requirement that the FDOE will monitor grantee's compliance with program and fiscal requirements according to applicable federal and state laws and regulations specified by

- 2 CFR 200 of the Uniform Guidance https //www federalregister gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards
- Florida Department of Financial Services ***Reference Guide for State Expenditures*** https //www myfloridacfo com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures pdf and guidelines published in the Florida Department of Education's ***Green Book*** available at http //www fldoe org/finance/contracts-grants-procurement/grants-management/project-application-amendment-procedur stml
- The DCAE, ***Quality Assurance Policies, Procedures and Protocols Manual*** is available at http //www fldoe org/academics/career-adult-edu/compliance/

PG CS 5 To ensure that funds received through this grant will be used to supplement Perkins V CTE program operating funds and will in no case be used to supplant local and state funding for such programs

PG CS 6 To maintain Personnel Activity Reports (also referred to as Time and Effort Reports) for all applicable federal and state funded employees and ensure that these reports are signed by the employee and the supervisor

PG CS 7 To accept that FDOE contract managers will periodically review the progress made on the implementation of your local four-year plan

PG CS 8 To submit a completed DOE 399 form, Final Project Disbursement Report, and the Projected Equipment Purchases Form to the FDOE, Comptroller's Office, by August 20, 2023

PG CS 9 To accept that equipment purchased under this program must follow the Uniform Guidance found at https://www federalregister gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards

PG CS 10 To ensure equitable access to, and participation of students, teachers, and other program beneficiaries with special needs For details, refer to http //www ed gov/fund/grant/apply/appforms/gepa427 pdf

PG CS 11 To accept that if Grantee fails or refuses for any reason to perform any of its obligation under this contract or violates the grant policies, procedures or assurances, FDOE may impose such sanctions as it may deem appropriate Sanctions may include, but are not limited to, placing the Grantee on a Corrective Action Plan (CAP), cancellation or termination of the contract, repayment of funds to the Agency, reduction in current year funds, reduction in future funds, withholding of payments in whole or in part, and the seeking of other remedies as may be provided by this contract law Any cancellation, termination, or suspension of this contract, if imposed, shall become effective at the close of business on the day of Grantee receipt of written notice thereof from FDOE

E. Data Privacy and Security

The Grantee agrees:

PG CS 1 To comply with the Family Educational Rights and Privacy Act (FERPA) (20 U S C 1232g), a federal privacy law administered by the U S Department of Education FERPA and its implementing regulations (34 Code of Federal Regulations [CFR] part 99) protect the privacy of students' education records and afford parents and eligible students certain rights to inspect and review education records, to seek to amend these records, and to consent to the disclosure of personal identifiable information (PII) from education records Unless expressly indicated in 20 U S C 1232g, FERPA prohibits the disclosure of PII from education records without written consent For the full text of 20 U S C 1232g, see the Office of the Law Revision Counsel's United States Code Web page at http //uscode house gov/view xhtml?req=(title 20%20section 1232g%20edition prelim) The US ED provided information on FERPA on this site https //ed gov/policy/gen/guid/fpco/ferpa/index html

PG CS 2 To ensure access to individual records will be stringently controlled through technical security conventions and passwords, complimentary to those established by Northwest Regional Data Center Appropriate computer passwords and Login ID's shall be assigned to users in order to establish each user's data access authority only to the records or data elements required to complete federal- or state-mandated activities

PG CS 3 To comply with records retention schedules established by the Florida Department of State, Division of Library and Information Services, Records management program, consistent with the requirements of Section 257 36, Florida Statutes

I certify that I have reviewed, understand, and agree to comply with the above assurances.

Cynthia Saunders	Cynthia Saunders (May 23, 2023 11 20 EDT)
Print Name of Agency Head	**Signature of Agency Head**
Dr. Paul Gansemer	Dr. Paul M. Gansemer
Print Name of Program Contact	**Signature of Program Contact**

FLORIDA DEPARTMENT OF EDUCATION (FDOE)
2023–2024 Request for Application (RFA Entitlement)
Perkins V — Secondary

TAPS# 24B004

2020–2024 PERKINS V REQUIREMENTS

Secondary Local 2023–2024 Continuation Grant Application for Perkins V

Section 1. Comprehensive Local Needs Assessment and Stakeholder Engagement

A Comprehensive Local Needs Assessment (CLNA) is required of all eligible recipients every two years in order to guide activity and program development to meet Perkins V requirements. Local eligible recipients conducted their first CLNA during the 2019–2020 program year for implementation in the 2020–2021 and 2021–2022 program years. The second CLNA was conducted during the 2021–2022 program year for implementation in the 2022–2023 and 2023–2024 program years. The third CLNA is to be conducted during the 2023–2024 program year for implementation in the 2024–2025 and 2025–2026 program years, pending continuation or reauthorization of the State's Four-Year Perkins plan.

CLNA requirements for the 2023–2024 local continuation grant application:

A **Secondary CLNA and Budget Excel Workbook** contains required worksheets, including: CLNA Program Summary, DOE 101 Budget Narrative Form; and Projected Equipment Purchases Form. (NOTE that the size, scope and quality, labor market alignment, programs of study, and fundable programs worksheets have been combined into the CLNA Program Summary form for the 2023–2024 program year.) The Secondary CLNA and Budget Excel Workbook will be provided under separate cover.

A. Please Respond to the Following Questions:

Question	Response

i.	Describe the process your agency will use to conduct the required biennial CLNA during the 2023–2024 program year. The results from this CLNA will guide the updates for your agency's Perkins V high priorities that will be implemented in the 2024–2025 and 2025–2026 program years.	In the summer of 2019 at the Florida Association of Career and Technical Education (FACTE) conference, representatives from the secondary programs in Manatee and Sarasota counties, Manatee Technical College, Suncoast Technical College and State College of Florida along with the Career Source Suncoast formed the Manasota CLNA Task force. We met bi-weekly from September 2019-June 2020 to collaborate on the CLNA process and work together to make our programs better. We conducted surveys, and in person meetings with stake holders to ascertain the needs of the communities we serve. In 2021-22 we have continued to collaborate as the need arises, and some members meet on a bi-monthly basis to discuss areas of opportunity. Individually, each institution collected data to support program needs and identify gaps in service or coverage. We used previous years' Perkins' indicators to show areas of need/focus. We used our local student information system to pull data related to program completion, industry certification, GPA, and demographics to assist in identification of gaps or challenges. We further used the Local Targeted Occupations List, Regional Targeted Occupations List, Southwest FL Projections List and Career Source Suncoast Projections to determine if a program was expected to be high wage, high skill or in demand. We will conduct new surveys with instructors, students, parents and the business community to determine our progress and areas of need. Additionally, all 23-24 advisory council meetings will have a CLNA agenda item. We will be meeting with our partners at SCF, SCT, MTC and Sarasota County Schools to determine the best way to collaborate with local agencies on the 23-24 CLNA.
ii.	Describe the process your agency will implement to engage and consult with stakeholders to conduct the required biennial 2023–2024 CLNA, and identify any new stakeholders not previously involved in the process and how they are providing input into the CLNA development in accordance with Section 134(e).	We will be meeting with our partners at SCF, SCT, MTC, Career Source Suncoast and Sarasota County Schools to determine the best way to collaborate with local agencies on the 23-24 CLNA.

iii.	Describe what fiscal resources will be needed to effectively conduct the biennial 2023–2024 CLNA update. Possible resources needed may include, but are not limited to, outside consultants, additional staff, travel expenditures, and funds needed to conduct meetings.	We feel certain that we will be able to conduct our CLNA with minimal expenditure of funds. The largest cost will likely be mileage to and from meetings.

B. Size, Scope and Quality (SSQ) for Middle Grades Courses and Grades 9–12 Career Preparatory and Technology Education Programs

The purpose of this section is to give local eligible recipients an opportunity to provide information related to size, scope and quality of career and technical education programs.

i. **Populate the CLNA Program Summary Worksheet in the Secondary CLNA and Budget Excel Workbook with the required SSQ information.** *Report both middle grades and secondary.* **SEE EXCEL Workbook**

ii. **List High-Priority SSQ Needs:** As a result of your CLNA review, provide a numbered list of the high-priority need(s) that will be addressed in the 2023–2024 program year.

Add additional rows as necessary.

Reference Number	Need (Use for Planning and Budgeting)
1	**Continued support for new and existing teachers for release time, subs, CTSOs and professional development**
2	**Continued support for Advisory councils and professional partnerships**
3	**Continued support for teachers & students in our CTSOs**
4	**Continued support for classroom supplies, repairs, and equipment**

Add additional rows, as needed

C. Labor Market Alignment (LMA)

The purpose of this section is to give local eligible recipients an opportunity to make changes, provide updates and add new Labor Market Alignment programs to their original four-year local plan.

i. **Populate the CLNA Program Summary Worksheet in the Secondary CLNA and Budget Excel Workbook with the required LMA information. SEE Workbook**

D. Development and Implementation of CTE Programs and Programs of Study (POS)

The purpose of this section is to give local eligible recipients an opportunity to identify high priority needs related to program and program of study development and implementation.

i. **List High-Priority CTE Programs and Programs of Study Needs:** As a result of your CLNA review, provide a **numbered list** of the high-priority need(s) that will be addressed in the 2023–2024 program year.

Reference Number	Need (Use for Planning and Budgeting)
1	**Continued support for teachers & staff to attend advisory council and articulation meetings**
2	**Continued support for Career Pathways Coordinator position to work with MTC and SCF staff and students**
3	
4	

Add additional rows, as needed

E. Recruitment, Retention, and Training of Teachers, Faculty and All Other Professionals

The purpose of this section is to give local eligible recipients an opportunity to provide information and identify high priority needs related to the recruitment, retention and training of CTE personnel.

i. **List High-Priority CTE Faculty & Staff Needs:** As a result of your CLNA review of recruitment, retention, and training of teachers, faculty and all other CTE professionals and any additional findings resulting from implementation during the past program year, provide a list of the high-priority need(s) that will be addressed in the 2023–2024 program year.

Reference Number	Need (Use for Planning and Budgeting)
1	**Continued support for Work-Based Learning teacher on assignment**
2	**Continued support for release time and travel expenses for teachers to collaborate, to receive professional development, to be mentored, to be trained and to participate in CTSO events**
3	**Continued support for Non-contracted hourly pay for teachers to be trained and to participate in CTSO events**
4	**Continued support for Career Pathways Coordinator**

Add additional rows, as needed

F. Evaluation of Performance on Perkins Accountability Measures

The purpose of this section is to give local eligible recipients an opportunity to provide information and to identify high priority needs related to Perkins performance data.

i. **List High-Priority CTE Performance Needs:** As a result of reviewing the data on Perkins V performance measures and any additional findings resulting from implementation during the past program year, provide a **numbered list** of the high-priority need(s) that will be addressed in the 2023–2024 program year.

Reference Number	Need (Use for Planning and Budgeting)
1	**Support for industry certification testing, prep, and professional development**
2	**Support for student and teacher participation in CTSOs**
3	**Support for identified career pathways and expansion of new ones**

4	**Support for work-based learning and the expansion of new options**

Add additional rows, as needed

G. Progress Toward Implementation of Equal Access to High-Quality Career and Technical Education Courses and Programs of Study for All Students

The purpose of this section is to give local eligible recipients an opportunity to identify high priority needs related to equal access to CTE programs.

i. **List High-Priority Equity and Access Needs:** As a result of your CLNA review of the implementation of equal access to high-quality career and technical education courses and programs of study for all students, provide a numbered list of the high-priority need(s) that will be addressed in the current program year.

Reference Number	Need (Use for Planning and Budgeting)
1	**Support for non CTE personnel to attend CTE related events**
2	**Support for students to visit post-secondary institutions and local business & industry partners.**
3	**Support for economically disadvantaged students**
4	

Add additional rows, as needed

H. Other Identified Needs from Comprehensive Local Needs Assessment (If Applicable)

The following questions are optional and designed to provide an additional opportunity to share other needs identified as part of the CLNA. Describe the process used to identify these other priority needs.

i. **List Other High-Priority Needs:** As a result of your CLNA review, provide a **numbered list** or other priority needs not captured by previous questions in this section (e.g., training of school counselors/advisors on CTE and career planning and advising; continued engagement of stakeholders; support for advisory councils).

Reference Number	Need (Use for Planning and Budgeting)
1	**NA**
2	
3	
4	

Add additional rows, as needed

Section 2. Primary Program of Study and CTE Secondary Programs for 2023–2024

A. Perkins-Fundable Programs

The purpose of this section is to give local eligible recipients an opportunity to identify all CTE secondary programs that meet the SSQ (or in SSQ development) and LMA state requirements that will be supported with Perkins V funds during the 2023–2024 program year.

- **Complete the Fundable Programs portion of the Program Needs Assessment worksheet in the Secondary CLNA and Budget Excel Workbook and indicate the CTE secondary programs that meet all state requirements for funding eligibility.** CTE secondary programs with expenses included on the Budget Narrative Form: DOE 101 must appear as fundable on the Program Needs Assessment worksheet. See the workbook.

B. 2023–2024 Programs of Study

The purpose of this section is to give local eligible recipients an opportunity to identify all secondary CTE programs that meet the state's definition of a Program of Study. (Reminder: For the 2023–2024 project year, it is required that seventy-five percent or more of the agency's total CTE enrollment be in fully compliant programs of study. For 2022–2023, the percentage is fifty percent.)

Complete the Programs of Study column in the CLNA Program Summary Worksheet in the Secondary CLNA and Budget Excel Workbook and identify all compliant programs of study.

- See the workbook

C. Template for the Submission of the 2023–2024 Primary Secondary Program of Study

See PDF

D. List of Advisory Council Members Overseeing the Primary Program of Study

The purpose of this section is to give local eligible recipients an opportunity to list the members that are involved in the advisory council overseeing the agency's primary program of study. Advisory councils must include, at a minimum, the following stakeholders: representatives from secondary, postsecondary, and business and industry.

Complete the Program of Study Advisory Council Member List Table Below.

Secondary Program of Study Advisory Council Member List		
Name	**Organization**	**Representation Category** (Secondary, Postsecondary, Business and Industry, Other)
Chris Peters	School District of Manatee County (SDMC)	Secondary
Linda Norris	SDMC	Secondary
Jaime Dennis	Boarshead Meats	Industry
Camden Mills	City of Sarasota	Government
Kenyatta Randall	FELD Entertainment	Industry
Sarah Tidsley	FELD Entertainment	Industry
Jason Merritt	SCMC	Secondary
Brooke Corbett	SCMC	Secondary
Don Newman	NewPower Consulting, Inc.	Industry
Tony Tillett	George F. Young, Inc	Industry
Jennifer Boris	State College of Florida	Postsecondary
Matthew Spenks	United Airlines	Industry/Parent
Loreen Vickers	Bella Vita Homes	Industry
Brooke Corbett	SDMC	Secondary

E. Dissemination of Information on CTE Secondary Programs and Programs of Study

Eligible recipients must respond to the narrative question in Part 2-E.

	Response
Describe how secondary students, including students who are members of special populations, will learn about your agency's CTE course offerings and whether each course is part of a CTE program of study in the 2023–2024 program year.	Students are made aware of CTE course offerings and programs of study through various methods like ACT department produced publications, Schoology, school district and teacher websites, school publications like newsletters, websites, and curriculum guides, as well as informational Back to School Nights, and SAC meetings. The CTE department works closely with Title 1, Title 3, and the Migrant departments to ensure parents and students have knowledge of our programs. Additionally, school career advisors visit feeder schools with guidance staff to ensure balanced dissemination of information and work on their own campuses to ensure that all students are aware of CTE programs at the secondary and post-secondary level. Each year the ACT staff visits district guidance meetings to further the CTE message and to answer programmatic and pathway related questions. CTE staff are an integral part of the Student Progression Committee to ensure that all compliance related issues are intentionally covered in the student progression plan and that ALL CTE students are given the best opportunity to participate in their selected CTE courses.

Section 3. Career Exploration and Guidance

A. Collaboration related to Career Exploration and Guidance with Local Workforce Development Boards

Eligible recipients must respond to the narrative questions in Part 3-A.

	Response
i. Describe how your agency will collaborate with local workforce development agencies (e.g., CareerSource) to offer career exploration and career development coursework, activities, or services.	The Deputy Superintendent of Operations, who is the upline of the Adult, Career and Technical education department, currently sits on the board of the local workforce development board (Career Source Suncoast). A member of the school district staff is present at nearly every meeting, program and offering of Career Source. Additionally, district staff participate in the planning and implementation of several Career Source employment events related to secondary students. Career Source staff is also available to dual enrolled students at Manatee Technical College (MTC) by way of the Career Source satellite office on the campus of MTC. The district will also support these activities with substitutes for teacher participation and transportation of students to these events. There is opportunity for a clear CTE pathway and articulation between secondary students, Manatee Technical College, State College of Florida, and the six surrounding counties through local articulation agreements, as well as statewide agreements. Articulation meetings between stakeholders are held biennially to review, edit or create new local articulation agreements. Curriculum and certifications are assessed and compared between the institutions. The Career Pathways Coordinator works with both secondary and postsecondary institutions and facilitates, edits or reviews as needed during the interim. Copies of agreements are posted online and kept in each stakeholder's

	facilities. To a lesser extent, in number, partners from programs' business partners, advisory board members, the Chamber, and Workforce Board. Curriculum sequence is based on FLDOE curriculum frameworks.
ii. Describe how your agency will collaborate with local workforce development agencies (e.g., CareerSource) to offer career information on employment opportunities that incorporate the most up-to-date information on high-skill, high-wage, or in-demand industry sectors or occupations.	While publications provide a great resource, the best way to get this information into the hands of the students is through their teachers and career advisors. To that end, we support the professional development of teachers and career advisors along with the release time for CTSO involvement that fosters those relationships with business and industry. Additionally, we provide for field trips to events that expose students to those high-skill, high-wage, or in-demand career fields. We also encourage direct contact with employers through visits to their business.
iii. Describe how your agency will collaborate with local workforce development agencies (e.g., CareerSource) to offer an organized system of career guidance and academic counseling to students before enrolling and while participating in a career and technical education program.	The Adult Career and Technical (ACT) department currently oversees eight career advisors in our seven high schools. With our newest high school adding an advisor at the beginning of the 21-22 school year. These advisors work daily to inform and educate the students, staff and parents on the current workforce trends and availability of high wage, high skill, in demand careers. They serve on local committees and boards of these organizations to foster an open line of communication and engagement with the local workforce community. Perkins funds will be used to support career advisors, teachers and guidance counselors by providing professional development and by offering support for student field trips to local businesses, technical programs, and workforce focused events. These could be in the form of class or organization field trips and support for CTSOs.

Section 4. Continuous Academic Improvement and Academic Integration

A. Promote and Support the Continuous Academic Improvement and Integration

Eligible recipients must respond to the narrative questions in Part 4-A.

		Response
i.	Describe how your agency will promote continuous improvement in academic achievement of students in career and technical education programs through rigorous standards for the academic and technical skill components of the program.	Collaboration between core academic teachers and CTE teachers, as well as input and experiential learning opportunities with experts in the field will be utilized to promote rigorous standards for academic and technical skill components of CTE programs. The Executive Director and Assistant Director visit and review classroom instruction to ensure and facilitate academic rigor and technical skill components are present. They also provide guidance and instruction for teachers in incorporating the standards. Staff and Administration engage in continuous program improvement through regular analysis of academic and industry certification data to determine areas of concern and to determine gaps in student performance. Students are further encouraged to participate in the industry certification process throughout their high school careers. Instructors are supported with content specific professional learning to enhance their understanding and give students relevant content.
ii.	Describe how your agency will support the integration of academic skills into your CTE secondary programs in the 2023–2024 program year.	The ACT department promotes continuous improvement and integration of academic skills by offering opportunities for teachers to grow professionally that will include: Programs in practice—release time opportunities to observe local and state model programs in their prescribed curricular area

	No Techer Left Behind—Summer and school year PD that focuses on attainment of technical skill, integration of academics into CTE and continuous improvement in reading. Professional Development and Conference attendance—Opportunities for teachers (especially new or new to field) to attend integration and content specific professional development that meets the needs of their classrooms. Support for CTSOs—the ACT department supports students who participate in and teachers who sponsor/chaperone their related CTSO by proving subs, transportation, travel expenses and opportunities for professional development. CTE teachers work regularly with their academic counterparts to determine common language, and places where academic skills can be reinforced in the CTE classrooms. CTE Teachers are also encouraged to plan with their academic peers to promote true integration of academic skills into the CTE classroom. Several of our high schools offer Career Academies where integration of academic skills is a part of the National Career Academy Coalition certification process. We are in the process of expanding career academies to new schools.

Section 5. Equity and Access for Special Populations

A. Activities Related to Equity and Access for Special Populations as Defined in the Perkins V Act.

Eligible recipients must respond to the narrative questions in Part 5-A.

Describe how your agency will:

	Response
i. Describe how your agency will provide activities to prepare special populations for high-skill, high-wage, or in-demand industry sectors or occupations that will lead to self-sufficiency.	The School District of Manatee continues to work closely with school and ESE personnel to offer accommodations, modifications, and support to students in special populations. Additionally, we will provide for field trips, college & career fairs, leadership events, OJT and internships where appropriate to recruit and retain special populations into high-skill, high-wage, and in-demand industries in our area. During the 2023-2024 school year we will continue to support CTE options for our alternative school (Horizons). We will focus on high demand job opportunities that will accommodate the unique circumstances of the students who are served by this school. All special populations are integrated into our existing CTE programs and are given access to all aspects of all programs including the opportunity to take industry certifications, participate in CTSOs, and work-based learning activities.
ii. Describe how your agency will prepare CTE secondary participants for non-traditional fields.	The School District of Manatee will provide for field trips, college & career fairs, leadership events, OJT and internships where appropriate to recruit and retain students into non-traditional fields. Additionally, on all publications we will include students who represent our population and depict those non-traditional fields in a positive light. We also employ teachers from special

	populations and in non-traditional fields and will continue to recruit these employees.
iii. Describe how your agency will provide equal access for special populations to career and technical education courses, programs, and programs of study.	All secondary CTE programs are available to all students in Manatee County. Students are free to choose courses at will and have access to all CTE courses at their school. The only constraints on course choice are based around the need for the student to participate in remediation and the availability of courses based on their schedule. There is no application process or minimum GPA requirement to gain entry to a program. Additionally, students may apply for school choice (based on availability) if a program is not available at their districted school. During our CLNA process, we consulted with local stakeholders and found that they feel that students have equal access to programmatic offerings but are often hindered from taking CTE programs because of the district's remedial course expectations for students who score a 1 or 2 on the state testing. CTE staff will continue to participate in the district's student progression plan committee to address this issue. We will continue to work closely with our Title 1 and Migrant counterparts to ensure that any barriers are addressed in a timelymanner.
iv. Describe how your agency will ensure that members of special populations will not be discriminated against based on their status as members of special populations in the 2023–2024 program year.	The School District of Manatee County does not discriminate on the basis of race, color, national origin, gender, age, disability, marital status or genetic information in its educational programs, services or activities, or in it hiring or employment practices. The district also provides equal access to its facilities to the Boy Scouts and other patriotic youth groups, as required by the Boy Scout of American Equal Access Act. Any employee, student, applicant for admissions, applicant for employment, volunteer, vendor, or member of the public who believes he/she has been discriminated against or has been harassed by an employee, student, or other third part who is subject to control of the School Board on account of race, color, national origin, gender, age, disability, marital status, genetic information or any other basis prohibited by law, is encourage to use the appropriate grievance procedures set forth in School Board Policy

	2.19– Discrimination and Harassment Prohibited

Section 6. Opportunities for Work-Based Learning

A. Activities Related to Work-Based Learning Opportunities.

Eligible recipients must respond to the narrative questions in Part 6-A.

	Response
i. Describe how your agency will provide work-based learning opportunities to students participating in your CTE secondary programs and the types of opportunities that will be available.	We will continue to offer OJT programs that support existing CTE programs and expand those programs as CTE offerings increase. Additionally, DCT programs will be available where programmatic OJT does not exist and in addition to some regular OJT programs. OJT will also be offered at our alternative high school (Horizons Academy) when appropriate to service students who are behind in credits and have other challenges that can't be addressed in a regular school setting. We are exploring the world of pre-apprenticeships but need more local post-secondary apprenticeships to pair them with. We will work with Career Source and local business and industry leaders to offer work-based learning opportunities like OJT and internships designed to lead to future employment.

	It is our goal to employ a Program Improvement/Work-based Learning Specialist to assist schools in creating or improving their work-based learning opportunities to include OJT, Internships, Apprenticeships and Teacher/Student Externships. This will allow for more dedicated interaction with local business/industry partners to create opportunities for students in our community. Due to COVID-19 we were not able to hire this position last year but were able to hire at the end of the 21-22 program year. This individual began work on June 1, 2022 and has proven to be a valuable part of the ACT team. She spends most of her time in the classrooms of CTE teachers and students to assist them with work-based learning activities.
ii. Describe how your agency will work with representatives from local businesses/industry to develop and/or expand work-based learning opportunities for CTE secondary students in the 2023–2024 program year.	In addition to the strategies listed above, we will continue to work with our business partners to strengthen the bond between our local workforce community and our secondary programs. One example of that partnership is the newly formed Sarasota Manatee Manufacturing Association's Workforce Development Committee. This committee exists for the sole purpose of connecting the local manufacturing community with its future workforce (the schools).

Section 7. Opportunities for Postsecondary Credit for Secondary Students

A. Activities Related to Postsecondary Education

Eligible recipients must respond to the narrative question in Part 7-A.

	Response
Describe how your agency will provide students participating in CTE programs with opportunities to gain postsecondary credit while attending high school, such as through dual or concurrent enrollment or early college high school in the 2023–2024 program year.	We offer high school students the opportunity to enroll in both MTC and SCF for the purpose of dual enrollment as early as 16 years old. MTC opportunities are offered during the school day and in the evening and SCF opportunities are offered as a part of our dual enrollment agreement. MTC offers more than 15 programs to high school students through the career dual enrollment process. Students also earn postsecondary credit through industry certifications and articulation of high school program completion to postsecondary institutions in our immediate service area and in the Tampa Bay region through the Tampa Bay Regional Articulation Agreements.

Section 8. Support for CTE personnel

A. Activities Related to Support for CTE Personnel

Eligible recipients must respond to the narrative questions in Part 8-A.

	Response
i. Describe how your agency will coordinate with institutions of higher education to support the recruitment, preparation, retention, and training — including professional development — of teachers, faculty, administrators, school counselors and other guidance personnel (career advisors), specialized instructional support personnel and paraprofessionals, particularly those taking alternative routes to certifications.	Manatee offers robust alternative certification opportunities that include a para to teacher pathway, alternative teacher certification for those wishing to obtain a state teaching certificate and a local certification option for teachers who have business and industry experience. We have a well-defined partnership with the University of Florida—College of Agriculture and Life Sciences to offer pre-service teachers internship opportunities and often translate to future employment. We will continue to work with our post-secondary partners to increase CTE offerings at that level and will continue to work closely with the Florida Association for Career and Technical Education to utilize their course offerings for our locally certified teachers.
ii. Describe how you will identify and support those underrepresented in the teaching profession.	By offering a robust system of support to new, transitioning, and veteran teachers we are removing barriers for all groups. Support for teachers includes non-contracted hourly compensation while at the CTSO official events, paid curriculum writing opportunities, paid summer training, targeted industry training, peer mentoring and district office support.

Section 9. Performance of Special Populations and Subgroups

A. Activities Related to Performance of Special Populations and Subgroups

Eligible recipients must respond to the narrative question in Part 9-A.

	Response
Describe how your agency will address disparities or gaps in performance in special subpopulations and subgroups in each year of the plan, and if no meaningful progress is achieved prior to the third program year, describe additional actions that will be taken to eliminate such disparities or gaps in the 2023–2024 program year.	The first step in addressing the disparities or gaps is to identify them. We have added additional data elements in our student information system, and we will track the trends in performance of identified individuals. Once identified, students can be offered additional services based on their special subpopulation. These services could include additional counseling and special accommodations based on their situation. We will work closely with our ESE counterparts to support their efforts in establishing robust IEPs and 504s for students who require that support. CTE also connects with these subpopulations through the various departments and community agencies that work specifically with the different groups to provide opportunities for CTE classes and equity in access. We will continue to train our instructors in best practices to support the various sub populations. We will further identify barriers that theses populations could encounter and work to eliminate those barriers. We will rely on our community partners to help us identify the best ways to address any disparities in performance through continued dialog that began with our CLNA activities. *Individuals in minority racial and ethnic groups—Ensure equal access and provide guidance services to students who qualify for special programs based on their racial or ethnic group. *Individuals with disabilities—ensure equal access to all CTE programs and support from our ESE department and provide any identified services.

	*Individuals from economically disadvantaged families, including low-income youth and adults—Ensure equal access to all CTE programs and rely on our industry partners for best practices in supporting this subpopulation. *Individuals preparing for non-traditional fields—Provide equal access and individualized consultation on opportunities available to students in non-traditional fields. *out-of-workforce individuals—NA for secondary *English learners—Ensure equal access and provide services where appropriate through our English Language Learners program. *Homeless individuals—Ensure equal access and provide referrals to our Homeless Education program. *Migrants—Ensure equal access and provide referrals to our Migrant Education program. *Youth who are in or have aged out of the foster care system—Ensure equal access and provide referrals to our psychologist/social workers and guidance counselors. *Youth with a parent who— Is a member of the armed forces and is on active duty—Work with school counselors, psychologist and social workers to support these students.

Section 10. Accountability and Program Improvement

All districts must maintain robust data collection and management systems. In addition, processes must be in place to review program performance on a regular basis. An overview of accountability requirements for Perkins V may be found in **Attachment C** and the 2023–2024 *Perkins V Implementation Guide*.

Eligible recipients must respond to the narrative questions in Part 10-A.

	Response
A. Describe the agency's data management information system and practices related to tracking student outcomes, maintaining quality of the data, data privacy, continuous monitoring of program performance, and the ability to identify and quantify any disparities or gaps in performance especially with regard to special populations.	The School District of Manatee utilizes the FOCUS system for the purpose of managing student information. All student data is entered into this system and is accessible through various reports. Staff, including school registrars, college & career advisors, and CTE staff regularly update critical information so that the most accurate information is available when needed. There is a rigorous process of entering and tracking industry certification data so that it is as accurate as possible. Student data is evaluated regularly to determine the success of a program/certification. Adjustments are made when necessary and appropriate.

Reminder: As part of the 2020–2021 application process, eligible recipients identified the agreed upon levels of performance for the core indicators for each of the program years covered by the local four-year plan. Eligible recipients were held accountable for these performance targets beginning with the data from the 2020–2021 program year. Program Improvement Plans (PIP) were required for those measures not meeting at least 90% of the agreed upon performance level. Procedures for identifying measure performance and submitting PIPs will be provided under separate cover.

Section 11. Support for Reading/Strategic Imperatives (FDOE Requirement)

A. Activities Related to Reading and Strategic Imperatives Included in the State Board of Education's K–20 Strategic Plan

Eligible recipients must respond to the narrative question in Part 11-A.

	Response
Describe how the project will incorporate one or more of the Goals included in the State Board of Education's K–20 Strategic Plan. URL: http://www.fldoe.org/policy/state-board-of-edu/strategic-plan.stml.	The Manatee Career & Technical Education programs incorporate Florida's State Board of Education Strategic Plan Goals 1, 2, and 3. **Goal 1, highest student achievement,** is incorporated by following the Department of Education standards for student achievement of occupational completion points. Using NRS approved assessment instruments we ensure standardized results and outcomes for all students. We focus on increasing the number of highly effective teachers through the professional development supported by Perkins, such as obtaining industry accreditations. **Goal 2, seamless articulation/maximum access**, is incorporated by encouraging all students to take part in the Florida Ready to Work exam and to earn an industry certification. Each student is equipped with the latest digital technology. Through the supportive services offered through the career and technical education programs, our students can earn their high school diploma and become ready for today's job market. **Goal 3, skilled workforce/economic development,** we will continue to expand opportunities for our secondary programs to offer more industry certifications and work-based learning opportunities. As a part of our ongoing program improvement process, we will continue to evaluate each program/certification to ensure that the

	program is meeting the needs of business and industry and offering the most relevant industry certification for the program. **Reading and math** comprehension strategies are incorporated into all career/technical classes. Students who are having difficulties achieving sufficient scores are encouraged to see one of our 6 (federal grant funded) Academic Advisors for additional assistance and remediation. Student Mentor Advocates will even track the performance of some students and intervene when they are in need of support. Science strategies are addressed through our smaller learning communities' effort where teachers create and implement an integrated curriculum; so the academic core, including science, is integrated with all courses in the career area.

Section 12. Notice Regarding Automotive Service Technology Education Programs (State Requirement)

A. Documentation of Automotive Service Technology Program

Eligible recipients must respond to the narrative question in Part 12-A.

Florida Statute 1004.925 states: *All automotive service technology education programs shall be industry certified in accordance with rules adopted by the State Board of Education. A*utomotive Service Technology education programs that are not industry certified or are not in the certification cycle will not be permitted to use Perkins funds to support such programs, unless the funds are used to obtain certification for the program.

Eligible recipients must provide documentation of industry certification or evidence that the program is in the process of obtaining certification as part of the application package.

The instructor in the program at Parrish Community High School (our only standalone Automotive program) is also employed by Manatee Technical College as an automotive instructor under this ASE credential. The instructor is certified and has begun the ASE certification process that includes the implementation of a robust advisory council. They recently completed self study and are walking through the process.



ASE | Education Foundation

CERTIFICATE OF ACCREDITATION

This is to signify that:

Manatee Technical College

Secondary & Post-Secondary

Expires 2/1/2025

Has been evaluated by the

ASE Education Foundation

in the areas of instruction, course of study, facilities and equipment, and meet the standards of quality for the training of Automobile technicians at the following level:

Master Automobile Service Technology

Timothy A. Zilke
President, ASE

Michael Coley
President, ASE Education Foundation

Section 13. Federal Programs — General Education Provisions Act (GEPA) (Federal Requirement)

A. Description of Process to Ensure Equitable Access

Eligible recipients must respond to the narrative question in Part 13-A.

	Response
For the fiscal year 2023–2024, provide a concise, one-page description of the process to ensure equitable access to, and participation of students, teachers, and other program beneficiaries with special needs. For details, refer to URL: http://www.ed.gov/fund/grant/apply/appforms/gepa427.pdf.	In accordance with the requirements of Section 427 of the GEPA Public Law 103-382, here set forth is Manatee School District's GEPA Plan to ensure equitable access to, and participation of students, teachers, and other program beneficiaries with special needs. No employee, student, applicant for admission or applicant for employment, volunteer, vendor, or member of the public, shall, on the basis of race, color, national origin, gender, disability, marital status, age, genetic information or any other basis prohibited by law, be excluded from participation in, be denied the benefits of or be subjected to discrimination or harassment under any educational programs, activities, services, or in any employment conditions, policies or practices conducted by the Manatee County Public School System. The District shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Florida Statutes: Title VII, Title IX, the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973, ADEA, Section 1000.05 Florida Statutes (2005). Manatee District Schools Career & Technical Education programs make accommodations and modifications for students and teachers with disabilities. Instructional accommodations include learning environment, methods and materials, and assignments and assessments. Testing accommodations include presentation, time, and assistive devices.

	Other support services include personnel (interpreters, readers, tutors) and assistive technology, such as special keyboard, talking calculator and computers. Teachers refer students with disabilities to an ESE coordinator who works with students, teachers, and administration to ensure students with disabilities receive the services they need. Additionally, students make requests for their chosen classes are placed based on grade level, request rank and attainment of prerequisite courses (finishing the first level before the second level). The only barrier to access is if a student does not have the required room in their schedule to accommodate the requested course.

Section 14. Budget Narrative Requirements and Secondary CTE Assurances Form

See Workbook

Strengthening Career and Technical Education for the 21st Century Act (Perkins V), Secondary, Section 131
APPLICATION REVIEW CRITERIA AND CHECKLIST

- **Place all items requested in the order indicated below**.
- All eligible providers must submit all documents electronically to FDOE Office of Grants Management in the established ShareFile folder AgencyNumber_AgencyName_XXB004_submit, on the **due date of May 26, 2023.**
- Include only the items requested. (Do not include **Instructions** pages).
- Place page numbers on every page consecutively, at the bottom, beginning with the DOE 100A as page 1. Page numbers written by hand are permissible if electronic numbering is a problem.

File # and Type	Item	**Applicant** Provide page #s for items listed
PDF File	**Attachments**	**Page Number(s)**
Submit as PDF File #1	DOE 100A, Project Application — with original signature or electronic signature	1
	Program of Study Template	2
	2023–2024 Secondary CTE Assurances Form	3-6
Word Document File	**Narrative Sections**	**Page Number(s)**
Submit as Word Document File #2	Section 1. Comprehensive Local Needs Assessment and Stakeholder Engagement	7-13
	Section 2. Primary Program of Study and CTE Secondary Programs for 2023–2024	14-16
	Section 3. Career Exploration and Guidance	17-18
	Section 4. Continuous Academic Improvement and Academic Integration	19-20
	Section 5. Equity and Access for Special Populations	21-22
	Section 6. Opportunities for Work-Based Learning	23-24
	Section 7. Opportunities for Postsecondary Credit for Secondary Students	25
	Section 8. Support for CTE personnel	26
	Section 9. Performance of Special Populations and Subgroups	27-28
	Section 10. Accountability and Program Improvement	29
	Section 11. Support for Reading/Strategic Imperatives (FDOE Requirement)	30-31
	Section 12. Notice Regarding Automotive Service Technology Education Programs (State Requirement)	32-33
	Section 13. Federal Programs — General Education Provisions Act (GEPA) (Federal Requirement)	34-35
	Application Checklist – must be last page of the Word Document File	36
Excel File	**Postsecondary Grant Application CLNA and Budget Excel Workbook**	
Submit as Excel File #3	Program Needs Assessment	
	DOE 101 Budget Narrative Form (with Instructions)	
	Projected Equipment Purchases Form (with Instructions)	

FLORIDA DEPARTMENT OF EDUCATION

2023–2024 Perkins V Budget Narrative Form

Before completing, please review the Instructions & Example (especially for Column 3).
Show all amounts in whole dollars only.

TAPS Number: 24B004

A)Name of Eligible Recipient/Fiscal Agent: School District of Manatee

B)Project Number (DOE Use Only):

(1)	(2)	(3)	(4)	(5)
Function	**Object**	**Account Title & Narrative**	**FTE Position**	**Amount**
6300	130	**Coordinator Salaries--Career Pathways:** For one Career Pathways employee who will work in partnership with the students and staff at State College of Florida (SCF), Manatee Technical College (MTC), and the School District of Manatee County (SDMC). With the SDMC paying the largest part of the cost. End 6/30/24 Section 134: CLNA Need: B1-3, D1-2, E4 Program Number: 8121600, 8106200, 8115110, 8106800, 8722000, 8209600, 8201300, 8201400, 8201500, 8201700, 8718000, 8302100, 8405100, 8401100, 9410100, 8601300, 8708100, 8800500, 9001300, 9200200, 8812100, 8839100, 920500, 8827400, 9504100; 8100120, 8100210, 8100310, 8021100, 8021400, 8021300, 8000400, 8260300, 8209350, 8209360, 8200520, 8200210, 8200211, 8370360, 8409100, 8409200, 8600000, 8600220, 8600042, 8709350, 8400310, 8400110, 8709360, 8400210, 9009200, 9009600, 9009100, 8809300, 8809200 Section 135: Requirement for the Uses of Funds: 1, 2, 4, 5, 6,	0.6	$34,397
	210	Retirement (15%)		$5,160
	220	Social Security (7.65%)		$2,632
	232	Life Insurance (.23)		$79
	231	Health Insurance (15.66%)		$5,387
	240	Worker's Comp (1.25%)		$430
6300	130	**Salaries--Teacher on Assignment--Work Based Learning/Program Improvement:** 11 Month: For a Work-Bases Learning/Program Improvement & Accountability Specialist to work with CTE students and teachers on Smaller Learning Communities (SLC), industry based credentials, teacher and program transition. Will provide ongoing professional development and support to increase work-based learning opportunities and teacher effectiveness on Technical Skill Attainment. End 6/30/24 Section 134: CLNA Need: B1-3, D1, E1, F1-4, G2-3 Program Number: 8121600, 8106200, 8115110, 8106800, 8722000, 8209600, 8201300, 8201400, 8201500, 8201700, 8718000, 8302100, 8405100, 8401100, 9410100, 8601300, 8708100, 8800500, 9001300, 9200200, 8812100, 8839100, 920500, 8827400, 9504100; 8100120, 8100210, 8100310, 8021100, 8021400, 8021300, 8000400, 8260300, 8209350, 8209360, 8200520, 8200210, 8200211, 8370360, 8409100, 8409200, 8600000, 8600220, 8600042, 8709350, 8400310, 8400110, 8709360, 8400210, 9009200, 9009600, 9009100, 8809300, 8809200 Section 135: Requirement for the Uses of Funds: 1, 2, 4, 5, 6,	1.0	$57,000
	210	Retirement (15%)		$8,550
	220	Social Security (7.65%)		$4,361
	232	Life Insurance (.23)		$131
	231	Health Insurance (15.66%)		$8,926
	240	Worker's Comp (1.25%)		$713

5300	160	Classroom Teachers--Non-Contract other--Teachers & Staff End 6/30/24 Section 134: CLNA Need: B1-3, D1, E2-3, F1-4, G2-3 Program Number: 8121600, 8106200, 8115110, 8106800, 8722000, 8209600, 8201300, 8201400, 8201500, 8201700, 8718000, 8302100, 8405100, 8401100, 9410100, 8601300, 8708100, 8800500, 9001300, 9200200, 8812100, 8839100, 920500, 8827400, 9504100; 8100120, 8100210, 8100310, 8021100, 8021400, 8021300, 8000400, 8260300, 8209350, 8209360, 8200520, 8200210, 8200211, 8370360, 8409100, 8409200, 8600000, 8600220, 8600042, 8709350, 8400310, 8400110, 8709360, 8400210, 9009200, 9009600, 9009100, 8809300, 8809200 Section 135: Requirement for the Uses of Funds: 1-6		$100,000
	210	Retirement (15%)		$15,000
	220	Social Security (7.65%)		$7,650
	240	Worker's Comp (1.25%)		$1,250
5300	310	**Professional & Technical Services--Substitutes (paid by district to outside vendor):** Used to provide substitutes for teachers to attend professional development actives including industry certification CTSO skills competitions, Take Your Teacher To Work program, Programs in Practice program, Career based field trips, and other efforts that will require the teacher to leave the classroom. End 6/30/24 Section 134: CLNA Need: B1-3, D1, E2-3, F1-4, G1-3 Program Number: 8121600, 8106200, 8115110, 8106800, 8722000, 8209600, 8201300, 8201400, 8201500, 8201700, 8718000, 8302100, 8405100, 8401100, 9410100, 8601300, 8708100, 8800500, 9001300, 9200200, 8812100, 8839100, 920500, 8827400, 9504100; 8100120, 8100210, 8100310, 8021100, 8021400, 8021300, 8000400, 8260300, 8209350, 8209360, 8200520, 8200210, 8200211, 8370360, 8409100, 8409200, 8600000, 8600220, 8600042, 8709350, 8400310, 8400110, 8709360, 8400210, 9009200, 9009600, 9009100, 8809300, 8809200 Section 135: Requirement for the Uses of Funds: 1-6		$32,000
5300	330	**Travel: In County--Hotel, Meals, Mileage, Airfare, Parking Etc--No Charter Busses**: To provide and/or reimburse in/out of-county, state & country travel expenses for CTE teachers/students and project related staff attending CTSO activities, professional conferences, school site program area reviews, industry/internship visitations using the local rate. End 6/30/24 Section 134: CLNA Need: B1-3, E2, F2, F4, G1-3 Program Number: 8121600, 8106200, 8115110, 8106800, 8722000, 8209600, 8201300, 8201400, 8201500, 8201700, 8718000, 8302100, 8405100, 8401100, 9410100, 8601300, 8708100, 8800500, 9001300, 9200200, 8812100, 8839100, 920500, 8827400, 9504100; 8100120, 8100210, 8100310, 8021100, 8021400, 8021300, 8000400, 8260300, 8209350, 8209360, 8200520, 8200210, 8200211, 8370360, 8409100, 8409200, 8600000, 8600220, 8600042, 8709350, 8400310, 8400110, 8709360, 8400210, 9009200, 9009600, 9009100, 8809300, 8809200 Section 135: Requirement for the Uses of Funds: 1-6		$25,000
5300	330	**Travel: Out of County--Hotel, Meals, Mileage, Airfare, Parking, Etc--No Charter Busses**: To provide and/or reimburse out-of-county, state, country travel expenses, including hotel, meals, mileage, registration fees, and airfare for CTE teachers, students, and project related staff attending skills competitions, industry certification related training, state regional and national CTSO activities and professional development using the local rate. End 6/30/24 Section 134: B1-3, E2, F2, F4, G1-3 Program Number: 8121600, 8106200, 8115110, 8106800, 8722000, 8209600, 8201300, 8201400, 8201500, 8201700, 8718000, 8302100, 8405100, 8401100, 9410100, 8601300, 8708100, 8800500, 9001300, 9200200, 8812100, 8839100, 920500, 8827400, 9504100; 8100120, 8100210, 8100310, 8021100, 8021400, 8021300, 8000400, 8260300, 8209350, 8209360, 8200520, 8200210, 8200211, 8370360, 8409100, 8409200, 8600000, 8600220, 8600042, 8709350, 8400310, 8400110, 8709360, 8400210, 9009200, 9009600, 9009100, 8809300, 8809200 Section 135: Requirement for the Uses of Funds: 1-6		$65,000

		Travel: Out of State--Hotel, Meals, Mileage, Airfare, Parking, Etc--No Charter Busses: To provide and/or reimburse, out of state & country travel expenses for CTE teachers/students and project related staff attending CTSO activities, professional conferences, school site program area reviews, industry/internship visitations using the local rate. End 6/30/24 Section 134: CLNA Need: B1-3, E2, F2, F4, G1-3 Program Number: 8121600, 8106200, 8115110, 8106800, 8722000, 8209600, 8201300, 8201400, 8201500, 8201700, 8718000, 8302100, 8405100, 8401100, 9410100, 8601300, 8708100, 8800500, 9001300, 9200200, 8812100, 8839100, 920500, 8827400, 9504100; 8100120, 8100210, 8100310, 8021100, 8021400, 8021300, 8000400, 8260300, 8209350, 8209360, 8200520, 8200210, 8200211, 8370360, 8409100, 8409200, 8600000, 8600220, 8600042, 8709350, 8400310, 8400110, 8709360, 8400210, 9009200, 9009600, 9009100, 8809300, 8809200 Section 135: Requirement for the Uses of Funds: 1-6		$10,000
		Rental Fee--Vehicles, Charter Busses & Software Subscriptions: Rental of vans and charter busses for teacher/students to cocurricular events. Software subscriptions. End 6/30/24 Section 134: CLNA Need: B3, B4, E2, F2, F4, G2-3 Program Number: 8121600, 8106200, 8115110, 8106800, 8722000, 8209600, 8201300, 8201400, 8201500, 8201700, 8718000, 8302100, 8405100, 8401100, 9410100, 8601300, 8708100, 8800500, 9001300, 9200200, 8812100, 8839100, 920500, 8827400, 9504100; 8100120, 8100210, 8100310, 8021100, 8021400, 8021300, 8000400, 8260300, 8209350, 8209360, 8200520, 8200210, 8200211, 8370360, 8409100, 8409200, 8600000, 8600220, 8600042, 8709350, 8400310, 8400110, 8709360, 8400210, 9009200, 9009600, 9009100, 8809300, 8809200 Section 135: Requirement for the Uses of Funds: 1-5		$70,000
		Other Purchased Services--Printing & Non-Professional Services: Printing, copying, flyers, including tangible material's used for students in career and technical education and for implementation and student support, advisory, articulation, career efforts. In addition to meeting the requirements of national, state and local standards. End 6/30/24 Section 134: CLNA Need: B1, B3, B4, F3-4, G2-3 Program Number: 8121600, 8106200, 8115110, 8106800, 8722000, 8209600, 8201300, 8201400, 8201500, 8201700, 8718000, 8302100, 8405100, 8401100, 9410100, 8601300, 8708100, 8800500, 9001300, 9200200, 8812100, 8839100, 920500, 8827400, 9504100; 8100120, 8100210, 8100310, 8021100, 8021400, 8021300, 8000400, 8260300, 8209350, 8209360, 8200520, 8200210, 8200211, 8370360, 8409100, 8409200, 8600000, 8600220, 8600042, 8709350, 8400310, 8400110, 8709360, 8400210, 9009200, 9009600, 9009100, 8809300, 8809200 Section 135: Requirement for the Uses of Funds: 1-6		$2,000
5300	500	**Materials & Supplies:** Consumables for CTE programs to include paper, binders, pens, pencils, instructional materials such as lumber, CO2 cart, toner, feed, small electronic/ computer paraphernalia, vinyl, ink, filaments, small hand /shop tools, ag, health, culinary & automotive supplies, etc. to keep CTE programs running and recruiting materials. No item costs $1,000 or more. End 6/30/24 Section 134: CLNA Need: B3, B4, F3-4, G2-3 Program Number: 8121600, 8106200, 8115110, 8106800, 8722000, 8209600, 8201300, 8201400, 8201500, 8201700, 8718000, 8302100, 8405100, 8401100, 9410100, 8601300, 8708100, 8800500, 9001300, 9200200, 8812100, 8839100, 920500, 8827400, 9504100; 8100120, 8100210, 8100310, 8021100, 8021400, 8021300, 8000400, 8260300, 8209350, 8209360, 8200520, 8200210, 8200211, 8370360, 8409100, 8409200, 8600000, 8600220, 8600042, 8709350, 8400310, 8400110, 8709360, 8400210, 9009200, 9009600, 9009100, 8809300, 8809200 Section 135: Requirement for the Uses of Funds: 1-5		$13,055
5300	350	**Equiment Repair:** Used to repair equipment used in the career and technical education programs. End 6/30/24 Section 134: CLNA Need: B4 , F3, Program Number: 8121600, 8106200, 8115110, 8106800, 8722000, 8209600, 8201300, 8201400, 8201500, 8201700, 8718000, 8302100, 8405100, 8401100, 9410100, 8601300, 8708100, 8800500, 9001300, 9200200, 8812100, 8839100, 920500, 8827400, 9504100; 8100120, 8100210, 8100310, 8021100, 8021400, 8021300, 8000400, 8260300, 8209350, 8209360, 8200520, 8200210, 8200211, 8370360, 8409100, 8409200, 8600000, 8600220, 8600042, 8709350, 8400310, 8400110, 8709360, 8400210, 9009200, 9009600, 9009100, 8809300, 8809200 Section 135: Requirement for the Uses of Funds: 5		$2,000

5300	730	**Dues and Fees--All other Dues & Fees:** To cover the registration costs of professional and career and technical education organizations. These are needed to obtain industry accreditation and other professional development efforts such as NCCER, Chief Architect, Microsoft Office, Adobe Photoshop, Illustrator, InDesign, MSSC and others that match the current CTE program area offered here in Manatee County. Also, to cover cost of workshops and professional development for staff. End 6/30/24 Section 134: CLNA Need: B1, B2, E2, F1-4, G1-3 Program Number: 8121600, 8106200, 8115110, 8106800, 8722000, 8209600, 8201300, 8201400, 8201500, 8201700, 8718000, 8302100, 8405100, 8401100, 9410100, 8601300, 8708100, 8800500, 9001300, 9200200, 8812100, 8839100, 920500, 8827400, 9504100; 8100120, 8100210, 8100310, 8021100, 8021400, 8021300, 8000400, 8260300, 8209350, 8209360, 8200520, 8200210, 8200211, 8370360, 8409100, 8409200, 8600000, 8600220, 8600042, 8709350, 8400310, 8400110, 8709360, 8400210, 9009200, 9009600, 9009100, 8809300, 8809200 Section 135: Requirement for the Uses of Funds: 1-5		$2,000
5300	730	**Professional Development**--Teacher Registration End 6/30/24 Section 134: CLNA Need: B1, B3, E2, F1-3 Program Number: 8121600, 8106200, 8115110, 8106800, 8722000, 8209600, 8201300, 8201400, 8201500, 8201700, 8718000, 8302100, 8405100, 8401100, 9410100, 8601300, 8708100, 8800500, 9001300, 9200200, 8812100, 8839100, 920500, 8827400, 9504100; 8100120, 8100210, 8100310, 8021100, 8021400, 8021300, 8000400, 8260300, 8209350, 8209360, 8200520, 8200210, 8200211, 8370360, 8409100, 8409200, 8600000, 8600220, 8600042, 8709350, 8400310, 8400110, 8709360, 8400210, 9009200, 9009600, 9009100, 8809300, 8809200 Section 135: Requirement for the Uses of Funds: 1-5		$6,500
5300	643	**Furniture, Fixtures & Equipment Capital & Non-Capital (Indirect Exempt):** Purchase of non-capital FF&E to support Agriculture, Business, Health Science, Family & Consumer Science, Engineering/Tech programs. End 6/30/24 No single item costs $1,000 or more. Section 134: CLNA Need: B4, F3 Program Number: 8121600, 8106200, 8115110, 8106800, 8722000, 8209600, 8201300, 8201400, 8201500, 8201700, 8718000, 8302100, 8405100, 8401100, 9410100, 8601300, 8708100, 8800500, 9001300, 9200200, 8812100, 8839100, 920500, 8827400, 9504100; 8100120, 8100210, 8100310, 8021100, 8021400, 8021300, 8000400, 8260300, 8209350, 8209360, 8200520, 8200210, 8200211, 8370360, 8409100, 8409200, 8600000, 8600220, 8600042, 8709350, 8400310, 8400110, 8709360, 8400210, 9009200, 9009600, 9009100, 8809300, 8809200 Section 135: Requirement for the Uses of Funds: 5		$12,000
5300	653	**Furniture, Fixtures & Equipment Capital & Non-Capital (Indirect Exempt)**: Purchase of non-capital FF&E End 6/30/24 No single item costs $1,000 or more. Section 134: CLNA Need: B4, F3 Manatee School for the Arts (Charter) Program Number: 8260300, 8201300, 8209600, 8201200, 8208100 Section 135: Requirement for the use of funds: 5		$5,000
7200	790	Indirect (3.72%)		$16,637
			C) TOTAL	**$512,858**

DOE 101, Sheet based on the May 2022 Form Update

AGENDA ITEM NO. 11.17

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School Board of Manatee County and Plymouth Harbor Incorporated for Clinical Experience for Manatee Technical College (MTC) Nursing 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 Nursing: Plymouth Harbor Incorporated - Ashley Cummings, Vice President, Human Services

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School Board of Manatee County and Plymouth Harbor Incorporated for clinical experience for Manatee Technical College (MTC) Nursing students for the 2023-2026 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement MTC and Plymouth Harbor Inc, Board Date 062723

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

AGREEMENT for affiliation with Plymouth Harbor Incorporated

Address: 700 John Ringling Boulevard Sarasota, FL 34236

This agreement is made this 27th day of June 2023, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Plymouth Harbor Incorporated (hereafter called the Affiliating Site).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

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

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Provisions:

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

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

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

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

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

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

IN WITNESS WHEREOF, Plymouth Harbor Incorporated and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

_____
Superintendent, School District of Manatee County

Date_____ By:

_____
Chair, School Board of Manatee County

Date_____ By:

_____
General Counsel

Date 4/21/2023 By:

(Affiliating Site Authorized Signature)

Title: Vice President of Health Services

MTC 2022-23 rev 010

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School Board of Manatee County

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

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Nursing

1. Plymouth Harbor Incorporated

The above renewal 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): 6/1/2023

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

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

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

License#. L100460

CONTACT NAME. Tara Claybaugh, ANFI, CIC
PHONE (A/C, No, Ext): 850-424-1451 **FAX (A/C, No):** 772-617-6049
E-MAIL ADDRESS Tara.Claybaugh@Acentria.com

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

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

COVERAGES **CERTIFICATE NUMBER:** 251804402 **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			42PSC31548603	6/1/2023	6/1/2024	EACH OCCURRENCE	$ 1,000 000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Professional Lia						MED EXP (Any one person)	$ 10,000
	X SexAbuse/Molesta						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER.						GENERAL AGGREGATE	$ 3,000 000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER						Employee Benefit Lia	$ 1,000,000
B	AUTOMOBILE LIABILITY			47CAO31553203	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000 000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
A	X UMBRELLA LIAB ☐ OCCUR			42USC31548703	6/1/2023	6/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 50,000						Professional Liabilit	$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		Z135783705	4/1/2023	4/1/2024	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

Agency for Health Care Administration
2727 Mahan Drive MS-33
Tallahassee FL 32308

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
Charles H. Fydrych

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Detail by Entity Name

Florida Not For Profit Corporation
PLYMOUTH HARBOR INCORPORATED

Filing Information

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

Principal Address

700 JOHN RINGLING BOULEVARD
SARASOTA, FL 34236

Changed: 03/14/1988

Mailing Address

700 JOHN RINGLING BOULEVARD
SARASOTA, FL 34236

Changed: 03/14/1988

Registered Agent Name & Address

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

Name Changed: 02/01/2018

Officer/Director Detail

Name & Address

Title VC

Rebecca, Sachs
723 Whitfield Ave.
Sarasota, FL 34243

Title Treasurer

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

Title President

Jeffrey, Weatherhead
700 JOHN RINGLING BOULEVARD
SARASOTA, FL 34236

Title CFO

Dziatsel, Natallia
700 JOHN RINGLING BOULEVARD
SARASOTA, FL 34236

Title Chairman

Charlotte, Jeff
1500 E. Venice Ave., Suite 101
Venice, FL 34292

Title Secretary

DeLieto, Lee, Jr.
100 So. Washington Blvd.
Sarasota, FL 34236

Annual Reports

Report Year	Filed Date
2022	01/14/2022
2022	06/29/2022
2023	02/01/2023

Document Images

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

01/30/2013 -- ANNUAL REPORT	View image in PDF format
01/03/2012 -- ANNUAL REPORT	View image in PDF format
03/08/2011 -- ANNUAL REPORT	View image in PDF format
02/15/2010 -- ANNUAL REPORT	View image in PDF format
03/26/2009 -- ANNUAL REPORT	View image in PDF format
02/06/2008 -- ANNUAL REPORT	View image in PDF format
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07/08/1996 -- ANNUAL REPORT	View image in PDF format
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Florida Department of State, Division of Corporation

AGENDA ITEM NO. 11.18

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval of the New Agreement Between the School Board of Manatee County and Xello for the 2023-2024 School Year, No Financial Impact

Executive Summary
To assist students in reaching their fullest potential, the Florida Department of Education has provided Xello, a platform that supports college and career readiness, to all school districts across the state. The School District of Manatee County's inclusion of this resource in K-12 classrooms supports the goals of the District's Strategic Plan and assists in satisfying both legislative requirements for middle school promotion and the duties of school counselors. The infusion of career and education planning in all grade levels will assist students in participating more actively in their academic journey as they achieve success and plan for the future.

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

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Ready For Life | Goal 7
Implement additional research-based initiatives that support first generation college students by expanding literacy-building opportunities and critical thinking elements in secondary classrooms

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County and Xello for the 2023-2024 school year, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Departments: Adult, Career and Technical Education and Curriculum
Initiated by: Dr. Paul Gansemer and Dr. Laurie Breslin

Attachments:
Xello-Implementation-Plan
Xello-Information-for 2023-2024

School District of Manatee County

Xello Implementation Plan

2023-2024 School Year

Introduction

To assist students in reaching their fullest potential, the Florida Department of Education has provided Xello, a platform that supports college and career readiness, to all school districts across the state. The School District of Manatee County's inclusion of this resource in K-12 classrooms supports the goals of the district's Strategic Plan and assists in satisfying both legislative requirements for middle school promotion and the duties of school counselors. The infusion of career and education planning in all grade levels will assist students in participating more actively in their academic journey as they achieve success and plan for the future.

Strategic Plan Alignment

The application of Xello within the district K-12 will support the implementation of the approved Strategic Plan. A focus on facilitating career and education planning will specifically support Goal 7, which aims to "implement additional research-based initiatives that support first-generation college students by expanding literacy-building opportunities and critical thinking elements in secondary classrooms".[1] Furthermore, Strategies 2 and 3 under this goal, which strive to: "1. provide college readiness testing opportunities and highly effective learning opportunities to close the gap on students demonstrating college and career readiness and 2. Develop career-planning tools for students and families that support college-and-career pathways", respectively, will also be achievable with Xello.[2]

This will also support Goal 9 of the Strategic Plan: "advance career-centered programs across the District to provide quality post-high school education and employment opportunities".[3] This goal is accompanied by the subgoal "to use secondary career and technical education programs

[1] Ready 2026 Strategic Plan
[2] Ibid
[3] Ibid

to deliver quality instruction to enhance employability skills and provide exposure to local employment opportunities" and the strategy "increase the amount of Workplace Skills curriculum throughout the District", a task with which Xello will undoubtedly assist.[4] With the goal of preparing students for life after their K-12 educational journey, the use of this platform will facilitate student growth, academic planning, and the exploration of potential career paths. Additionally, the subsidizing of the platform by the Florida Department of Education makes this achievable without the district incurring any expense.

Legislative Requirements

Pursuant to the statutory requirements found in section (s.) 1003.4156, Florida Statutes (F.S.), for students to be promoted to high school from the middle grades they must successfully complete the following courses:

- Three middle grades or higher* courses in English Language Arts (ELA).
- Three middle grades or higher* courses in mathematics.
- Three middle grades or higher* courses in science.
- Three middle grades or higher* courses in social studies.
- One of these courses must be at least a one-semester civics education course in compliance with s. 1003.4156(1)(c), F.S. Each student's performance on the statewide, standardized end-of-course (EOC) assessment in civics education, required under s. 1008.22, F.S., constitutes 30 percent of the student's final course grade.
- One course in career and education planning to be completed in grades 6, 7 or 8.

To satisfy the career and education planning requirement, students in Manatee County take both M/J Civics with Career Planning and M/J US History with Career Planning prior to promotion to

[4] Ibid

high school. The use of Xello during these courses will assist in ensuring students receive comprehensive instruction on the standards associated with this topic, culminating in the creation of an individualized four-year digital educational plan.

Additionally, 6A-5.079, Florida School Counseling Standards guide school counselors and include requirements tied to career and education planning, amongst many other important topics. According to this rule, the "School Counseling Program" means a set of focused resources and supports designed by schools and districts to meet the unique needs of the students. The key aspects of the program include academic advisement and planning, career guidance and postsecondary planning, responsive mental health counseling services, community partnerships, and support with the provision of resiliency education, civic and character education, and life skill education".[5] To assist counselors with meeting these expectations, there exist a series of guiding standards, of which Standard 7 requires that "effective school counselors provide opportunities for all students to develop the behaviors necessary to learn work-related skills, resilience, perseverance, an understanding of lifelong learning as a part of long-term career success, the value of volunteerism and mentorship, and a strong work ethic".[6] Under Standard 7, four expectations further tie to career and education planning, providing additional guidance and clarification on the responsibilities of counselors. These indicate that counselors must:

> "2. Apply school counseling strategies and activities that address students' college and career readiness across developmental levels, including decision-making approaches for students in various stages of career development
>
> 3. Apply procedures of formal and informal career inventories and data-driven methods for evaluating students' college and career readiness

[5] 6A-5.079, Florida School Counseling Standards
[6] Ibid

4. Apply college and career readiness counseling services and schoolwide approaches across all levels that promote lifelong learning and career success

5. Utilize resources that provide students with personalized information about postsecondary and career and technical educational opportunities and sources of financial assistance"[7]

Xello's application in classrooms K-12 will assist counselors in their duties and ensure the standards with their accompanying clarifications are met.

Elementary Implementation Plan

With an aim at tiered implementation, given the newness of the platform as an instructional resource, Xello will be implemented in 3rd-5th grade classrooms starting in October. Digital lessons delivered via the platform will occur monthly as determined by each school, with delivery of the lessons being provided by teachers and/or school counselors. With this first phase of implementation complete, students in grades K-2 will then begin to participate in monthly Xello lessons in January. At this point, students at all elementary schools will engage with monthly lessons centered around college and career readiness.

Middle School Implementation Plan

To address the legislative requirements, Xello will be used in M/J Civics with Career Planning and M/J US History with Career Planning to satisfy the career and planning components; the completion of all requirements associated with career and academic planning will occur in 8th grade, regardless of the Social Studies course in which the student is enrolled. Instruction will be delivered in conjunction with school counselors. The following standards remain embedded in these courses to support instruction on this topic:

[7] Ibid

1. Describe the influences that societal, economic, and technological changes have on employment trends and future training.

2. Develop skills to locate, evaluate, and interpret career information.

3. Identify and demonstrate processes for making short- and long-term goals.

4. Demonstrate employability skills such as working in a group, problem-solving and organizational skills, and the importance of entrepreneurship.

5. Understand the relationship between educational achievement and career choices/postsecondary options.

6. Identify a career cluster and related pathways through an interest assessment that match career and education goals.

7. Develop a career and education plan that includes short and long-term goals, high school program of study, and postsecondary/career goals.

8. Demonstrate knowledge of technology and its application in career fields/clusters.

Xello provides an alignment, seen below, to the requirements outlined in these standards, noting the specific resources within the platform that comprehensively cover the topics and support the completion of the educational plan. These will be utilized in the aforementioned courses to ensure students receive robust instruction.

Requirements	Xello Activities and Supplemental Resources
Be internet based and customizable to each student and include research based assessments to assist students in determining educational and career options and goals	LESSONS[1] • Grade 6 - School Subject at Work (20-30 minutes) • Grade 7 - Discover Learning Pathways (30-40 minutes) • Grade 8 - Explore Career Matches (30-40 minutes)
Result in a completed personalized academic and career plan for the student that may be revised as the student progresses through middle school and high school	LESSONS • Grade 6 - Decision Making (20-30 minutes) • Grade 7 - Skills (30-40 minutes) • Grade 8 - Transition to High School (20-30 minutes)
Emphasize the importance of entrepreneurship and employability skills	LESSONS • Grade 6 - Time Management (20-30 minutes) • Grade 7 - Jobs and Employers (20-30 minutes) • Grade 8 - Self Advocacy (20-30 minutes)

Requirements	Xello Activities and Supplemental Resources
Include information from the Department of Economic Opportunity's Economic Security Report, under s. 445.07, F.S.	EXPLORE OPTIONS[2] • Grade 6, 7, or 8 - My Saved Careers Florida Lesson Plan (20-30 minutes) • Grade 6, 7, or 8 - My Saved Majors Florida Lesson Plan (15-20 minutes) • Grade 6, 7, or 8 - My Saved Schools Florida Lesson Plan (30-40 minutes)

The district will develop recommendations for the inclusion of these resources.

High School Implementation Plan

The high school implementation will consist of a 9th grade roll out, utilizing the College and Career Advisors to pull the freshmen by English class to provide them an introduction to Xello, its purpose and functions. After this initial presentation, there will be a follow-up lesson with the same students to provide further information and a deeper dive into the platform.

Career and Technical Education teachers will be trained to use Xello in their CTE classrooms as part of their normal career exploration activities at all grade levels to encourage students to use the product throughout their K-12 education.

Professional Development

To support teachers and counselors in the use of Xello throughout the year, professional development will be provided by representatives of the company. For elementary school counselors, this will include the option of viewing the 1.5-hour training video on Xello in August with additional sessions later in the month; from there, the counselors will provide small group trainings to 3rd-5th grade teachers on student use of the program. An additional round of professional development will occur in January for K-2 teachers. In addition to these opportunities, the teachers assigned to M/J Civics with Career Planning and M/J US History with Career Planning will receive professional development throughout the year and site-based, individual support, as needed. The middle school counselors and high school College and Career advisors will also receive professional development to support the implementation of this resource. Furthermore, Xello's website includes a series of videos that provide clear direction on the features of the platform and best practices for implementation K-12; these will remain accessible to all instructional staff to offer guidance throughout the year.

Conclusion

It remains the hope that with the inclusion of Xello in classrooms K-12, not only will the legislative requirements for counselors and teachers continue to be met, but students will also reap the benefits of planning for their academic future and career. Never too early to begin these considerations, the focus on career and academic planning within the Strategic Plan and in practice within our schools will continue to set our students up for the greatest amount of success possible.

Xello Quote

Proposal for **School District of Manatee County**

Prepared By:
Idan Firestein
Key Account Manager
(800) 965-8541 Ext.227
idanf@xello.world

ORDER / QUOTE

REF-061365

QUOTE FOR:

ATTN: **Accounts Payable**
School District of Manatee County
215 Manatee Ave W
Bradenton, FL 34205

REQUESTED BY:

Paul Gansemer
School District of Manatee County
215 Manatee Ave W
Bradenton, FL 34205

SUBSCRIPTION PERIOD:

Start Date: **Jul 1, 2023**
End Date: **Jun 30, 2024**
Duration: **12 months**

PRODUCT	QTY	ANNUAL RATE	PRICE	SUBTOTAL
Xello for High School Student Licenses (Paid by Florida State)	14,113	**$0.00** Per Student Reg $5.45	$0.00 100% ($5.45) discount	$0.00
Xello for Middle School Student Licenses (Paid by Florida State)	9,765	**$0.00** Per Student Reg $4.75	$0.00 100% ($4.75) discount	$0.00
Xello for Elementary School Student Licenses (Paid by Florida State)	23,198	**$0.00** Per Student Reg $2.75	$0.00 100% ($2.75) discount	$0.00
Getting Started Web Training (One Time) For Xello 6-12 only.	1	**$0.00** Per Session Reg $450.00	$0.00 100% ($450.00) discount	$0.00
Custom Web Training (One Time) Training must occur within the contract period	3	**$0.00** Per Session Reg $450.00	$0.00 100% ($450.00) discount	$0.00

NOTES:

GRAND TOTAL:

$0.00
USD

Xello Terms of Use Agreement
W8 Form
Billing + Renewals FAQ's







idanf@xello.world Phone: (800) 965-8541 Ext.227 Fax: 416.463.0938

1867 Yonge Street • Suite 700 • Toronto, ON M4S 1Y5 • Canada

RENEWAL APPROVAL

Approving this quote allows us to move forward with your purchase and an invoice will be sent based on the date specified below.
If you have any questions please contact Idan Firestein at idanf@xello.world.

Approver (your information):

First Name: *

First name

Last Name: *

Last name

Email: *

Email

Invoice To (Payment Issuing Staff):

ATTN: Accounts Payable
School District of Manatee County
215 Manatee Ave W
Bradenton, FL 34205

Please select your preferred invoice date:

(Payment is due within 30 days of the invoice date)

2023-06-05

☑ Purchase Order (PO) required for payment?

Select an option: *

When the PO is available, email to ar@xello.world or idanf@xello.world.

Order / Quote Approval Date: Monday, June 5th 2023

☐ By checking the box and clicking Approve, I confirm that I am an Authorized Administrator for my Organization and that on behalf of my Organization I agree to the Xello Terms of Use which shall become effective as of the above Order/Quote Approval date. I am agreeing to the Total Term Length as outlined in the Order/Quote, and that I have authority to bind my Organization to the Order/Quote and Xello Terms of Use. *

CANCEL APPROVE

xello

Xello's Features and Services for Florida

Career and Postsecondary Exploration

Feature	Functionality
Career Assessments	• Career Matchmaker • Personality Styles • Mission Complete • Skills Lab • Learning Styles • "Find Out Why" feedback for transparent results
Self-Exploration Tools	• Interest identification • Skills inventory • Cluster interests • Resume Builder • Storyboard/Portfolio
Career Exploration Tools	• Career search and filter options • In-depth career profiles • Interviews with individuals in each career • Earnings information • Outlook information
Postsecondary Exploration Tools and Admission Information	• School and major filter options • Detailed school profiles • Postsecondary data • Detailed major/program profiles • Important dates • Application requirements

Feature	Functionality
	• Application tracker • CommonApp integration capability • Ability to send transcript and recommendation letters • Admissions information
Financial Aid and Scholarship Information	• Knowledge hub covering topics like FAFSA, scholarships, and standardized tests • Local scholarships database
Integrated Curriculum	• 28 interactive, personalized lessons on core future-readiness topics • Ability to create custom lessons to address additional learning goals • Additional lesson plans and extension activities
Course Planning	• 4-year planner • Fully configurable diploma and pathway options • Imported course history • Prerequisites, co-requisites, course load validation

Work-based Learning Coordination

Feature	Functionality
Posting of Opportunities	• Educators post WBL opportunities
Matching Students to Opportunities	• Students and educators can browse and filter WBL opportunities • Students and educators can apply for opportunities

Implementation Approach

We will ensure every Florida district has a dedicated Onboarding Manager who works in partnership with Xello's Success Managers to deliver a high-quality experience for each district. Implementation for individual districts can take as little as two weeks, depending on their student information system, desired program options, and the availability of their staff. It is also possible to launch Xello to students while more complex options—like Course Planner—are being configured. Below are some of the key components of our vision:

- Data integration with each district's student information system (SIS) and preferred single sign-on (SSO) platform to automate student and educator account management, making the program an accessible and integral part of current district workflows.
- Clean, organized student and educator data, so school, district and state educators can easily gain accurate insight into the career aspirations of students and the progress all students are making towards their career planning goals throughout their time in grades 6-12.
- In close collaboration with district staff, Xello will be configured and deployed to support critical district workflows such as course planning, college application management and parent collaboration, making the purchase of additional college and career readiness programs unnecessary.
- A highly engaging and impactful curriculum for the Florida middle years course, delivered through Xello's fully integrated interactive lessons. Educators in grades 6 through 12 will be able to easily infuse career lessons across the core curriculum.
- Combining state-level coordination with district-level adoption will dramatically change platform engagement across the state. We believe in cultivating strong working relationships with both state administrators and district leaders in **EACH and EVERY district**.
- With consistent delivery of an award winning college and career readiness platform that is engaging, inclusive and accessible, **EACH and EVERY Florida student** will feel empowered to take control of their future.

Comprehensive Training Options

Through years of experience supporting deployments ranging from statewide rollouts, to large districts and individual schools, we have developed a comprehensive set of training options to meet the needs of the educators we serve. While we believe our training options provide excellent support for educators, we also understand that each district has its own unique goals

and needs. Working with Xello, the State of Florida will receive first-class "out-of-the-box" training resources, as well as a tailored custom training program that directly addresses the specific needs of the state. The training we provide can be organized into the following three methods of delivery:

1. On-demand video tutorials and resources
2. Scheduled web-based training
3. In-person training

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THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
AND XELLO

CAREER PLANNING TOOL – ONLINE CAREER EDUCATION PLANNING AND WORK-BASED LEARNING COORDINATION SYSTEM

FOR

THE FLORIDA DEPARTMENT OF EDUCATION

THIS CONTRACT ("Contract) is made as of the Effective Date by and between **Florida State University Board of Trustees,** a public body corporate of the State of Florida, acting for and on behalf of **Florida State University**, whose address is 222 S. Copeland Avenue, Westcott Building – Suite 211, Tallahassee, Florida 32306-1480 (hereinafter "FSU") and Xello (hereinafter "Contractor"), a software company, authorized to do business in the State of Florida, whose address is 1867 Yonge Street, Suite 700, Toronto, Ontario M4S 1Y5, Canada. Any addenda underlying this Contract are attached hereto and are incorporated in their entirety by reference herein.

Recitals:

WHEREAS, FSU and Contractor seek to enter into this Contract for the provision of software services by Contractor to FSU on the terms and conditions set forth herein this Contract; and

WHEREAS, FSU issued and ITN 6343-6 ("ITN") and Contractor responded to ITN, incorporated hereto by reference; and

NOW THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FSU and Contractor agree as follows:

1. **Effective Date, Term and Renewal.** The Contract shall be effective on the date signed by both FSU and Contractor (the "Effective Date"). The contract's initial term is five (5) years from the Effective Date unless terminated earlier as provided in this contract. In no event is this contract binding on FSU unless FSU's authorized representative has signed it. FSU may renew this contract under its then-existing terms and conditions for one three (3) – year renewal period and subsequently for one additional two (2) year renewal period.

2. **Scope of Services.** Contractor shall be responsible for providing services as listed in Attachment A – Minimum Contractor Requirements and Attachment B - Scope of Services.

3. **Compensation.** In consideration of the timely and satisfactory performance of services in accordance with this Contract, FSU agrees to make payment to Contractor as follows:

(a) **Fees.** FSU will pay Contractor $2,800,000 for services annually - Attachment C – Pricing.

   a. Year 1: payments are to be made following the achievement of those certain milestones as described in Attachment D – Overview of Milestone & Payment Schedule. After completion of the services described in Attachment D – Overview of Milestone & Payment Schedule the remaining $700,000 will be divided by the number of months remaining in year 1 and paid out monthly.
   b. Upon the commencement of Year 2, and throughout the remainder of the Initial Term, FSU will pay Contractor monthly following completion of service and receipt of an accurate invoice as described below.

(b) **Invoicing and Payment.** All invoices shall include FSU's Purchase Order (PO) number, correct remit address, description of goods/services provided (with amount), and total invoice amount. At no time is a Contractor authorized to submit a PO invoice directly to an individual or the ordering department. Except where stipulated otherwise on the PO, address all invoices to:

Mail: Florida State University
Accounts Payable
UCA 5607 University Center
Tallahassee, FL 32306-2391

Email: CTL-Invoices@fsu.edu

(c) **Payment Terms & Interest.** FSU will pay Contractor within forty (40) days of receipt of the invoice, goods received, or services performed, whichever is later. The Parties agree that in accordance with Section 215.422, Florida Statutes, FSU shall pay Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes, on the unpaid balance,

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if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the services. Interest payments of less than one dollar ($1) will not be enforced unless Contractor requests payment. To obtain the applicable interest rate, please contact the University Controller's Payables and Disbursements Section at (850) 644-5021.

4. **False Claims.** The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of Sec. 68.082, F.S., pertaining to false claims against the State, and/or Sec. 837.06, F.S., pertaining to false official statements.

5. **Payment Contingent on Appropriation.** This paragraph applies if this Contract expires in a fiscal year subsequent to the fiscal year in which the Contract is entered. The State of Florida's fiscal year comprises July 1 through June 30. FSU's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. If the Legislature fails to make the necessary appropriation, FSU will determine if there are other unencumbered funds which are available and which can be lawfully expended to pay for FSU's obligations hereunder. If FSU determines that there are no such funds, FSU shall promptly notify Contractor. The giving of notice shall be deemed to have cancelled this Contract by mutual consent, with the date of notice being the date of cancellation.

6. **Mandatory Reserve.** In the event that the Florida State Governor and Cabinet are required to impose a mandatory reserve on appropriations, FSU shall amend this Contract to place in reserve the amount determined by FSU to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the deliverable products and services as may be necessary.

7. **Restrictions on Use of Funds.** Pursuant to Sec. 216.347, F.S., no funds awarded under this contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.

8. **Termination of Contract.** This Contract may be terminated: 1) by mutual consent of FSU and Contractor; or 2) upon thirty (30) days' written notice by either FSU or Contractor with or without cause; or 3) unilaterally by FSU for cause, including without limitation, Contractor's refusal to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by Sec. 119.07(3), F.S., or by other provisions of general or special law.

9. **Contract Managers.** The Contract Managers for FSU and Contractor shall be:

For FSU:	For Contractor:
James Felder Florida Virtual Campus 1753 West Paul Dirac Drive Tallahassee, FL 32310 Phone: 850-9074-6072 Email: jfelder@flvc.org	Jeff Harris Xello 700 - 1867 Yonge Street Toronto, Ontario M4N1K8 Phone: 1-800-965-8541 ext. 122 Email: jeffh@xello.world

10. **Coordination with Contract Manager.** Contractor shall coordinate with and assist FSU's Contract Manager in the performance of the latter's responsibilities, which include without limitation:

(a) Monitoring the activities of Contractor.

(b) Receiving and reviewing the reports of Contractor to determine whether the objectives of the Contract are being accomplished.

(c) Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate.

(d) Evaluating the process used by Contractor to monitor the activities of any subcontractor or assignee, if any.

(e) Establishing the right for the Contract Manager to directly access subcontractors and assignees, if any, as the Contract Manager deems necessary.

11. **Notice.** Notice pursuant to this Contract shall be sufficient if given in writing, mailed or delivered so as to be received in the ordinary course of business by the Contract Manager for the recipient party at the address set forth above, with a copy thereof furnished by email to the recipient's email address set forth above.

12. **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by FSU's designated Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with FSU a petition for administrative hearing. FSU's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Florida Board of Governors Regulations. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate court in Leon County, Florida; in any such action, Florida law shall apply. Each party shall be liable for its own costs and fees, including attorney's fees.

13. **Insurance.** Contractor and Contractor's subcontractors shall have and maintain types and amounts of insurance that at a minimum cover their exposure in performing this Contract. FSU is self-insured, and will provide its Certificate of Insurance upon request. FSU is not required to obtain additional insurance for this Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide a certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Contract. All insurance policies shall be through insurers authorized to be eligible to write policies in Florida. Contractor shall comply with specific FSU insurance provisions as prescribed at http://procurement.fsu.edu/InsuranceProvisions unless stipulated otherwise within the PO or Contract.

14. **Indemnification.** Contractor agrees to indemnify and hold free and harmless, and defend the University, the Florida State University Board of Trustees, Florida State University Officers, employees and agents from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from bodily injury or property damage or any infringement of third party intellectual property rights caused by Contractor or its officers, employees, agents and contractors, in connection with this Contract. Notwithstanding the foregoing, Contractor and its present and former partners, principals and employees shall not be liable for any special, consequential, incidental, exemplary damages or loss (or any profits, taxes, interest, tax penalties, savings or business opportunity) or any loss, damage, or liability arising from the negligence or willful misconduct of FSU.

15. **Copyright, Patents and Royalties.** The Contractor, without exception, shall indemnify and save harmless FSU and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by FSU. If the Contractor uses any design, device, or materials covered by letters, patent, trademark, copyright or other intellectual property right or other right, it is mutually agreed and understood without exception that the Contract pricing shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. Contractor also shall indemnify and hold harmless FSU and the FSU Board of Trustees and FSU's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against FSU by any person or persons whomsoever on account of FSU's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

16. **Public Records Access.** FSU may immediately cancel this Contract in the event Contractor refuses reasonable public access to all documents, papers, letters, or other materials made or received by Contractor in conjunction with this Contract, unless the reports are exempt from Section 24(e) of Article I of the Florida Constitution or Section 119.07(1), Florida Statutes.

17. **Public Records, Contract for Services. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 644-4440, Office of General Counsel, Florida State University, 222 South Copeland Street, Suite 424, Westcott Building, Tallahassee, FL 32306-1400.**

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To the extent that Contractor meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and 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, regulation, or accounting oversight body.

(d) Meet all requirements for retaining public records and transfer, at no cost to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If Contractor does not comply with a public records request, FSU shall enforce the contract provisions in accordance with the contract.

18. **Equal Opportunity.** Florida State University is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or physical or mental disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

19. **E-Verify.** Pursuant to §448.095, Fla. Stat., Contractor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Contractor shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Contractor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of its contract with FSU. This Section serves as notice to Contractor regarding the requirements of §448.095, Fla. Stat., and FSU's obligation to terminate the Agreement if it has a good faith belief that Contractor has knowingly violated §448.095, Fla. Stat. If terminated for such reason, Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. Further, FSU has an obligation to order the immediate termination of any contract between Contractor and a subcontractor performing work on its behalf should FSU develop a good faith belief that the subcontractor has knowingly violated §448.095, Fla. Stat. FSU reserves the right to request documentation from Contractor evidencing its compliance with §448.095, Fla. Stat.

20. **Supplier Code of Conduct.** Contractor agrees to comply with the FSU Supplier Code of Conduct: https://procurement.fsu.edu/sites/default/files/media/pdf/FSU%20Supplier%20Code%20of%20Conduct%20ver%205.1.2021.pdf

21. **Confidentiality of Information, Non-Disclosure.** Each party acknowledges that its employees may, in the performance of the Contract come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party will use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with either party unless required by law, regulation, or accounting oversight body. If Contractor is exposed to FSU's confidential information, Contractor will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act). Confidential information shall not include information that is public record pursuant to Florida law (Florida Statutes Chapter 119), and FSU will respond to public records requests without any duty to give Contractor prior notice. This provision shall survive termination of

the Contract. If Contractor is providing software, FSU may create and return a copy of the software and related documentation for back up and disaster recovery purposes, and for archival purposes for use after the Contract is terminated or expires.

22. **Marks, Names, Logos, Designations.** The Contractor is not authorized to use the names, symbols, emblems, designs, colors, uniforms, logos, designations and other proprietary marks of FSU in connection with advertising, merchandising, promotion and sale of products or services without the prior written approval of FSU's Office of Trademark and Licensing. Should Contractor desire to pursue the opportunity to advertise, Contractor should contact the Office of University Trademark Licensing at 225 University Center, Suite C-5100, Tallahassee, FL 32306-2710; Telephone: 850-644-3141 For more information, visit: licensing.fsu.edu. For more information regarding use of the certain university emblems and logos, contact the Office of University Trademark Licensing at 850-644-3141 or visit licensing.fsu.edu.

23. **Independent Audit.** FSU will have the right, at FSU's sole cost, to audit Contractor's fee and expense information and work product materials ("Records") using its personnel pertaining to the Contract. Such audit will be completed by FSU or its representatives at Contractor's office, on reasonable advance notice, and on dates and times mutually agreed to by the parties. If the audit reveals Contractor owes FSU money, Contractor will pay the amount due within thirty (30) days of the date we notify Contractor of the audit results. If the audit reveals FSU owes Contractor money, FSU will pay Contractor within thirty (30) days of the date the audit is complete.

24. **Conflict of Interest.** Contractor certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between its corporation other than the relationships which have been previously disclosed to FSU in writing and (ii) Contractor has not been an employee of any component institution of FSU within the immediate twelve (12) months. Any violation of this conflict of interest policy will result in immediate cancellation of this Agreement in addition to a potential debarment of Contractor from doing business with FSU.

25. **Non-Agency Contractor.** If Contractor is not an agency of the State of Florida, Contractor guarantees that no individual shall render service under this Contract who is also being paid in any capacity by the State of Florida, except the service of such an individual may be utilized when Contractor can clearly establish that such service is being rendered at such times and locations as to be apart from all obligations of said individual to the State.

26. **Independent Contractor Status.** Contractor is an independent contractor and this Agreement does not form a joint venture or partnership. FSU will not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will FSU furnish any medical or retirement benefits or any paid vacation or sick leave. Contractor is responsible for conduct of business operation, including employee salaries, travel, etc.

27. **Tax.** FSU is exempt from State sales and use tax.

28. **Emergency Support.** It is hereby made a part of this Contract that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that Florida State University (FSU) and the State University System (SUS) shall be provided goods and services on a first priority basis. It is vital and imperative that the students, faculty and staff are protected from any emergency, which threatens public health and safety.

Awarded Contractor agrees to provide, rent, sell, lease all goods and services required by Florida State University and the State University System (SUS) on a first priority basis. FSU and the SUS expects to pay a fair and reasonable price for all goods and services in the event of a disaster, emergency, or hurricane, if not otherwise listed in your proposal. Awarded Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

29. **Force Majeure.** No default, delay, or failure to perform on the part of Contractor or FSU shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, actions or inactions of governmental authorities, pandemic/epidemic, war, embargoes, fire, earthquake, acts of God, or default of 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.

30. **Survival.** All obligations of the parties under the terms of this Contract as of the date of termination shall survive such termination.

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31. **Discrepancy of Contract terms.** Should any terms or condition of this Contract or application thereof to any person or circumstance be held invalid, such invalidity shall not affect other terms, conditions, or applications of the agreement which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Contract are declared severable.

32. **Assignment.** Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of FSU.

33. **Modification of Contract.** FSU and Contractor may, at any time, request changes to the statement of work (SOW) by submitting a written change request which identifies in reasonable detail the need for the change.

34. **Contract Construction.** FSU and Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter and agree that this Contract is their joint product.

35. **Headings.** The headings throughout the Contract and Addendums(s) are for reference only and are not given legal effect.

36. **Waiver.** Failure of any party to timely enforce any of the terms or provisions of the Contract shall not constitute a waiver of any such terms or provisions in the future; such terms and/or provisions shall continue in full force and effect.

37. **Severability.** If any provision of the Contract and Addendum(s) is declared unenforceable or invalid, the remaining provisions will remain in force.

38. **Governing Law and Venue.** The Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.

39. **Attorney Review.** FSU and Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.

40. **Conflict with Purchase Order.** Both Parties acknowledge that FSU may use preprinted purchase orders or other formats as it deems fit. The Parties agree that, in the event of conflict between the text of an order and this Contract, the terms and conditions of this Contract will prevail. No additional or different terms contained in any quotation, offer or acknowledgment or other document issued by Contractor will be of any force or effect.

41. **Entire Contract.** This Contract as amended, its Attachments, represent the entire contract between the parties, and supersede any and all prior agreements, negotiations and proposals, written or oral, relating to the subject matter. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same as noted below.

42. **Order of Precedence.** In the event of an inconsistency or conflict of the terms between this Contract, ITN and any of the attached Exhibits, the inconsistency or conflict shall be resolved by the following precedence: this Contract, FSU's ITN, Contractor's Best and Final and, lastly, Contractor's response/proposal dated March 22, 2022 to ITN.

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

FSU:

THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate, acting for and on behalf of THE FLORIDA STATE UNIVERSITY

DocuSigned by: James Clark

Signature: _____

Name: James Clark

Title: Provost

Date: 12/14/2022 | 12:34 PM EST

CONTRACTOR:

XELLO

DocuSigned by: Jeff Harris

Signature: _____

Name: Jeff Harris

Title: President and Co-Founder

Date: 12/14/2022 | 8:27 AM EST

DocuSigned by: Elijah Scott Elijah Scott

DocuSigned by: Tim Brown

ATTACHMENT A

MINIMUM CONTRACTOR REQUIREMENTS

a. The purpose of this statewide system is to provide secondary students (with the possibility of postsecondary students in the future) with access to information, data, and experiences that will inform their decision making on postsecondary and other workforce training opportunities, and career options to improve their outcomes. Better informed and prepared students can make for a stronger workforce and Florida economy. The system must complement and integrate with the existing statewide computer-assisted student advising services, as described in section 1006.73(3)(b) F.S., and complement and integrate with the Workforce Development Information System as described in 1008.40 F.S., specifically 1008.40 (4) F.S.

b. **The preparation of the Career Planning Tool – Online Career Education Planning and Work-Based Learning Coordination System by Contractor will be ready for schools to implement by June 30,2023. Failure of schools to roll out system by June 30, 2023 will not be considered a breach of contract.**

The system will connect students with:

- **Information** – students are introduced to detailed, multimedia information on occupations that align with their interests, aptitudes, and values. From there, they explore the pathways to those careers through secondary programs and post-secondary programs, institutions, admissions, financial aid, and scholarships. This process starts at the end – a prosperous and fulfilling career – and then builds the pathway there.
- **Data** – good decisions are built on data and students need to access accurate and up-to-date labor market information (openings, salary, growth projections, etc.) and postsecondary performance data (placement rates, starting salary, average loan debt, etc.). Data should be localized to the extent possible, using real time local labor market analytics. Additionally it should rely on local program performance data. Insofar as it requires both, the tool should be capable of ingesting and aggregating data from existing sources or warehouses (e.g., DOE and DEO data sources).
- **Experiences** – work-based learning is an evidence-based educational practice and has a myriad of benefits, including higher graduation rates, higher academic performance, higher postsecondary matriculation rates, improved technical and employability skill development, student social capital building, student resume and application development, and a closer working relationship between employers and educators.

c. Functional Requirements

The successful product must be able to meet the required capabilities for each area detailed below:

1. Postsecondary and Career Exploration:

Topic	Required Capabilities
Career Assessment	A. The system must meet the assessment, and the academic and career plan requirements of §1003.4156(e), Fla. Stat., such as offer a "research-based assessments to assist students in determining educational and career options and goals" and a "completed personalized academic and career plan for the student that may be revised as the student progresses through middle school and high school." (§1003.4156, Fla. Stat.) The assessment(s) provide a rich, multidimensional view of the student, such as their interests, aptitudes, and values. Solution must then help identify appropriate regional and state occupations or industries as a result and the necessary training programs or credentials required by those occupations or industries. The system provides the capability for parents, school counselors or other

		career advisors, as appropriate, to assist students in the review of their assessment and the preparation of their plan.
Industry & Occupational Exploration	B.	Users may browse and search a hierarchical list of multimedia industry and occupation profiles.
Postsecondary Training Exploration	C.	Users have access to detailed descriptions of institutions and credentials relevant to their career goals.
Admissions, Financial Aid, and Scholarships	D.	Users are given access to information on admissions requirements, financial aid, and scholarships.

2. Work-Based Learning Coordination:

Topic		Required Capabilities
Work-Based Learning Landing Pages	A.	Educators, students, and employers have direct access to work-based learning custom landing page and coordination functionality without having to navigate through career planning content or login.
Posting of Opportunities	B.	Educators and vetted employers are able to post work-based learning opportunities into the system. Employers can migrate their profile information into the CCRS from other systems, such as EmployFlorida.
Matching Students to Opportunities	C.	Students and educators are able to filter, browse, and search work-based learning opportunities based on a prioritized list of attributes, such as geographic location, industry, occupation, job description, duration, paid/unpaid, online/in-person, type of opportunity, qualifications, and number of positions available. Students and educators may then apply to the opportunities of their choice.
Matching Employers to Students	D.	Employer ability to search for students that would match to an available opportunity.
Supporting Program Quality	E.	The system supports work-based learning program quality through build-in tools, for instance training agreement formation and signing, mobile app access, student performance assessments, training modules, work hours logging and verification, student work product portfolio development, surveying, letter of recommendation templates, resume and cover letter templates, and student reflection tools.

3. System Management and Operations:

Topic		Required Capabilities
Implementation	A.	Respondent will provide an implementation team to support the implementation process to include any data loading necessary.
Data Reporting and Analysis	B.	Administrators could login in, generate data reports, and analyze system use and outcomes. Reporting should be flexible with unlimited options and any field being reportable.
Data Exchange and Interoperability	C.	System can access and use data from multiple external data sources to aggregate, analyze, and visualize these data for students in an engaging fashion. The system must complement and integrate with the existing statewide computer-assisted student advising services, as described in §1006.73(3)(b) Fla. Stat.
System Security	D.	Student data is appropriately secure and private.

Accessibility	E.	Users with a variety of disabilities and primary languages are able to access and use the system.
Availability	F.	Website is available 99.9% of the time with scheduled weekend/evening updates.
	G.	Website is compatible with various browsers on both mobile and PC devices.
Scale	H.	System is available at no cost to the student and can meet the needs of Florida's secondary student body.
Maintenance	I.	Debugging and other minor enhancements will take place regularly.
Branding	J.	Ability to brand the system specifically for Florida.
Training & Ongoing Support	K.	The applicant will provide start-up and ongoing systems training through synchronous and asynchronous means to include written training content, virtual and on-site to the users. On-going support will require written, virtual, on-site means to help the individual communities (i.e., schools, school districts) organize and engage external and internal stakeholders (i.e., employers, parents, counselors, students, and other school personnel)
Technical Assistance	L.	System users will have access to written help content and help desk support.

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ATTACHMENT B

SCOPE OF SERVICES

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Xello & School District of Manatee County

The documents, resources, and information below are provided to support the evaluation and adoption of Xello for the School District of Manatee County.

Xello – Company Information

Xello – Contract with Florida Department of Education

Xello – Scope of Work

Xello – Additional Responses for Clarity

Xello - Privacy Policy

Xello – Terms of Service

Xello – $0 Quote

Please note that the Quote includes:

- Verification of the cost of Xello as $0 – given that the Florida Department of Education is paying for the use of the platform for districts across the state.
- An overview of your schools and student enrollment – to be reviewed and verified.
- An overview of the Workshops and Trainings we recommend for your district during your first year using Xello. A further review of your district's Training Plan to be included in our discussions.

CONSULTANT INFORMATION

Name of individual who will perform the services:

1. **Noa Lipton**
   Xello Territory Manager – Florida
   Bachelor of Arts (Honors) & Bachelor of Social Work
   noal@xello.world
   +1 (800) 965-8541 x 146

2. **Idan Firestein**
   Xello Success Manager & Marketing Contact
   Bachelor of Arts, Psychology Major, Sociology Minor & Post-Graduate Degree, Business/Corporate Communications
   idanf@xello.world
   +1 (800) 965-8541 x 227

3. **Gigi Inara**
   Xello Onboarding Manager & Technical Contact
   Bachelor of Fine Arts in Music
   gigii@xello.world
   +1 (800) 965-8541 x 123

4. **Page Shepherd**
   Xello Training Specialist
   Bachelor of Arts in Communication, Former Teacher in Duval County Public Schools
   pages@xello.world
   +1 (800) 965-8541 x 142

Consultant Business Address:

Xello Inc.
1867 Yonge Street, Suite # 700
Toronto, ON
M4S 1Y5

The table below showcases the implementation status of districts across the state of Florida. **This is a snapshot as of May 16, 2023.**

STATUS	ACCOUNT NAME
FLContractApproved	Polk County Public Schools
FLContractReview	Santa Rosa County School District
FLContractReview	Taylor County School District
FLContractReview	Calhoun County School District
FLContractReview	Nassau County School District
FLContractReview	Hillsborough County Public School District
FLContractReview	Duval County Public Schools
FLContractReview	Broward County Public Schools
FLContractReview	Pinellas County Schools
FLContractReview	Liberty County School District
FLContractReview	Madison County School District
FLContractReview	Okeechobee County School District
FLContractReview	Monroe County School District
FLContractReview	Escambia County School District
FLPresComplete	School District of Manatee County
FLContractReview	Sumter District Schools
FLDiscoCallBooked	Charlotte County Public School District
FLDiscoCallComplete	Pasco County Schools
FLDiscoCallComplete	Holmes County School District
FLDiscoCallComplete	Baker County School District
FLDiscoCallComplete	Levy County School District
FLDiscoCallComplete	Gilchrist County School District
FLDiscoCallComplete	Glades County School District
FLDiscoCallComplete	Hendry County School District
FLDiscoCallComplete	Highlands County School District
FLDiscoCallComplete	Miami Dade County Public Schools
FLInProgress	Hamilton County School District
FLInProgress	Washington County School District
FLInProgress	Flagler County School District
FLInProgress	St Lucie County School District
FLInProgress	Orange County Public Schools
FLInProgress	Lee County School District
FLInProgress	School District of Palm Beach County
FLInProgress	Marion County Public Schools
FLInProgress	Hernando County School District
FLInProgress	Leon County School District
FLInProgress	Seminole County Public Schools
FLLaunched	Martin County School District
FLOutreach	Osceola County School District
FLOutreach	Wakulla County School District
FLOutreach	Jefferson County School District
FLOutreach	Gulf County School District
FLOutreach	Gadsden County School District
FLOutreach	Suwannee County School District
FLOutreach	Lafayette County School District
FLOutreach	Dixie County School District
FLOutreach	Union County School District
FLOutreach	Hardee County School District
FLOutreach	Desoto County School District

STATUS NAME	DESCRIPTION
FLLaunched	Xello launched to students!
FLInProgress	The district leadership team is currently implementing data integration and feature set-up.
FLContractReview	The district requires a formal contract between Xello and the district be in place prior to data integration. The complexity of the contract is dependent on the district size. If a district is in this stage, we are in the process of completing the contract.
FLPresComplete	The Xello team has completed a recent presentation with district leadership and other educators involved in implementation.
FLPresBooked	The Xello team has an upcoming presentation booked with district leadership and other educators involved in implementation.
FLDiscoCallComplete	A meeting with district leadership has taken place and we are proceeding to the next stage.
FLDiscoCallBooked	A meeting with district leadership is scheduled.
FLOutreach	The Xello team is actively contacting district leadership to schedule initial conversations.

The table below showcases the implementation status of districts across the state of Florida. **This is a snapshot as of May 16, 2023.**

STATUS	ACCOUNT NAME
FLOutreach	Jackson County School District
FLOutreach	Volusia County School District
FLPresBooked	Sarasota County Schools
FLPresComplete	Franklin County School District
FLPresComplete	Bradford County School District
FLPresComplete	Putnam County School District
FLPresComplete	Columbia County School District
FLPresComplete	Collier County Public Schools
FLPresComplete	Brevard County School District
FLPresComplete	Walton County School District
FLPresComplete	St Johns County Schools
FLPresComplete	Bay County School District
FLPresComplete	Clay County School District
FLPresComplete	Okaloosa County School District
FLPresComplete	Alachua County School District
FLPresComplete	Citrus County School District
FLPresComplete	Lake County School District
FLPresComplete	School District Of Indian River County
FLUniqueSite, FLOutre	Lake Wales Charter Schools
FLUniqueSite, FLOutre	Florida A&M University (FAMU) Developmental Research School
FLUniqueSite, FLOutre	Florida School for the Deaf and the Blind (FSDB)
FLUniqueSite, FLOutre	Florida State University Schools
FLUniqueSite, FLOutre	Kipp Charter Schools Miami
FLUniqueSite, FLPresC	FAU Lab Schools
FLUniqueSite; FLLaun	P. K. Yonge Developmental Research School
FLOutreach	Florida Virtual School

STATUS NAME	DESCRIPTION

Xello Professional Development Plan

Sample Plan



School District of Palm Beach County

Robert Grossman (MS counseling) - robert.grossman@palmbeachschools.org
Charlene Beckford (HS counseling) - charlene.beckford@palmbeachschools.org
Cheri Girtman Daniels (ES counseling) - cheri.girtman@palmbeachschools.org

Xello's training is designed to help you address particular needs with your college and career readiness program. Your dedicated Training Specialist will work with you to tailor training agendas to meet your Xello goals.

Training Specialist
Sophia Obas
sophiao@xello.world

Date	Session Title	Time (EST)	Audience	Notes	Resources	Internal (Case #)
Apr. 25	Xello & Florida's Middle School Career Planning Requirement	12:00 PM	Leads and MS Educators	Open to all Florida Educators interested in Xello	Watch Recording	
May16	Meet Xello 6-12	3:00 PM	6-12 Educators, Principals Counselors	Open to all Florida Educators interested in Xello	Webinar Registration	
May17	Meet Xello K-5	3:00 PM	K-5 Educators, Principals, Counselors	Open to all Florida Educators interested in Xello	Webinar Registration	
Summer	Xello Academy K-12	Self-Paced, 1.5 hours	MS Social Studies Teachers MS + HS Counselors Principals	Self-paced courses that support educators to integrate Xello into instruction *Enroll using their Xello Educator Account (dependent of data integration)	Enroll through Xello Account Introduce Xello Academy to Your Educators	
July	Getting Started with Xello 6-12 (60 min)		HS Principals MS Principals		Zoom Registration (coming soon)	
July	Getting Started with Xello K-5 (60 min)		ES Principals		Zoom Registration (coming soon)	
July	Getting Started with Xello 6-12 (60 min)		MS & HS Xello Champions (Asst. Principals & School Counselors)	90 - minutes, Equip Xello Champions (MS & HS School Contact) with tools to rollout Xello in their schools Focus on Lesson sequence and alignment with the MS Career Planning Requirements Homework - Xello Academy	Zoom Registration (coming soon)	
Week of Aug 1	Introduction to Xello for School Counselors (90 min)		MS Counselors, 140	Homework Xello Academy	Zoom Registration (coming soon)	
Aug 7 Confirm Date	Introduction to Xello K-5 for School Counselors (90 min)	Morning	ES counselors 150, teachers, assistant principals	Back to School Professional Development for School Counselor		
Aug 7 Confirm Date	Introduction to Xello for School Counselors (90 min)	Afternoon	MS & HS counselors, 350	Back to School Professional Development for School Counselors 5-7 HS counselors per building		
Aug 8 Confirm Date	Introduction to Xello for Subject Area Teachers (90 min)		MS Career Planning teachers - Social Studies MS Counselors, MS Xello Champions	**In-person** Middle School Sym. at Dwire High School Register for the event Complete Xello Academy in advance - Social Studies teacher		
Oct 13 Confirm Date	Introduction to Xello K-5 for School Counselors (90 min)		ES counselors	In-person Professional Development Day		
Late Fall	Xello 6-12 Beyond Basics (90 min)		MS & HS counselors, 350	Follow-up, refresher, new feature updates Deep dive into reports/tracking progress		
Year 2?	Supporting Work-based Learning with Xello (60 min)			To be determined for year 1 implementation		

Xello Support offers free, always accessible training options. You'll find walkthroughs, live and on-demand webinars, short videos, and more at http://help.xello.world.

Xello Terms of Service

Welcome to Xello

Xello is an online program made available to schools, educational establishments and similar entities that helps student users ("Students") create a successful future through self-knowledge, exploration, and planning and helps parents of Students provide support to their children.

With Xello, Students discover the unique pathway that's right for them using an investigative, discovery-based learning process that opens their minds to exciting possibilities. As Students gain self-knowledge through assessments and reflection, they build a profile with careers of interest, schools, colleges and universities, programs, and experiences to form a vibrant, visual roadmap that's easy to update and share.

Xello also provides educators, including teachers, advisors, and administrators (collectively, "Educators") and parents or guardians of Students ("Parents") with access to tools that enable them to monitor the progress of their Students and children, and to communicate with Students to help them achieve their future readiness goals.

Agreement to the Terms

These Terms of Service ("Terms") are entered into by and between Xello Inc. or CASCAID Ltd, as specified in the Xello Quote or purchase order ("Quote") and the school or educational establishment or other entity who has signed the Quote (collectively "Customer") and the Students or Parents who use the Xello platform. These Terms govern Customer's and administrators or educators who are acting on a Customer's behalf ("Authorized Administrator") and Students' and Parents' access to and use of the Xello platform, website, or any other website or application of Xello that link to or incorporate the Terms (collectively the "Services"). These Terms are effective: (i) as of the date the Customer, Students, and/or Parents accept or agree to these Terms or, (ii) if these Terms are attached to a separate agreement such as a Quote, the date such separate agreement is accepted by you.

In accepting these Terms on behalf of a Customer, you represent and agree that: (i) you have the legal authority to bind such Customer to these Terms; (ii) you have read and understand these Terms and any accompanying agreement such as a purchase order, subscription terms, or Quote; (iii) you agree, on behalf of the Customer, to these Terms and any accompanying agreement such as a purchase order or Quote; and (iv) Customer or any Authorized Administrator setting up user accounts is solely responsible for providing any legally required notices and obtaining any necessary permissions to use and share information in the Services and providing any legally required means for a parent or legal guardian to review or correct any student data. The term "you" as used herein shall refer to Customer or Authorized Administrator with respect to the Services.

IMPORTANT: AS SET FORTH BELOW, THE SERVICES ARE PROVIDED "AS IS" AND XELLO'S TOTAL LIABILITY FOR ANY CLAIMS RELATED TO THE SERVICES IS LIMITED AS PROVIDED HEREIN.

Using the Services

(a) Usage Limits. The Services are subject to usage limits (including number of users) specified in the Quote. If Customer wishes to increase such usage limits, Xello and Customer may work together to increase Customer's usage limits subject to increased fees for such usage. Any additional usage (including number of users) are subject to these Terms and will terminate as set forth herein.

(b) Usage Restrictions. Users agree not to use the Services for any purpose or in any way that is unlawful or prohibited by these Terms. Without limiting the foregoing, Users may not: (a) knowingly use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services; (b) obtain or attempt to obtain any Content (as defined below) or information through any means not intentionally made available or provided for through the Services; (c) submit or transmit any content, files, videos, photos, web links, or other materials to the Services, including but not limited to User Content (as defined below) or otherwise use the Services in ways that: (i) are defamatory, threatening, obscene, or harassing, (ii) contain a virus, worm, Trojan horse, or any other harmful component, (ii) interfere with the operation, appearance, security or functionality of the Services; (iv) include unsolicited commercial messages; or (v) impersonate a Xello employee, or any other person, or falsely stating or otherwise misrepresenting your affiliation with any person or entity; (d) use the Services on any computers and/or accounts on which you do not have permission to operate and on which the Services cannot be legally and rightfully operated; or (e) use the Services for a commercial purpose (beyond a Customer's internal business purposes).

We, in our sole discretion, may suspend or stop providing the Services to any User for actions that violate these Terms, or to protect the security, safety, and rights of other Users, Xello or the Services, including without limitation to investigate suspected misconduct.

Intellectual Property and Licenses

(a) Intellectual Property. The Platform may contain material, information and data derived in whole or in part from material supplied by Xello and other sources (the "Content"), and such Content is protected by Canadian and United States copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws. Except as licensed to Users herein, all content, information, materials, computer code, and software part of the Services is the property of Xello or third parties. Xello and its licensors reserve all past, present, and future right, title, ownership, and interest in the Services, and derivative works thereof (including, but not limited to, all photographs, animations, statistics, graphics, text, user interface, scripts and software used to implement the Services or any other materials in the Services), associated copyrights, trademarks, logos, trade secrets, patents, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign,

Licenses section, Xello and its licensors solely and exclusively own the Xello Intellectual Property, and Users have no ownership rights to any Xello Intellectual Property or the Services. All rights to the Platform not expressly granted herein are reserved by Xello. Using the Services does not give Users ownership of any intellectual property rights in the Services or the Content accessed.

Users shall abide by all copyright and other intellectual property laws and shall promptly notify Xello of any unauthorized access or use of the Services.

(b) License by Xello. Unless stated otherwise in this Agreement, and subject to the terms of this Agreement, Xello grants to Customer and its Users the non-exclusive, non-assignable, non-transferable, limited right to (i) access and use the Services during the Term solely for noncommercial educational purposes, and (ii) to use, download, copy, modify, perform, or display educational materials provided in the Services for noncommercial, in-class instructional purposes during the Term. This limited license shall apply to any updates, upgrades, and/or additional features of the Services not distributed with a separate license or other agreement.

(c) License from Customer. Customer grants Xello a limited, transferable license to use and display Customer's name and logo to operate the Services. Customer grants Xello a limited, transferable license to use Student Personal Information (as defined in the Privacy Policy) as set forth in this Agreement. Customer is solely responsible for the selection, compatibility, licensing, development, accuracy, performance, operation, maintenance, and support of all applications, information, software, and data, including any hypertext markup language files, scripts, programs, recordings, sound, music, graphics, or images, that Customer or its Licensed Users create, install, upload or transfer on, from or through the Services. All Student Personal Information transmitted to Xello pursuant to this Agreement is and will continue to be the property of and under the control of the Customer.

(d) Feedback. If Customer or any Users provides feedback, comments or suggestions for improvements to the Service (in written, oral, or any other form) ("Feedback"), Customer or such User, as applicable, represents and warrants that (a) it may disclose the Feedback, (b) the Feedback does not violate the rights of any other person or entity, and (c) the Feedback does not contain the confidential or proprietary information of any third party or parties. Customer (i) acknowledges that Xello may have something similar to the Feedback already under consideration or in development and (ii) assigns to Xello its entire right, title, and interest (including any intellectual property rights) in and to Feedback without any restrictions, attribution, or compensation to you. If any right, title, or interest in the Feedback cannot be assigned under law, Customer or User, as applicable, waives such right, title or interest and consents to any action of Xello, its service providers, successors, and assigns that would violate such right, title, or interest absent such consent. Customer or User, as applicable, agrees to execute any documents necessary to affect the foregoing assignment, waivers, or consents.

(e) Customer Testimonials. Xello may display personal testimonials and endorsements of satisfied customers with respect to the Services, including, if Customer agrees, its personnel, and, if Customer agrees, Xello may associate Customer's name and logo with such postings from its personnel.

Security and Confidentiality

law, in order to help protect such personal information from unauthorized access, provided that certain information may be available to Customer and Users or third parties pursuant to the direction of Customer, Educators, or Authorized Administrators and depending on how Users choose to use the Services' features.

We may disclose Student Personal Information that is confidential: (a) at the direction of the Customer or Authorized Administrator; (b) as required or permitted by applicable law; (c) in accordance with valid legal process; or (d) with the written consent of the Customer or Parent (to the extent required or permitted by applicable law). Before disclosing such information in accordance with legal process, we will use commercially reasonable efforts to promptly notify the Customer. We shall not be required to provide notice before such disclosure if (i) we are legally prohibited from giving notice or (ii) the legal process relates to exceptional circumstances involving danger of death or serious physical injury to any person. Users understand that we will rely on one or more subcontractors to provide the Services. We have contracts in place with such subcontractors requiring them to protect Student Personal Information in a way that is at least as protective as we have undertaken to treat such information in these Terms and comply with applicable law.

FERPA

For Customers subject to United States federal law, we acknowledge that data from Student Users may include "personally identifiable information" from "education records" that are subject to Family Educational Rights and Privacy Act ("FERPA") ("FERPA Records"). To the extent that we receive FERPA Records in providing the Services, the parties agree that Xello functions as a "school official" with a "legitimate educational interest" in Customer's Student's Education Records pursuant to FERPA regulation 34 CFR § 99.31(a)(1), or if applicable, is acting under another applicable FERPA exception listed under FERPA regulation 34 C.F.R. § 99.31(a)(1), such as the "directory information" exception. With respect to FERPA Records, Xello will maintain its status as a School Official and acknowledges that a failure to do so may result in a termination of these Terms and any other agreement for the Services. As between the parties, Customer owns and controls all Student Personal Information, including but not limited to FERPA Records, provided in the Services, whether provided by the Customer, another User, or any other third-party.

The limitations set forth in this section shall not apply to any information which we receive or that is provided to the Services pursuant to consent of Student User's Parent or consent of a Student User who is at least 18 years of age or the age of majority in such User's jurisdiction of residence. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Services' Accounts

Customer and Authorized Administrators and Users are responsible for maintaining the security and confidentiality of their account credentials and taking reasonable steps to prevent unauthorized access to

notices and obtaining all necessary rights, permissions, or consents to access, monitor, use, or disclose any information, including Student Personal Information, from accounts of other Users. As between Xello and Customer, Customer is responsible for any activities, including any violation of the Terms, that occur under a Customer account, an Authorized Administrator account, and any User accounts created by Customer or Authorized Administrator account.

You shall notify Xello of any known or suspected unauthorized use of your account, other User accounts, or any known or suspected breach of security of the Services, including loss, theft, or unauthorized disclosure of your password.

User Content

While using the Services, Customers and Users can upload, submit, store, send, or receive content ("User Content"). User Content does not include Feedback. As between the parties, Customer retains ownership of any intellectual property rights held in User Content. You agree that we can use, host, display, modify and publish such content for the purpose of providing the Services. We do not claim any ownership rights in User Content that is submitted to the Services.

As set forth in the Privacy Policy, upon request or upon termination of the Agreement, we shall, at direction and election of the Customer, destroy Student Personal Information, including FERPA Records, and User Content or return them to the Customer with rights to such information and direct our subcontractors to do the same, provided that we may comply with applicable law regarding the transfer of and/or retention of such records. Such records or User Content may persist in backup copies for a reasonable period of time following deletion (but will not be available to others).

At all times, you and your Customer are responsible for, and agree you have the rights to submit, post and upload the User Content or Feedback you submit to the Services.

We reserve the right, at any time and without prior notice, to pre-screen, reject, move, edit, delete, or remove any User Content submitted to the Services that we, in our sole discretion, consider to be objectionable for any reason, in violation of these Terms or otherwise harmful to Xello, the Services or its users, consistent with applicable law, but we do not assume the obligation.

Fees

Customer will pay all fees specified in the Quote. Except as otherwise specified herein or in a Quote, (i) fees are based on Services subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Period or Term. Unless otherwise stated in a Quote, Fees are paid in advance of each billing period. Upon your cancellation or termination in accordance with these Terms, you remain responsible for payment of all outstanding Fees referenced in the applicable Quote without

Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction; you are responsible for paying all such taxes, levies, duties and assessments associated with purchases and transactions under these Terms or Quote.

TERM, TERMINATION

(a) Term. Unless otherwise set forth on the Quote, this Agreement commences on the date of Quote execution ("Effective Date") and shall continue for the term set forth in the Quote (the "Term"), unless terminated earlier by either party pursuant to this Agreement.

(b) Termination. In the event that Customer wishes to terminate the Agreement earlier than the Subscription Period as set forth in the Quote, Authorized Administrator for the Customer must provide Xello with written notice of its intent to terminate not fewer than ninety (90) days prior to the conclusion of the current Subscription Period (as defined in the Quote). Either party may terminate this Agreement if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after its receipt of notice thereof.

(c) Effect of Termination or Expiration. Upon termination or expiration of this Agreement, Users will have no rights to continue to use the Services and immediately will cease accessing and/or using Services, including by, where applicable, erasing and/or uninstalling all downloaded or copied versions of the Services.

(d) The following will survive any expiration or termination of these Terms or the Quote: Accounts; Fees; Intellectual Property (except as specified therein); Term and Termination; Security and Confidentiality; Warranties, Disclaimers and Release; and Limitation of Liability.

Third Party Services

Certain third-party products or services may be available for you to choose to use within the Services. You are not required to use such additional products in relation to the Services. If you elect to use such third-party services, you should review the terms, policies and practices of the third-party products and services to understand their terms and policies with respect to any personal information, including Student Personal Information, they may collect from Users. We are not responsible for any practices of the third-party services you select and make no assurances that their services will meet your needs.

Privacy Policy

Xello's Privacy Policy explains how we treat and protect personal data in the Services. By using the Services, you agree that we can use such data in accordance with our Privacy Policy. If a conflict exists

WARRANTIES, DISCLAIMERS, AND RELEASE

WE PROVIDE THE SERVICES USING A COMMERCIALLY REASONABLE LEVEL OF SKILL AND CARE. WE HOPE YOU WILL ENJOY USING THE SERVICES. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, WE DO NOT MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THE SERVICES' RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. **WE PROVIDE THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, AND USERS' USE IS AT THEIR SOLE RISK.** XELLO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. XELLO MAKES NO WARRANTY THAT THE SERVICES WILL MEET USERS' REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. SOME JURISDICTIONS DO NOT ALLOW DISCLAIMERS OF VARIOUS WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SO, ONE OR MORE OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, XELLO LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE FULL EXTENT PERMISSIBLE UNDER THOSE LAWS.

LIMITATIONS ON LIABILITY OF XELLO

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL XELLO BE LIABLE TO ANY USER FOR PERSONAL INJURY, PROPERTY DAMAGE, ANY LOST PROFITS, LOST DATA OR INFORMATION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER OR DEVICE FAILURE OR MALFUNCTION, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY USER'S USE OF, OR INABILITY TO USE THE SERVICES, EVEN IF XELLO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF THE SERVICES IS AT USERS' OWN DISCRETION AND RISK, AND USERS WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY DEVICES OR COMPUTER SYSTEMS USED TO ACCESS OR USE THE SERVICES, OR LOSS OF DATA OR INFORMATION RESULTING THEREFROM.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF XELLO, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES.

THE ABOVE LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY CLAIMS FOR ACTUAL DAMAGES RESULTING FROM XELLO'S BREACH OF THIS AGREEMENT CAUSED BY ITS GROSS NEGLIGENCE,

INJURY CAUSED BY NEGLIGENCE (AS SUCH TERM IS DEFINED BY THE UNFAIR CONTRACT TERMS ACT 1977); OR FRAUD; OR MISREPRESENTATION AS TO A FUNDAMENTAL MATTER; OR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER UK LAW.

Changes to The Services

We may, at any time, make changes to the Services, including its "look and feel," features, and Content.

We may also modify these Terms or any additional terms that apply to the Services, for example, to reflect changes to the law or changes to the Services. We will post modifications to these Terms on this page and in the Services. We will provide notice to the Customer and seek its consent to material changes to the Terms. Such material changes will not apply retroactively and will become effective no sooner than 14 days after they are posted and notification is provided. Depending on the changes, if you do not agree to the modified terms for the Services, we may not be able to continue to provide the Services to you and may have to discontinue your use of the Services.

If there is a conflict between these Terms and the additional terms, the additional terms will control for that conflict.

How to Contact Us

If you are located in the United States or Canada and you would would like to contact us, please visit our Contact Page. If you are located outside the United States or Canada and would like to contact us, please visit this Contact Page.

Webinars

Case Studies

Support

Getting Started

Knowledge Base

On-Demand Training

Contact Us

About Us

People

Partners

Customer Advisory Board

Careers

Press Room

Address

1867 Yonge St. Suite 700
Toronto, ON.
M4S 1Y5, Canada

Phone

+1 (800) 965-8541

Fax

+1 (416) 463-0938

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Xello Privacy Policy

Welcome to Xello!

Xello is provided by Xello Inc., located at 1867 Yonge Street, Suite 700, Toronto, Ontario, M5S 1Y5, Canada or CASCAID Ltd, located at Dock, 75 Exploration Drive, Leicester, LE4 5NU, a subsidiary of Xello Inc. (hereinafter "Xello," "we," "our"), as specified in the quote or purchase order ("Order") with the school or educational establishment or other entity who has signed the Order. In the context of this Privacy Policy, if you are in the United Kingdom or European Economic Area, CASCAID acts as a data controller for the information we process and in all other jurisdictions, Xello Inc. is the data controller of the information we process, with the exception of information processed solely pursuant at the instruction of Xello customers, including your institution, business organization, or another controller, in which case Xello Inc. and CASCAID each act as a data processor.

We are committed to protecting your personal information and satisfying all applicable legal requirements, including the Children's Online Privacy Protection Act ("COPPA"), the Personal Information Protection and Electronic Documents Act ("PIPEDA"), the Family Educational Rights and Privacy Act ("FERPA") and the General Data Protection Regulation ("GDPR"), through our compliance with this Privacy Policy. We agree to comply with all applicable laws concerning our collection and use of your personal information. If any translated version of this policy conflicts with the English version, the English version shall prevail.

For purposes of this Privacy Policy and our Terms of Service:

"Student Personal Information" means information that may, alone or in combination with other available information, be reasonably used to identify a current or former Student and shall be referred to as "Student Personal Information." Student Personal Information may include, but is not limited to, FERPA Records.

Capitalized terms that are not defined in this Privacy Policy shall have the meaning set forth in the Terms of Service.

How We Collect Information

We use cookies on our website to provide the best possible user experience. You can change your settings at any time. For full details about how we use cookies view our Privacy Policy.

Ok Privacy Policy Manage Cookies

Schools and Districts may provide the following Student Personal Information:

- Student ID, First Name, Last Name, Gender, Date of Birth, Current Grade, Current School, and Next Year School;
- Student email address, as an optional part of the account creation process
- For Schools and Districts that implement Course Planner information about courses Students have taken, including Course Codes, Course Names, Date Courses Completed or Grade Level Completed, Final Grades, Credits Achieved, and the Term Achieved
- For Schools and Districts that implement e-Transcript services, Student transcript data for submission to colleges and universities.

Schools and Districts may provide information about a Student's parent or guardian, including name and email address, in order to enable Xello to invite such parent or guardian to create an account and review their Students' information in Xello. Schools and Districts may provide Educator name and email address or Educators, when creating their own accounts, will be required to provide an email address as well as first and last name. Educators may submit support requests or User Content.

We may collect the following information from a School or Authorized Administrator to set up and administer a School account:

- Authorized Administrator contact information as well as information about his/her School relevant to purchasing and setting up accounts such as School's name, address, billing address, and number of students.
- Support requests and any other information submitted by a School or Authorized Administrators.

Information Provided by Students

With the Services, Students discover the unique pathway that's right for them using an investigative, discovery-based learning process. As they gain self-knowledge through assessments and reflection, Students can save careers, schools, programs, and experiences to form a vibrant, visual roadmap that's easy to update and share.

Given the purpose of the Services, Students may provide a variety of information including certain Student Personal Information in the Services. Students may provide information such as email address, phone number, mailing address, personal avatar, education goal, favorite clusters, interests, skills, test scores, work experiences, volunteer experiences, high school course plan, future readiness plans, and any other information or User Content that Students choose to provide.

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and your associated identifying contact information.

Automatically Collected Information

When a User uses the Services or a visitor visits the Xello website, we collect information about how such individuals interact with the Services (e.g., the pages viewed, the links clicked, and other actions taken on the Services) and usage of the Services over time. Our servers automatically collect other information about Users or visitors that may include web request, Internet Protocol ("IP") address, browser type, and mobile device information. We may also collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends for the Services. We do not allow any third-party advertising networks to collect information about Users of the Services.

How We Use Information

We use the information we collect, including Student Personal Information and User Content, to help Students create a successful future.

Specifically, we use such information to:

- provide, improve and analyze the Services;
- respond to questions, comments, and requests for information or provide customer support;
- comply with applicable law or legal process.
- detect, investigate and prevent activities that may be a violation of our Terms of Service or law
- administer, troubleshoot and secure the Services;
- as directed by a School or District that has licensed the Services.

We do not sell or rent Student Personal Information or the User Content provided in the Services, including for the purpose of advertising. Nor do we disclose or provide any of the Student Personal Information or User Content provided to third parties for any purpose except as described in this Privacy Policy or directed by a School.

We use and share de-identified and aggregate information for a variety of purposes including improving the design, features, and functionality of the Services, for marketing purposes, for general business purposes, and for administrative purposes.

In addition to the above, we use School or School Authorized Administrator information to send information about features on the Services or changes to our policies and communicate with Schools

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the performance of and maintain and operate the Services. We may also use trusted service providers to host portions of the Services infrastructure, operate various features of the Services, store content, send emails, and store data on our behalf.

We may also disclose personal information in certain special cases, including the following:

- We are required to do so by law or as ordered by a court.
- To detect, investigate and prevent activities that may be a violation of our Terms of Service or law.
- To resolve a technical problem or secure the Services.
- As directed by a School or District that has licensed Xello.

We may also share personal information or User Content in connection with a merger, financing, acquisition, bankruptcy, dissolution, transaction, or proceeding involving sale, transfer, divestiture, or disclosure of all or a portion of our business or assets to another company (or in connection with related due diligence). In these circumstances, we will only share such information with a company that has agreed to data privacy standards no less stringent than our own and after providing advanced notice to you with an opportunity to opt out of our sharing of such information.

Third-Party Services

Certain third-party products or services (such as single sign on for test preparation services) may be available for Schools to choose to integrate within or use within the Services. A School is not required to use such additional products in the Services. Before electing to use such third-party services, Schools should review the terms, policies and practices of the third-party products and services to understand their terms and policies with respect to any personal information, including Student Personal Information, they may collect. We strive to make available third-party services that will be useful to Schools, but we are not responsible for their practices, including with respect to personal information.

How We Protect Information

We are committed to protecting personal information, including Student Personal Information, and User Content submitted to the Services. We have numerous systems in place to help safeguard against security breaches, denial of service attacks, and destruction of data. These measures include physical security and backups, employee restriction to data, and a comprehensive security breach policy.

All traffic transmitted to and from the Services is encrypted using Secure Socket Layers (SSL). We use

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prior to employment.

Your Choices

Information Provided by Schools and Districts

Information provided by Schools and Districts is controlled by such educational institutions. If you have any questions about reviewing, modifying, or deleting the personal information they have provided us, please contact your educational institution directly.

Schools may update account information and modify the Services by signing in to the administrator account or by contacting us.

Information Provided by Students

The Services offer a robust set of tools and features which allow Students to edit or delete Student Personal Information and User Content that they have added.

Students may also request changes or deletions to Student Personal Information and User Content provided by emailing us at privacy@xello.world. We will respond to your request, when permitted by law, within 30 days. Please note, this request may be referred to the School for instruction.

Users can update their individual notification preferences for the Services to control certain service-related messaging. Other service-related messaging (such as password reset communication) cannot be disabled.

Information Provided by Other Visitors

Depending on a visitor's jurisdiction, certain rights with respect to information may be available as further described below. Specifically, you may be able to request that we:

- provide access to and/or a copy of certain information we collect;
- prevent the processing of information for direct-marketing purposes (including any direct marketing processing based on profiling);
- update information which is out of date or incorrect;
- restrict the way that we process and disclose certain information;
- transfer information to a third-party provider of services;

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Data Retention

Following termination or deactivation of a School's account, we will retain User personal information and User Content for a period of 90 days. Should the School decide to renew their contract within this 90-day period, your account and all related information will be restored. At the end of 90 days, or earlier at the request of the School, we will delete or transfer (and direct any subcontractors to delete or transfer) to School with rights in the information: Student Personal Information (including FERPA Records), personal information of Educators, and User Content in our or our subcontractor's possession. Notwithstanding the foregoing, we may retain any such information as required by or to demonstrate compliance with applicable law.

At any time upon termination of an agreement or otherwise at their discretion, School can request we delete all Student Personal Information and User Content. We will follow these instructions within 30 days of receipt.

For other visitors' information, we maintain information as long as necessary to provide the requested Services or as necessary under law.

Legal Basis for Use (e.g., processing) of information

The laws in some jurisdictions require companies to tell you about the legal grounds they rely on to process your information. Our legal bases for processing your information as described in this Privacy Policy are as follows:

- Where use of information is necessary to perform our obligations under a contract (for example, to comply with the terms of service of our Services; and/or our contract to provide our Services);
- Where use of information is necessary for our legitimate interests or the legitimate interests of others (for example, to provide security for our Services; operate our Services; make and receive payments; comply with legal requirements and defend our legal rights; prevent fraud);
- For legal compliance;
- With consent; or
- Other grounds, as required or permitted by law in the specific respective context.

Location of Data Storage and Processing

Please note that data collected in the US, Canada and the UK will remain stored in the country of origin. Data collected from users in other countries will be stored in the country where the application originates.

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Children's Privacy

Students are not allowed to create their own accounts in the Services. Student accounts are created under the direction of School or Educators. Only Educators provided access by the School in the Services have access to that Student's personal information and content.

In the United States, we are required under the Children's Online Privacy Protection Act ("COPPA") to obtain verifiable parental consent in order to collect, use, or disclose personal information from Children under the age of 13. As provided for by COPPA, we rely upon the School to obtain parental consent for the online collection of personal information from Children who are Students of such School.

Changes to Our Privacy Policy

We may modify or update this Privacy Policy from time to time, so you should review this page periodically. If we make a material change to this Privacy Policy with respect to how we collect and use personal information, we will provide at least 30 days' prior written notice School and Users by email to the email address specified in the applicable account. Schools are responsible for ensuring that we have an up-to-date, active, and deliverable email address to provide such notice to School and for periodically visiting this Privacy Policy to check for any changes. Similarly, Schools that license the Services for their Students will be notified by email of material changes to our Privacy Policy at least 30 days prior to any changes.

Whistleblower Policy

Xello is committed to the highest standards of openness and accountability. As a community we have a professional responsibility to speak up and report unethical behaviour. If a Xellion (current or former), contractor, volunteer, or user/customer believes Xello, or a member of staff, has taken action that is of concern towards malpractice or impropriety, all reasonable steps should be taken to communicate concerns through appropriate channels. These concerns could include:

- Financial malpractice or impropriety or fraud
- Failure to comply with a legal obligation or Statutes
- Dangers to Health & Safety or the environment
- Criminal activity
- Improper conduct or unethical behaviour
- Attempts to conceal any of these

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Xello will treat all such disclosures in a confidential and sensitive manner. We will work to keep the identity of the individual making the allegation confidential so long as it does not hinder or frustrate any investigation. However, the investigation process may reveal the source of the information and the individual making the disclosure may need to provide a statement as part of the evidence required. An individual can disclose through the following designated channel: Confidential email submission – cultureteam@xello.world

How to Contact Us

If you have any questions regarding this Privacy Policy, please email us at privacy@xello.world.

We use cookies on our website to provide the best possible user experience. You can change your settings at any time. For full details about how we use cookies view our Privacy Policy.

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AGENDA ITEM NO. 11.19

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval of Matzke Transportation - Building 6 Office Renovation - Change Order 1 Final to the Agreement Between Owner and Creative Contractors, Inc., Reducing the Construction Manager's (CM) Contract in the amount of $7,422.13

Executive Summary
The purpose of the requested action is to approve Change Order 1 Final to the Agreement between Owner and Creative Contractors, Inc., which will reduce the Construction Manager's contract by the amount of $7,422.13. Change Order 1 Final is to reconcile the Contract and deduct the unexpended Unforeseen Conditions Fund in order to close out the project.

The Matzke Transportation - Building 6 Office Renovation Summary Sheet is attached for reference.

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

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

Recommendation
The Superintendent recommends approval of Matzke Transportation - Building 6 Office Renovation - Change Order 1 Final to the agreement between Owner and Creative Contractors, Inc., reducing the Construction Manager's (CM) Contract in the amount of $7,422.13.

Financial Impact
The amount of Change Order 1 Final is a reduction in the amount of $7,422.13. The revised Guaranteed Maximum Price is $93,025.12 and is included in the current total budget of $165,000.00. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Matzke Transportation Bldg #6 Office Reno - Change Order 1 Final
Matzke Transportation Bldg #6 - Office Reno Summary Sheet

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT Matzke TransportationBldg #6 Office Renovation
Project # 3951531145

TO: (Contra Creative Contractors, Inc.
852 62nd Street Circle East, #103
Bradenton, Florida 34205

CHANGE ORDER NUMBER: One (1) Final

CHANGE ORDER DATE: 5/24/2023

ARCHITECT'S PROJECT NO: 21057.01

CONTRACT FOR: General Construction

CONTRACT DATE: February 9, 2021

You are directed to make the following changes in this Contract:

Existing Unforseen Condions Fund amount	($1,834.00)
Return Balance of unused Funds	($5,588.13)

Total of Summary ($7,422.13)

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.....	$	100,447.25
Net Changes by previously authorized Change Orders and/or Amendments.....	$	-
The (Contract Sum)(Guaranteed Maximum Price) prior to the Change Order was.....	$	100,447.25
The (Contract Sum)(Guaranteed Maximum Price) will be (decreased) by this Change Order.....		($7,422.13)
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be.....	$	93,025.12
The Contract time will be (increased)(decreased)(unchanged) by.....		(0) Days
The date of Substantial Completion as of the date of the Change Order is.....		February 15, 2023

Fawley Bryant Architects	Creative Contractors, Inc.	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
5391 Lakewood Ranch Blvd. N. Suite 300 Sarasota, FL 34240	852 62nd St. Circle East Bradenton, FL 34208	1 Matzke Way Bradenton, FL 34208
By:	By:	By:
Date: 6/7/2023	Date: 06/01/2023	Date:

Matzke Building #6 - Transportation Office Renovation

PROJECT DIRECTOR: John R. Williams

ARCHITECT/ENGINEER:	Fawley Bryant Architecture	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	Creative Contractors, Inc.	Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:	ECS Florida, LLC.	Currently on the District's Continuing Contracts List

PROJECT BUDGET: $165,000.00 (09/20/22) Original Project Budget

HISTORY: The Matzke Complex is approximately 27 acres in size. It consists of 16 permanent buildings and approximately 13 relocatable units. The primary occupants of the complex are Support Services personnel associated with Construction, Maintenance, Transportation and Operations.

SCOPE: Convert three offices (6-118, 6-116, and 6-115) into the Bus Dispatch Office with space for four cubicles. Add a transaction window into the new Bus Dispatch Office for bus drivers to interact with the Dispatchers from the Reception Area 6-100. Add wall and door across north Reception Area 6-100 to control access from Reception Area to north corridor. Add wall and door across east Reception Area 6-100 to control access from Reception Area to east corridor. Combine Material Storage 6-101A and Secretarial Space 6-101 to create one room with space for four cubicles to create the new Customer Service Office, add corridor through office 6-114; reduce size of office 6-114. Add a transaction window into the new Customer Service Office from the Reception Area 6-100. The office renovation will require power, data, and telephone for each workstation. Lighting will require rearrangement or LED replacement in affected areas. A/C will require reconfiguring in affected areas. Additionally, a T&B will be required. Fire alarm and fire sprinklers will require reconfiguration in affected areas. Added corridor doors will require mag locks, card readers, and fire alarm connections. New flooring, wall paint and ceiling tiles in affected areas. Provide all other services to complete the project.

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	November 8, 2021	Approved	Currently on the District's Continuing Contracts List
Agreement:	$16,658.00	February 4, 2022	Not Required	Currently on the District's Continuing Contracts List
Phase III Plans	$0.00	November 8, 2022	Approved	Construction Documents
TOTAL	$16,658.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	November 8, 2021	Approved	Currently on the District's Continuing Contracts List
Agreement:	$5,000.00	December 13, 2021	Not Required	Currently on the District's Continuing Contracts List
Agreement:	$100,447.25	November 8, 2022	Approved	Guaranteed Maxiumum Price
Sub Completion.	$0.00	May 9, 2023	Approved	Substantial Completion 2/15/23
Change Order:	(7,422.13)	June 27, 2023	Pending	Change Order 1 - Final
TOTAL	$93,025.12			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 9, 2021	Approved	Currently on the District's Continuing Contracts List
Agreement:	$6,170.00	February 23, 2022	Not Required	Currently on the District's Continuing Contracts List
TOTAL	$6,170.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Asbestos Survey	$1,975.00	March 11, 2022		Currently on the District's Continuing Contracts List
Easements:	$0	Date		
Utility Connections:	$0	Date		
Utility Agreements:	$0	Date		
Interlocal Agrmts:	$0	Date		
TOTAL	$1,975.00			

AGENDA ITEM NO. 11.20

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval of Manatee High School - TV Studio - Substantial Completion, No Financial Impact

Executive Summary
The purpose of the requested action is to acknowledge acceptance of the Manatee High School - TV Studio - Substantial Completion on March 31, 2023.

Substantial Completion is defined as the project being sufficiently completed so that it can be utilized for its intended purpose. Substantial Completion Certification requires Board approval. There is no fiscal impact or additional budget requirement for the Board to acknowledge that the project is Substantially Completed.

Manatee High School - TV Studio 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 Manatee High School - TV Studio - Substantial Completion, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Manatee High School -TV Studio Substantial Completion
MHS TV Studio Summary Sheet

SUBSTANTIAL COMPLETION

Project: Manatee H. S. TV Studio Renovations
Renovations
Location: 902 33rd St. Ct. W, Bradenton, Fl. 33405

Project Number: # 3951520095
Contract Date: 10/25/22

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

AE: Williamson Design Associated
2605 Enterprise Rd. E. Suite 310
Clearwater, Fl. 33759

CM: Creative Contractors, Inc.
101 Creative Way
Clearwater, Fl. 33759

Date of Issuance: 3/31/23

Project or Designated Portion shall include:

The renovation of the Manatee High School TV Studio contract documents dated 11/8/22.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as:

Friday, March 31, 2023

which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below:

N/A

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Williamson Design Associates, Inc. — BY — 4.6.23
ARCHITECTURAL FIRM — BY — DATE

The Contractor will complete or correct the Work on the list of items attached hereto within (7) days from the above date of Substantial Completion.

Creative Contractors, Inc. — BY Jerry Siminski, CCO — 4.5.23
CONTRACTOR — BY — DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 5:00pm on 3/31/23.

SCHOOL BOARD OF MANATEE COUNTY — BY — DATE
OWNER — BY — DATE

Manatee High School TV Studio Remodel

PROJECT DIRECTOR: Darrell Phillips

ARCHITECT/ENGINEER: Williamson Dacar & Associates, Inc. Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER: Creative Contractors, Inc. Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:

PROJECT BUDGET: $269,000.00 (09/20/22) Revised Total Project Budg
$200,000.00 (10/05/21) Original Project Budget

HISTORY: Manatee High School was reconstructed beginning in 1997. The school contains 2753 student stations and is located on a site of approximately 32 acres. The CCTV Studio 618 was built in 1997, and requires renovation.

SCOPE: The project will include, but is not limited to, the renovation of the existing Manatee High School CCTV Studio 618, and Studio Control Booth in Building #6. The work includes removing the existing Control Booth and constructing a new Control Booth, moving Studio Lighting Switches to the new Control Booth location, removing existing deteriorated wall panels, repairing and painting walls, and recircuiting electrical outlets.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: Yes

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0.00	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$22,235.00	August 17, 2021	Not Required	Currently on the District's Continuing Contracts List
TOTAL	$22,235.00			

CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0.00	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$224,160.00	October 25, 2022	Approved	Guaranteed Maxiumum Amount
Substantial Completion:	$0.00	June 27, 2023	Pending	Substantial Completion
TOTAL	$224,160.00			

BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$3,605.00	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
TOTAL	$3,605.00			

OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Easements:	$0	Date		
Utility Connections:	$0	Date		
Utility Agreements:	$0	Date		
Interlocal Agrmts:	$0	Date		
TOTAL	$0.00			

AGENDA ITEM NO. 11.21

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval of Haile Middle School - Classroom Addition and Renovation - Agreement Between Owner and Halfacre Construction Company - Amendment 2 in the Amount of $837,538.00

Executive Summary
The purpose of the requested action is to approve Amendment 2 to the Pre-Construction Agreement between Owner and Halfacre Construction Company per the proposal dated 06/02/2023. Amendment 2 authorizes the purchase of the early release package for twenty air handling units (AHU) and associated variable air volume boxes. The early release package is required for the timely delivery of AHUs due to long-lead times and supply chain disruptions.

Haile Middle School Classroom Addition and Renovation Summary Sheet is attached for reference.

This project does not require an Educational Plant Survey.

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

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

Recommendation
The Superintendent recommends approval of Haile Middle School - Classroom Addition and Renovation - Agreement between Owner and Halfacre Construction Company - Amendment 2 in the amount of $837,538.00.

Financial Impact
The amount of Amendment 2 is $837,538.00. The revised Pre-Construction Service fee is $3,481,627.00 and is included in the total project budget of $43,704,357.67. 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:
Haile Middle School Classroom Addition and Building Renovation Summary Sheet
HAM Classroom Add and Reno CM Amend 2 to Pre-Con Agmt

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: $ 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 (10) ten 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/security, replace life safety systems including fire alarm, kitchen reconfiguration with partial equipment replacement, site improvements to include canopies, concrete walks and associated drainage, and deep energy retrofit.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: This project does not require an Educational Plant Survey.

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 - Haile Middle

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	Pending	Early Procurement Materials
TOTAL	$ 3,481,627.00			

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

AMENDMENT TO THE AGREEMENT BETWEEN OWNER & CONSTRUCTION MANAGER

Amendment #: 2 **Amendment Date:** _____

This form is to be used for any revision to the established Pre-Construction Agreement ~~Guaranteed Maximum Price.~~

Project Name: Haile Middle School Classroom Addition and Renovation
Construction Manager: Halfacre Construction Company
Construction Manager Address: 7015 Professional Parkway, Sarasota, FL 34240

The work is as follows: early release package for (20) twenty air handling units and associated variable air volume boxes.

This amendment is to be attached to and become a part of the subject agreement and in no other way alters terms and conditions thereof.

Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) By: _____

Date of Substantial Completion including this amendment: TBD

Amount of Amendment: $ 837,538.00
Previous Amount of Pre-Construction Agreement ~~GMP~~: $ 2,644,089.00
New Total Amount of Pre-Construction Agreement ~~GMP~~: $ 3,481,627.00

CONSTRUCTION MANAGER:

By: Halfacre Construction Company By: _____

Name/Title: Wm. Dean Crowley Sr. PM Name/Title: Greg Witt, Corporate Vice President

As Witnessed: _____

Halfacre Construction Company
(Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

William Horton
William Horton (Jun 12, 2023 12:47 EDT) _____, Director

Doug Wagner _____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

PROJECT: HAILE MS Renovation & Addition

PACKAGE #: AHUs - 60% CDs

BID DATE: 06/02/23

BID TAKER: Dean

HALFACRE CONSTRUCTION Co

SUBCONTRACTOR BID ANALYZATION SHEET

☒ ☑

TRADE: *SECTION: See Below*		*HCC Estimate --- Exposure/ Hold*	*Trane*	*Slade Ross*	*Carroll Air*			
			Trane	York	Daikin			
Base Proposal			$729,865	$1,042,620	$728,239			
Supervise Breakdown & Reassemble			⊘	$32,000				
5 Year Warranty			✓	✓	✓			
VAVs (99)			✓	⊘	✓			
VFD (2)			✓	⊘	✓			
Dudctless Mini Splits (3)			⊘	⊘	✓			
Lead Times	AHUs		34w	30-36w	45w			
	VAV		10w		6w			
	VFD		28w					
ST			$729,865	$1,074,620	$728,239			
Furnish								
Installation								
Plans & Specs								
Certified MBE								
ADDENDA								
Sales Tax		6% + $50	$43,842	$64,527	$43,744			
Performance & Payment Bond	☒			See Below				
SCOPE ADJUSTMENTS								
BASE BID			$773,707	$1,139,147	$771,983			
SCOPED TOTAL								
Halfacre GL Insurance		0.25%	$1,934	$2,848	$1,930			
Halfacre P&P Bond		1.5%	$11,606	$17,087	$11,580			
Halfacre CM Fee		6.5%	$50,291	$74,045	$50,179			
Total Amendment Value			$837,538	$1,233,127	$835,672			

60% Construction Docs Proposal

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

Prepared For:
Manatee County Schools

Date: May 31, 2023

Proposal Number: H5-234385-9537-1

Job Name:
MCSB - Haile Middle School

Engineer:
Long and Associates

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Tag Data - Performance Climate Changer (CSAA) (Qty: 20)

Tag(s)	Qty	Description	Model Number
AHU-1	1	Performance Climate Changer (CSAA)	CSAA017UA
AHU-2	1	Performance Climate Changer (CSAA)	CSAA017UA
AHU-3-1	1	Performance Climate Changer (CSAA)	CSAA021UA
AHU-3-2	1	Performance Climate Changer (CSAA)	CSAA006UA
AHU-3-3	1	Performance Climate Changer (CSAA)	CSAA012UA
AHU-3-4	1	Performance Climate Changer (CSAA)	CSAA006UA
AHU-3-5	1	Performance Climate Changer (CSAA)	CSAA025UA
AHU-4-1	1	Performance Climate Changer (CSAA)	CSAA012UA
AHU-4-2	1	Performance Climate Changer (CSAA)	CSAA010UA
AHU-4-3	1	Performance Climate Changer (CSAA)	CSAA012UA
AHU-4-4	1	Performance Climate Changer (CSAA)	CSAA012UA
AHU-5-1	1	Performance Climate Changer (CSAA)	CSAA021UA
AHU-5-2	1	Performance Climate Changer (CSAA)	CSAA010UA
AHU-5-3	1	Performance Climate Changer (CSAA)	CSAA012UA
AHU-6-1	1	Performance Climate Changer (CSAA)	CSAA021UA
AHU-6-2	1	Performance Climate Changer (CSAA)	CSAA017UA
AHU-6-3	1	Performance Climate Changer (CSAA)	CSAA006UA
AHU-6-4	1	Performance Climate Changer (CSAA)	CSAA010UA
AHU-6-5	1	Performance Climate Changer (CSAA)	CSAA010UA
AHU-8	1	Performance Climate Changer (CSAA)	CSAA030UA

2 Inch Double Wall Foam Insulated Cabinet – No Through Metal
6 inch Integral Base rail
Test Pressure port per access door
ASHRAE 111 Class 6 Leakage
Variable Frequency Drive with Bypass – VFD Startup and 3 Year Warranty (Fld)
Unit Sound – AHRI 260 – Meets or exceeds scheduled
Single Point Power - Motor Overload Panel Where Multiple Fans
Marine Service Light with switch – Where available on units
5 Year Parts Warranty

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Unit level options
- Indoor unit
- Split Dehumidification Unit
- UL listed unit

Warranty
- Standard warranty only

Filter section (Return air and Outside Air Paths)
- Door- right side
- 2in/4in. filter frame – MERV 8 pre-filter, 4" MERV 14 – 2 Sets
- Filter Gauge per filter bank

Chilled Water Coil section (Return Air and Outside Air Path)
- Horizontal coil
- Stainless Steel Drain Pan and Stainless Steel Coil Casing

Mixing section (RA and OA Mixing Section)
- Stainless Steel Drainpan
- Extended medium
- Door- right side

Hot Water Coil section (Where Specified)
- Horizontal coil
- Stainless Steel Coil Casing

Supply Fan section
- Outward swing
- NEMA premium compliant ODP
- Voltage 460/3 (Except AHU-208/3/60)
- NEMA motor hps only
- Direct Drive Plenum Fan
- Motor Wiring in Conduit
- Inverter balance with shaft grounding
- Spring Isolators for Fans

NOT included: Coil Coatings, Float Switch, Secondary Drain Pan, controls or control interlock wiring, external, vibration isolators, smoke detectors/firestats, labor warranties, Some units can't have Service lights

Tag Data - Variable Air Volume Single Duct Terminal Units (Qty: 99)

Tag(s)	Qty	Description	Model Number
VAVX-XX	99	Variable Air Volume Single Duct Terminal	VCWFXX

- Single duct with hot water heat
- Foil Face Insulation
- Hot Water Coil
- Factory installed actuator and controller
- Left hand &/or same side connection (control &/or hot water coil)
- Duct temperature sensor -factory mounted
- Disconnect switch

Not Included: Extended Warranty, Start Up

Tag Data – Pump VFDs (Qty: 2)
- 40 HP VFD with bypass
- 460/3/60
- Factory Start Up
- Three year parts and labor warranty

Not Included: Extended Warranties, dv/dt filters, harmonic analysis, additional filters

Equipment - Total Net Price *(Excluding Sales Tax)* ..... $ 729,865.00

Sincerely,

Keenan Sanz
Trane U.S. Inc.
902 N. Himes Avenue
Tampa, FL 33609
Office Phone: (813) 877-8251

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (U.S.), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to your acceptance of the attached Trane terms and conditions.

AGENDA ITEM NO. 11.22

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval of Manatee High School - TV Studio - Change Order 1 Final to the Agreement Between Owner and Creative Contractors, Inc., Reducing the Construction Manager's (CM) Contract in the amount of $27,210.37

Executive Summary
The purpose of the requested action is to approve Change Order 1 Final to the Agreement between Owner and Creative Contractors, Inc., which will reduce the Construction Manager's contract by the amount of $27,210.37. Change Order 1 Final is to reconcile the Contract and deduct the unexpended Unforeseen Conditions Fund in order to close out the project.

The Manatee High School - TV Studio 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 Manatee High School - TV Studio - Change Order 1 Final to the agreement between Owner and Creative Contractors, Inc., Reducing the Construction Manager's (CM) Contract in the amount of $27,210.37.

Financial Impact
The amount of Change Order 1 Final is a reduction in the amount of $27,210.37. The revised Guaranteed Maximum Price is $196,949.63, and is included in the current total budget of $269,000.00. Project funded by Capital Funds.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Manatee High School - TV Studio -Change Order #1 - Final
Manatee High School - TV Studio Summary Sheet

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Manatee HS TV Studio Renovation
Project # 3951520095

TO: (Contractor): Creative Contractors, Inc.
852 62nd Street Circle East, #103
Bradenton, Florida 34205

CHANGE ORDER NUMBER: One (1) Final

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: 2102-02

CONTRACT FOR: General Construction

CONTRACT DATE: February 9, 2021

You are directed to make the following changes in this Contract:

Existing Unforseen Conditions Fund amount	($273.50)
Return Balance of Unused Funds	($26,936.87)

Total of Summary	(27,210.37)

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.....	$	224,160.00
Net Changes by previously authorized Change Orders and/or Amendments.....	$	-
The (~~Contract Sum~~)(Guaranteed Maximum Price) prior to the Change Order was.....	$	224,160.00
The (~~Contract Sum~~)(Guaranteed Maximum Price) will be (decreased) by this Change Order.....		($27,210.37)
The new (~~Contract Sum~~)(Guaranteed Maximum Price) including this Change Order will be.....	$	196,949.63
The Contract time will be (~~Increased~~)(~~decreased~~)(unchanged) by.....		(0) Days
The date of Substantial Completion as of the date of the Change Order is.....		March 31, 2023

Williamson Design Associates	Creative Contractors, Inc.	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
15500 Lightwave Dr. Suite #106	852 62nd St. Circle East	1 Matzke Way
Clearwater, Fl. 33760	Bradenton, FL 34208	Bradenton, FL 34208
By:	By:	By:
Date: 6/6/2023	Date: 06/06/2023	Date:

Manatee High School TV Studio Remodel

PROJECT DIRECTOR: Darrell Phillips

ARCHITECT/ENGINEER: Williamson Dacar & Associates, Inc. Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER: Creative Contractors, Inc. Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:

PROJECT BUDGET: $269,000.00 (09/20/22) Revised Total Project Budg
$200,000.00 (10/05/21) Original Project Budget

HISTORY: Manatee High School was reconstructed beginning in 1997. The school contains 2753 student stations and is located on a site of approximately 32 acres. The CCTV Studio 618 was built in 1997, and requires renovation.

SCOPE: The project will include, but is not limited to, the renovation of the existing Manatee High School CCTV Studio 618, and Studio Control Booth in Building #6. The work includes removing the existing Control Booth and constructing a new Control Booth, moving Studio Lighting Switches to the new Control Booth location, removing existing deteriorated wall panels, repairing and painting walls, and recircuiting electrical outlets.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: Yes

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0.00	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$22,235.00	August 17, 2021	Not Required	Currently on the District's Continuing Contracts List
TOTAL	$22,235.00			

CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0.00	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$224,160.00	October 25, 2022	Approved	Guaranteed Maxiumum Amount
Substantial Completion:	$0.00	June 27, 2023	Pending	Substantial Completion
Change Order 1:	($27,210.37)	June 27, 2023	Pending	Change Order 1 Final
TOTAL	$196,949.63			

BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$3,605.00	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
TOTAL	$3,605.00			

OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Easements:	$0	Date		
Utility Connections:	$0	Date		
Utility Agreements:	$0	Date		
Interlocal Agrmts:	$0	Date		
TOTAL	$0.00			

AGENDA ITEM NO. 11.23

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval of Carlos E. Haile Middle School – Permanent Utility Easement 10', No Financial Impact

Executive Summary
Carlos E. Haile Middle School is located at 9501 State Road 64 East, Bradenton. A renovation and classroom building expansion project is planned at the school. Florida Power and Light (FPL) is the electric service provider in this area, and they require an easement for providing electric service for the school renovation and expansion project.

This 10' wide utility easement is being provided to the benefit of FPL for Carlos E. Haile Middle School. This easement will allow FPL to access the site to install and maintain underground power lines at their convenience. There are no improvements other than asphalt and landscaping currently in the area of the easement and none are contemplated in the future.

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 Carlos E. Haile Middle School – Permanent Utility Easement 10', no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
FPL Easement & Exhibit A revised

Work Request No. 12041087

Sec.30, Twp 34 S, Rge 19

E Parcel I.D.566800504

(Maintained by County Appraiser)

UNDERGROUND EASEMENT (BUSINESS)

This Instrument Prepared By

Name: Eri Vishka
Co. Name: Florida Power & Light
Address: 1253 12th Ave E
Palmetto, FL 34221

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" ("Easement Area")

Together with the right to permit FPL to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with electric service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 2023.

Signed, sealed and delivered in the presence of:

_____
(Witness' Signature)

Print Name: _____
(Witness)

_____
(Witness' Signature)

Print Name: _____
(Witness)

Grantor:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate

By: _____

Print Name: Chad Choate III, Chairman

Print Address: 215 Manatee Avenue W.
Bradenton, Florida 34205

ATTEST:

_____
Cynthia Saunders, Superintendent

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

_____
Stephen R. Dye, Esq.
School Board Attorney

STATE OF FLORIDA AND COUNTY OF MANATEE. The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] on-line notarization, this _____ day of _____, 2023, by Chad Choate III, the Chairman of the School Board of Manatee County, a public body corporate, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.

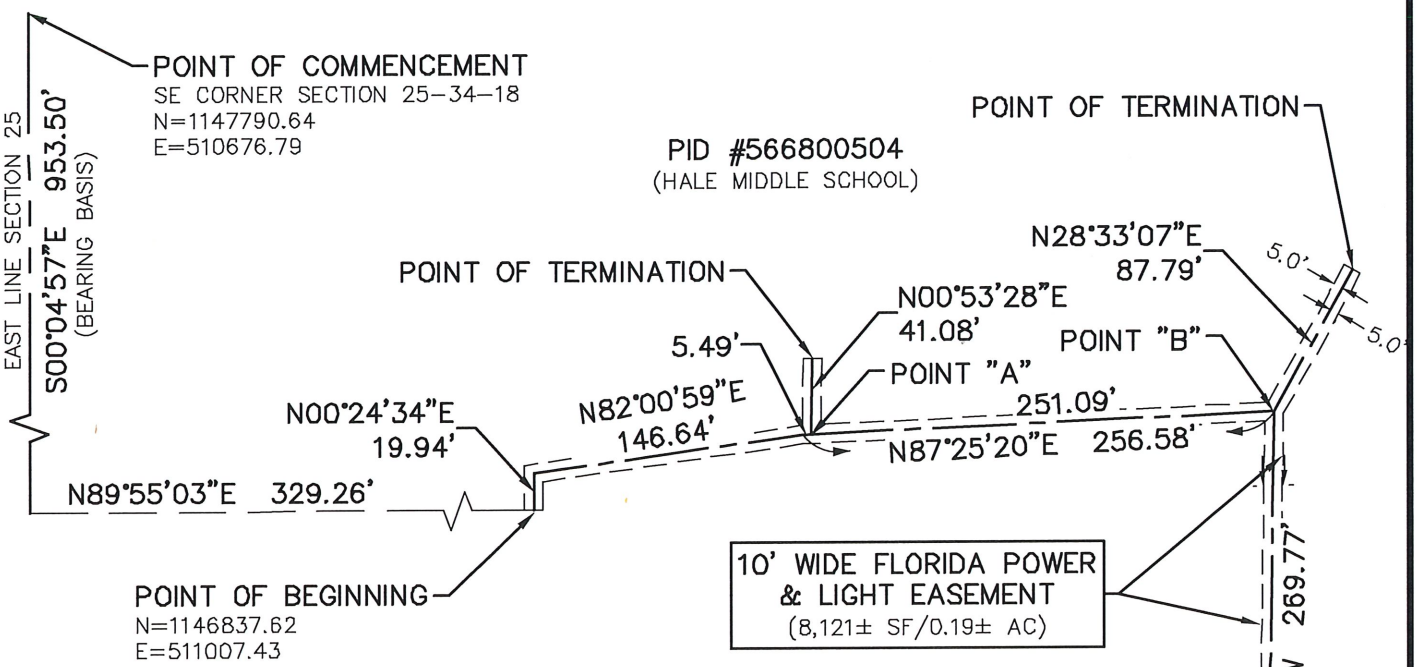
(Type of Identification)

My Commission Expires:

_____
Notary Public, Signature

Print Name _____

EXHIBIT A



NOTES

1. THIS SKETCH IS NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN ARE ASSUMED, A BEARING OF S00°04'57"E WAS USED ALONG THE EAST LINE OF SECTION 25, TOWNSHIP 34 SOUTH, RANGE 18 EAST.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR & MAPPER.
4. THIS LEGAL DESCRIPTION AND SKETCH IS CERTIFIED TO MANATEE COUNTY.
5. COORDINATES SHOWN ARE STATE PLANE COORDINATES, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 83/2011, AND WERE TAKEN FROM A BOUNDARY SURVEY BY GEORGE F. YOUNG, INC., JOB #22Y00702LS, DATED 01/11/23.

LEGEND

PID—PROPERTY IDENTIFICATION
#—NUMBER
SF—SQUARE FEET
AC—ACRES
N—NORTHING
E—EASTING

DESCRIPTION

A (10' WIDE) FLORIDA POWER & LIGHT EASEMENT LYING AND BEING IN SECTION 25, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, WHOSE CENTERLINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE S00°04'57"E ALONG SAID EAST LINE OF SECTION 25, 953.50 FEET; THENCE LEAVING SAID EAST LINE N89°55'03"E, 329.26 FEET TO THE POINT OF BEGINNING AND LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OF SAID EASEMENT; THENCE N00°24'34"E, 19.94 FEET THENCE N82°00'59"E, 146.64 FEET; THENCE N87°25'20"E, 5.49 FEET TO POINT "A"; THENCE N00°53'28"E, 41.08 FEET TO A POINT OF TERMINATION; THENCE RETURNING TO POINT "A" AND ALONG SAID CENTERLINE, CONTINUE N87°25'20"E, 251.09 FEET TO POINT "B"; THENCE N28°33'07"E, 87.79 FEET TO A POINT OF TERMINATION; THENCE RETURNING TO POINT "B" AND ALONG SAID CENTERLINE S00°53'28"W, 269.77 FEET TO ITS POINT OF TERMINATION, CONTAINING 8,121 SQUARE FEET OR 0.19 ACRES, MORE OR LESS.

PREPARED FOR:
HALFACRE CONSTRUCTION COMPANY
7015 PROFESSIONAL PARKWAY
SARASOTA, FLORIDA 34240

FLORIDA POWER & LIGHT EASEMENT
SKETCH & DESCRIPTION
SECTION 25, TOWNSHIP 34 S., RANGE 18 E.

REVISED	BY	DATE	DESCRIPTION

	INITIALS	DATE
CREW CHIEF		
DRAWN	PVR	5/16/23
CHECKED	SAC	5/16/23
FIELD BOOK		
FIELD DATE		

Shane A Christy
SHANE A CHRISTY, PSM LS 7100
DATE
Digitally signed by Shane A Christy
Date: 2023.06.06 13:42:50 -04'00'

George F. Young, Inc.
Since 1919
10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913
PHONE (941) 747-2981 FAX (941) 747-7234
BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM
CIVIL & TRANSPORTATION ENGINEERING | ECOLOGY | GIS | LANDSCAPE ARCHITECTURE
PLANNING | SURVEYING | SUBSURFACE UTILITY ENGINEERING
GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA

JOB NO. 22017001LS
SHEET NO. S1 OF S1

PLOTTED: 6/6/2023 11:39 AM LOGIN: Roach, Patrick FILE: I:\PROJECT\SUR\2022\22017001LS\DWG\22017001LSsk-FPL.dwg

AGENDA ITEM NO. 11.24

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval of Southeast High School - New Science Building - Change Order 4 - Agreement Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, Reduction in the Amount of $258,827.87

Executive Summary
The purpose of this requested action is to approve Change Order 4 to the Agreement between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, which will reduce the Guaranteed Maximum Price (GMP) for materials purchased under the Direct Materials Purchase Program to save sales tax.

Southeast High School - New Science Building Summary Sheet is attached for reference.

This project requires an Educational Plant Survey.

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

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

Recommendation
The Superintendent recommends approval of Southeast High School - New Science Building - Change Order 4 - Agreement Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, reduction in the amount of $258,827.87.

Financial Impact
The amount of Change Order 4 is ($258,827.87). The revised Guaranteed Maximum Price is $11,748,956.40 and is included in the total project budget of $16,743,311.90. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Change Order 4 - Southeast High School Science Building
SHS New Science Bldg - Project Summary Sheet

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: 4

CHANGE ORDER DATE: 6/2/2023

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:

DMP Materials - Visual Display Surfaces - FL Chalkboard	PO00094134	$	(20,890.00)
DMP Materials - Stucco - L&W Supply	PO00093938	$	(25,350.00)
DMP Materials - HVAC - CAM	PO00093940	$	(21,510.00)
DMP Materials - Acoustical Ceilings - L&W Supply	PO00093935	$	(55,330.92)
DMP Materials - Drywall - Gator Gypsum	PO00094660	$	(69,999.22)
DMP Materials - Plubming - Ferguson	PO00094462	$	(53,292.16)
DMP Materials - Fire Sprinkler - Ameripipe	PO00096759	$	(12,455.57)
Total of Summary		$	(258,827.87)

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.....	$	(1,238,253.22)
The Guaranteed Maximum Price prior to the Change Order was.....	$	12,007,814.27
The Guaranteed Maximum Price will be decreased by this Change Order.....	$	(258,827.87)
The new Guaranteed Maximum Price including this Change Order will be.....	$	11,748,986.40
The Contract time will be unchanged by.....		(0) Days
The date of Substantial Completion as of the date of the Change Order is.....		November 10, 2023

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 M Hendershot	By: Jodi Dressig	By:
Date: 06.14.2023	Date: Jodi Dressig 2023.06.02 15:46:18-04'00'	Date:

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
$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	Pending	Deduct Direct Material Purchases
TOTAL	11,748,986.40			

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			

AGENDA ITEM NO. 11.25

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Memorandum of Understanding (MOU) between United Way Suncoast, Inc. and the School District of Manatee County for the purpose to provide funds to be applied to salary cost of eight (8) Paraprofessionals for the 2023-2024 School Year, No Financial Impact

Executive Summary
The Memorandum of Understanding (MOU) between United Way Suncoast, Inc. and the School District of Manatee County is to provide funds to be applied to the salary cost of eight (8) Paraprofessionals in the School District of Manatee County, to support the United Way Suncoast, Inc. Big Ten Plan cohort children (bilingual/biliterate strongly preferred). The funds will provide additional assistance and support to boost literacy gains of our Big Ten cohort children attending the first grade at Palm View, Samoset, Oneco, Daughtrey, Rogers Garden, Manatee, Palmetto and Tillman Elementary Schools. The United Way intends to invest $264,400.00 for the period commencing July 1, 2023, and ending June 30, 2024, which the School District of Manatee County will receive and distribute, as salary, to the hiring of one (1) paraprofessional at each of the following eight (8) Manatee County Elementary Schools. 1. Samoset Elementary 2. Palm View Elementary 3. Oneco Elementary 4. Daughtrey Elementary 5. Rogers Garden Elementary 6. Manatee Elementary 7. Palmetto Elementary 8. Tillman Elementary.

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

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

Recommendation
The Superintendent recommends approval of the Memorandum of Understanding (MOU) between United Way Suncoast, Inc. and the School District of Manatee County for the purpose to provide funds to be applied to salary cost of eight (8) paraprofessionals for the 2023-2024 School Year, No Financial Impact.

Financial Impact
There is no financial impact.

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

Attachments:
MOU Between SDMC and United Way Suncoast, Inc. (Paraprofessional Salary)

MEMORANDUM OF UNDERSTANDING

between

United Way Suncoast, Inc.

And

School District of Manatee County

United Way Suncoast, Inc. ("UWS") and School District of Manatee County ("Partner") enter into this Memorandum of Understanding (the "Agreement") for the purpose to provide funds to be applied to salary cost of eight Paraprofessionals to support our Big Plan cohort children, bilingual/biliterate strongly preferred.

Purpose: The funds will provide additional assistance and support to boost literacy gains of our Big 10 cohort children in 1st grade at Palm View, Samoset, Oneco, Daughtrey, Rogers Garden, Manatee, Palmetto and Tillman Elementary Schools.

Contract Date: July 1, 2023 – June 30, 2024

Funding Agreement: UWS reserves the right to amend or terminate this Agreement if performance expectations by the Agency are not met or if any other significant concerns related to the Partner's accountability emerge.

Contract Amount: United Way intends to invest $264,400 for the period commencing July 1, 2023, and ending June 30, 2024.

Payment Dates: Payment of funds shall be made on a quarterly basis, beginning July 2023, with final payment in January 2024, via Electronic Funds Transfer (EFT).

Payment Type: The Partner's bank information must be submitted, via secure email, to accountspayable@uwsuncoast.org .

The Parties Agree to the following:

Recipient Organization Criteria: Partner will hire eight Paraprofessionals as outlined below:

- 1 at Samoset Elementary
- 1 at Palm View Elementary
- 1 at Oneco Elementary
- 1 at Daughtrey Elementary
- 1 at Rogers Garden Elementary
- 1 at Manatee Elementary
- 1 at Palmetto Elementary
- 1 at Tillman Elementary

Paraprofessionals will support The Big Plan cohort, of at least 20 identified 1st grade children, per school, in the 2023/2024 school year. Paraprofessionals will ensure consistent contact with families for the duration of this MOU. Paraprofessionals will contact UWS team with any needed resources/referrals for cohort children/families.

Funding Use: Funding will be applied to the salary cost of eight Paraprofessionals throughout the 2023/2024 school year.

Reporting Requirements: Partner will be required to report back to UWS. Partner agrees to the following:

To provide data collection and individual data with unidentifiable student information, for student groups of 10 or more, and the management processes needed to ensure that continuous progress is made in areas that are supported by the provider. This includes:

- Improved progress toward grade level proficiency, including STAR Renaissance data 3 times/year (Progress Monitoring 1, 2, and 3, overall relative placement)
- Absences
- Demographic data – Male/Female, ELL/ESOL, Race, Ethnicity

Use of Data: The data to be collected and analyzed, and then shared with UWS to be used to:

- Evaluate progress of the initiatives and programs
- Share progress with community
- Inform next steps

Timeline for data dissemination: Three times per year: September/October, February/March and June for STAR Renaissance data. Data will be submitted three times per year, as outlined above, directly to Andrea Doggett adoggett@uwsuncoast.org.

Marketing and social media: UWS will provide partner with a partner press release and social media package, which will include a draft press release with draft content about the agency which can be edited, as well as content related UWS, including a quote from Chief Impact Officer of UWS, both of which should not be edited.

Necessary changes to the content related to the funded partner should be added to standard organization boiler plate at the bottom of the press release where indicated and distributed to partner's media contacts.

UWS will provide suggested social media posts, including sample verbiage, which can be edited, as well as hashtags specific to UWS that should be included alongside an image with social media posts. UWS will distribute a corresponding press release and social media posts to our media outlets and social media channels announcing the funding to your agency.

Agency Changes: Partner agrees to notify UWS immediately, in writing, should there be changes in staffing or programming that impacts the services provided by Partner.

Indemnity: To the extent permitted by law, the Partner agrees to fully indemnify, protect, defend, and hold harmless UWS for any actions taken by Partner, any and all liabilities of Partner, any and all claims, penalties, expenses and/or judgments against Partner related to this Agreement. Partner agrees to pay for all legal fees and costs of UWS for any action or suit, filed or unfiled, related to this Agreement.

Insurance Requirement: As a condition of funding, UWS requires Partner to have general liability insurance in the amount of $1,000,000. Partner will list UWS as "additional insured on a primary and non-contributory basis" on their general liability policy. Partner shall provide a copy of Partner's policy to UWS before receiving any funding. The insurance policy must remain in effect for so long as Partner disburses funding pursuant to this Agreement.

Dispute Resolution: Should a dispute arise regarding this Agreement, the parties agree that any action taken shall be filed in the Thirteenth Judicial Circuit in Hillsborough County, Florida.

Choice of Law: The parties agree that this Agreement is subject to the laws of the state of Florida.

Termination of Agreement and Consent of Judgment: Should UWS, in its sole discretion, terminate this Agreement, a full and complete accounting of all funds received from UWS and allocated by Partner shall be due to UWS within three (3) days of notice of the termination of this Agreement. Partner shall be responsible for the return to UWS of any and all funds allocated outside of the scope of the Funding Use section of this Agreement, as well as any unallocated funds. The return of these funds to UWS by Partner shall occur within five (5) days after UWS sends to Partner a demand for the

return of funds. Should these funds not be returned to UWS by Partner within five (5) days, Partner hereby agrees to a Consent of Judgment against Partner and in favor of UWS. Partner shall be responsible for all legal fees and costs relating to the filing, litigating, and collecting of such Judgment.

Signature: The signatures below signify understanding and agreement to the contents and terms of this Agreement. This Agreement must be signed by Partner's CEO, President or Executive Director and returned to the UWS Program Administrator. One fully executed copy will be kept by UWS and one copy will be retained by the recipient organization.

CONTRACTOR E-VERIFY NUMBER: 1685029

_____	Bronwyn Beightol
Name (please print)	Name (please print)
_____	United Way Suncoast
Organization	Organization
_____	Chief Impact Officer
Title	Title
_____	DocuSigned by: Bronwyn Beightol 6725A85E319D466...
Signature	Signature
_____	DS BB _____
Date	Date

AGENDA ITEM NO. 11.26

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Use of the School Board of Pinellas County Bid on Radios, Repeaters, Accessories and Services, SDMC No. 24-0055-MR, Continued Procurement with Vendor, Estimated in the Amount of $75,000.00

Executive Summary
Pinellas County School Board issued a bid for radios, repeaters, accessories, and services, #233-725-134. The District purchases handheld two-way radios, repeaters, and services to support safety and communication in various departments and at all schools. Throughout the year, schools and departments purchase two-way radios to support additional staff or replace outdated or malfunctioning units. Various parts and services are also purchased to repair malfunctioning radios. The Maintenance Department ensures that the repeaters and associated repeater components are serviced and operational for the continued function of the two-way radios. The two-way radios are used to communicate throughout the day, at dismissal time, and in the case of phone issues or emergencies on campus. This scope does not include P25 radios.

The requested contract is for the period of June 28, 2023, through April 10, 2024. This bid is for a period of one year with the option to renew for two additional 1-year periods. Expenditures for the new contract period are expected to be in line with current year spend.

Vendors agreed to extend the pricing to the School District Manatee County under the same terms and conditions as the Pinellas County School Board bid. Copies of the proposal specifications and pricing are on file in the purchasing department.

Historical expenditures are as follows:

- Fiscal Year to Date 2022-2023: $49,941.50
- Fiscal Year 2021-2022: $38,240.00
- Fiscal Year 2019-2021: $139,453.00

Subsection 6A-1.012(6) F.A.C. (5) allows school boards to purchase from existing bids of other public entities upon agreement by the awarded vendor(s).

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow.
The Pinellas County School Board awarded their bid to Tell Communication Inc, Myakka City, FL, Florida Document No. P08000088315.

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

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

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

Recommendation

The Superintendent recommends approval of the use of the School Board of Pinellas County bid on radios, repeaters, accessories and services, SDMC No. 24-0055-MR, continued procurement with vendor, estimated in the amount of $75,000.00.

Financial Impact

The funding source for this annually estimated expenditure is Capital Funds and School/Department funds and is included in the Maintenance, Operations, and Central Distribution Warehouse Department/School Site proposed budget for 2023-2024.

Contact

Submitting Departments: Maintenance, Operations & Central Distribution and Purchasing
Initiated By: Todd Henson and Ruth Gruett

Attachments:

23-725-134 Radios Pinellas SB Bid
PURCHASING AGENDA ITEM-tabulation
Participating agreement with JLA CFR 200 4-22-2021 NEW

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN

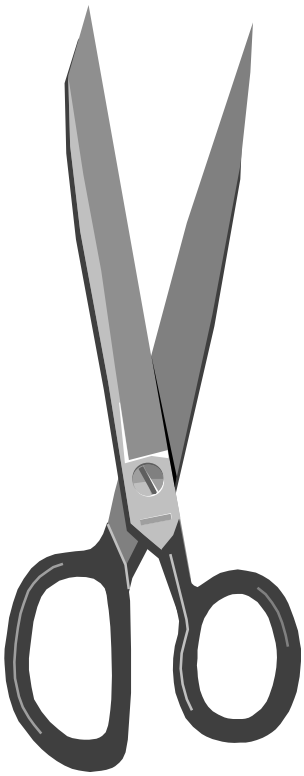
SEALED BID NO.: **23-725-134**

BID TITLE: **Radios, Repeaters, Accessories, & Services**

DUE DATE/TIME: **February 23, 2023 @ 3:00 PM E.T.**

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
School Board of Pinellas County
301 Fourth Street S.W.
Largo, FL 33770-3536



Please Note:

Pinellas County Schools has partnered with Public Purchase which provides government agencies and their suppliers with a comprehensive and easy to use web-based eProcurement system. Registered suppliers receive automatic notification and transmittal of bid solicitations. Please visit www.publicpurchase.com to login and obtain any and all bidding documents

Once you have opened and viewed the bid document from the Public Purchase website you will automatically receive an e-mail notifying you when an addendum has been issued. However, if you obtain our bidding documents from any other source, we cannot guarantee that you will automatically receive subsequent notifications of addendums by email. In order to assure that you are automatically notified, you must visit the above website and open and view the bid document. The District will not be responsible if you fail to receive any and all addendums if you obtain the original bid document from another source.

SUBMIT BID TO:	**PURCHASING DEPARTMENT** School Board of Pinellas County, Florida 301 – Fourth Street S.W. Largo, Florida 33770-3536	**INVITATION TO BID**
BID TITLE:	**Radios, Repeaters, Accessories, & Services**	**BID NO.** **23-725-134**
F.O.B. DESTINATION POINT:	Countywide	**BUYER**: (**727**) Angelo Molfetta 588-6232 **ISSUE DATE**: February 2, 2023
BID DUE DATE AND TIME: **February 23, 2023 @ 3:00 PM E.T.**		**BID OPENING ROOM**: **A308**

SUBMITTALS:

Certain **Submittals** are required with this bid. See the **SUBMITTALS CHECKLIST** found later in the bid document for details. **Submit Three (3) complete copies of your bid, 1 original marked as the original, 1 copy, 1 copy of the original on a flash drive.** Bids should include all information and submittals requested herein. Incomplete bids may be declared non-responsive.

PURCHASING CARDS:

Bidders that accept Visa/Mastercard payments can be enrolled in the District's ePayments program for faster payment turnaround. Interested parties can contact the Districts purchasing card provider, JP Morgan, for enrollment in the program at sua.supplier.support@jpmchase.com, or by phone at 877-263-5184. Unless exception to this condition is checked below, the Bidders, by submitting a bid, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made with the purchasing card.

☐ **We are not able to accept credit card payments at this time.**

PURCHASES BY OTHER PUBLIC AGENCIES (D.O.E. Regulation #6A1.012 (5): - With the consent and agreement of the successful Bidders(s), purchases may be made under this bid by other governmental agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

Note to Bidders:

A. A signed bid submitted to the School Board obligates the Bidders to all terms, conditions and specifications stated in this bid document, unless exceptions are taken and clearly stated in the Bidder's bid documents.

B. Bids received after the date & time specified will not be accepted.

Delivery days after receipt of order: _____ Date Submitted: _____

BIDDERS MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED

Company Name: _____ FEIN: _____

Address: _____ Telephone: ( ) - Ext. _____

City, State: Zip: FAX: ( ) -

NON COLLUSION: - The Bidders, by affixing its signature to this bid, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

Signature of Owner or Authorized Officer/Agent _____ E-mail: _____

Typed Name of Above: _____ Title: _____

NO BID: I hereby submit a *"no bid"* for the reasons checked below:

- ☐ Insufficient time to respond
- ☐ Addenda were received too late to respond
- ☐ Could not meet specifications
- ☐ Specifications were unclear or restrictive
- ☐ Terms & Conditions were unclear or restrictive
- ☐ **Keep our company on this bid list for future bids**
- ☐ Could not meet Insurance requirements
- ☐ Could not meet bonding requirements
- ☐ We do not offer the product or service requested
- ☐ Our schedule will not permit us to respond
- ☐ We do not bid directly
- ☐ **Remove our company name from this bid list for future bids**

SPECIAL CONDITIONS

GENERAL TERMS AND CONDITIONS

The Pinellas County School District (District) "General Terms and Conditions" School Board Adopted 12/08/09 Revised 3/20/12, 7/24/12 can be found at the following link:
https://www.pcsb.org/cms/lib/FL01903687/Centricity/Domain/187/General%20Terms%20and%20Conditions.pdf
By submitting a proposal, Proposer agrees to abide by all District Terms and Conditions.

SCOPE

The purpose and intent of this invitation to bid are to select suppliers to provide and deliver **handheld radios, repeaters, accessories, and services (including repairs)** on an as needed basis, and to secure firm, net pricing for the contract period as specified herein.

Service Repair calls shall consist of the awarded supplier providing onsite service calls for repairs of the awarded equipment on an as needed basis, as outlined on the Bid Proposal Form attached hereto.

SERVICE REQUIREMENTS

1. Replacement parts shall be made available in sufficient supply to keep equipment purchased from this bid in operational condition for a minimum of five (5) years after equipment delivery and acceptance. After expiration of any warranties and during this five (5) year period, all required parts shall be shipped within sixty (60) days after receipt of the District's purchase order.
2. If requested by the District, the Bidders must be prepared to provide a free demonstration of the equipment sold under this bid to acquaint the District staff with its operation.
3. Bidders shall include the cost of installation when requested in the specifications. If the specification calls for assembly by the Successful Bidders, equipment shall be assembled either before or upon delivery. If equipment is assembled prior to delivery, the Successful Bidders must package merchandise appropriately and take all necessary precautions to avoid damage in transit. The recipient shall make every attempt to inspect merchandise upon delivery, if possible, and make note of any damage on the bill of lading. Damaged goods discovered after delivery personnel have left, shall be reported to the Successful Bidders within ten (10) calendar days of receipt for replacement or repair. When installation is complete, the Successful Bidders will be responsible to dispose of all packing materials, and to leave the site in a clean and orderly state.

LOCATION OF BUSINESS OFFICE

The successful bidder's service must have a location within **thirty-five (35) mile radius** from Pinellas County School Board, Walter Pownall Service Center (WPSC) located at 11111 S. Belcher Road, Largo, Florida 33773 for the most efficient response time.

CONTRACT PERIOD

The Contract Period shall commence on ***April 5, 2023***, and end ***April 4, 2024***. Prices and discounts shall remain firm for this period and shall include **ALL** freight and handling charges.

RENEWAL OPTION

By mutual consent of the School Board of Pinellas County, Florida, and the successful Bidders, this contract may be renewed for **two (2) additional one (1) year periods.**

SUPPLEMENTAL UNILATERAL RENEWAL PERIODS. The District, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3)

additional thirty (30) day periods, at the same terms and conditions. Notice of the District's intent to renew shall be provided by the District in writing to the Contractor Supplier prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

PRICE ESCALATION/DE-ESCALATION. The District will allow a price escalation/de-escalation provision within this award. The original bid prices shall remain firm for the first term of the agreement. A price escalation/de-escalation will be allowed at each renewal period, provided the Awardee notifies the District, in writing, of the pending price escalation/de-escalation a minimum of 60 days prior to the final day of the current term. The price escalation percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics. If bidding discounts from list price, discounts offered may not change. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.**

If, at the point of exercising the price escalation provision, market media indicators show that the Consumer Price Index for All Urban Consumers (CPI-U) has decreased, and that the Awardee has not passed the decrease on to the District, the District reserves the right to place the Awardee in default, cancel the award, and remove the Awardee from the District's Bidders List for a period of time deemed suitable by the District In the event of this occurrence, the District further reserves the right to utilize any and/or all options as stated herein.

ADJUSTMENTS TO CONTRACT TERMS & CONDITIONS NECESSITATED BY VOLATILITY OF THE MARKETPLACE

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

1. The volatility is due to causes wholly beyond the Supplier's control
2. The volatility affects the marketplace or industry, not just the particular Supplier's source of supply
3. The effect on pricing or availability of supply is substantial
4. The volatility so affects the Supplier that continued performance of the contract would result in substantial loss or financial hardship

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments will not be considered more than once in a one-year period. Adjustments and renewal escalation may not be exercised in the same term.

CONTRACT VALUE

For the purposes of calculating the amount of a protest bond, this contract is valued at approximately $120,000.00/year, excluding renewal options. This is only an **estimate** and the actual amount could vary up or down. The District will not be held responsible if actual purchases are less than this amount.

BID CONTENT & SUBMITTAL

Submit Three (3) complete copies of your bid, 1 original marked as the original, 1 copy, and 1 copy of the original on a flash drive. Each bid proposal shall include all information and submittals required or requested in this bid.

Incomplete bid proposals may be declared non-responsive. Please refer to the Submittal Checklist on page **17** for a list of required or requested submittals.

SPECIAL CONDITIONS

AWARD

This is an all or none, **awarded by group** to the lowest responsive and responsible bidder/s. The district reserves the right to reject any item within a group and award the balance of that group.

PREFERENCE TO FLORIDA BUSINESSES

Effective July 1, 2012, when a school District is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a Supplier whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the school District shall award an equal preference to the lowest responsible and responsive Bidders having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a Supplier whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to Suppliers having a principal place of business in that state, the preference to the lowest responsible and responsive Bidders having a principal place of business in this state shall be 5 percent. See Section 287.084 (1)(a), F.S.

A Supplier whose principal place is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. See Section 287.084 (2), F.S.

In order for your bid to be considered responsive, please utilize the form titled "Bidder's Statement of Principal Place of Business".

NOTE: IF YOU ARE A SUPPLIER WHO'S PRINCIPAL PLACE OF BUSINESS IS NOT IN THE STATE OF FLORIDA, YOU MUST COMPLETE THIS FORM INCLUDING A SIGNATURE FROM AN ATTORNEY ATTESTING TO THE STATE BIDDING PREFERENCE.

FAILURE TO COMPLETE AND SIGN THIS FORM WILL CAUSE YOUR BID TO BE CONSIDERED NON-RESPONSIVE.

BACKGROUND SCREENING

As required by The Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if anyone representing a Supplier under contract with the school District **will have access to school grounds when students are present, have direct contact with students or have access to or control of school funds**, such personnel are required to be screened at Level 2, to include fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s. 1012.465, Florida Statutes]

The requirements of this law must be met in order for the School Board to contract with your company. To make an appointment to be screened by Pinellas County Schools, go to: http://fieldprintflorida.com/

For a full submission (fingerprinting and badge) use code FPPCSVendors. For a badge only (badge replacement) use code FPPCSBadge.

If Contractor/Supplier is awarded all or a portion of this bid, Contractor/Supplier hereby acknowledges and agrees to abide by the Florida Jessica Lunsford Act (1012.465, F.S.) and obtain, at its own cost, Level 2 clearance of all employees, agents, and subcontractors who (1) have access to school grounds when students are present, (2) have direct contact with students, on or off school grounds, or (3) have access to or control of school funds.

SPECIAL CONDITIONS

INSURANCE

Insurance is required of all Suppliers who perform work on School Board premises. If this bid requires that you work on our premises, an attachment titled: Insurance Specifications for Contractor/Suppliers will be included giving details.

NON-EXCLUSIVE AGREEMENT

This bid does NOT establish an exclusive arrangement between the District and Supplier. The District reserves, but is not limited to, the following rights:

- The unrestricted right to use others to perform work, provide services or deliver the same or similar products as described herein when it is to the economic benefit of the District.
- The unrestricted right to separately bid any work, products or services as described herein when it is to the economic benefit of the District.

WARRANTY

All equipment purchased from this bid shall carry the manufacturers' standard warranty, unless otherwise specified.

INVOICES & PAYMENT TERMS

Describe any special invoicing requirements here which deviate from the General Bid Terms.

BUSINESS HOURS & DAYS OF OPERATION

Regular School Year
Days of operation are **Monday thru Friday** (excluding holidays) 8 a.m. to 4:30 p.m.
Warehouse receiving 6:30 a.m. to 2 p.m.

Summer
From approximately the 1st week of June thru the 1st week of August all schools are closed, with the exception of those that may be in summer session. Beginning the 2nd week of August, schools are once again in session. For more specific information call (727) 588-6143 to confirm if a school can accept deliveries.

Days of operation are **Monday thru Thursday** as follows:

- **Administrative Facilities and Schools:** 7:30 a.m. to 5:30 p.m.
- **Walter Pownall Service Center:** 6:30 a.m. to 5 p.m. (receiving 6:30 a.m. to 4:30 p.m.)

HOLIDAY BREAKS

Each year, schools and administrative offices are closed for Thanksgiving, winter and spring break periods. Shipments cannot be accepted during these periods. These dates will vary each year depending upon our negotiated personnel calendar and when the Holidays actually fall.

Spring Break, 2023:	Schools: March 13 thru March 17, 2023 Administrative Offices: March 14 thru March 17, 2023

SPECIAL CONDITIONS

KEY EVENTS & DATES:

• February 2, 2023	Bid notice e-mailed to prospective Bidders & bidding documents posted on the www.publicpurchase.com
• February 16, 2023	Last Day to request additional information or clarification
• February 23, 2023	**Bids due in Purchasing @ 3 p.m**. **E.T.** Public bid opening to follow immediately thereafter in Room A308, Purchasing Department, School Administration Building, 301 4th Street S.W., Largo, Florida. **NOTE:** The Largo Administration Building is a secured building. Inform the officer at the front desk that you have a bid to be delivered to the Purchasing Department. The officer will call Purchasing and someone from the department will come to the front desk to date and time stamp your bid and provide a receipt. **This process may take several minutes, so please allow sufficient time when hand delivering a bid submittal.**
• February 27 – March 3, 2023	Evaluate bids and make selection of contractor(s)
• March 6, 2023	Recommendation For Award Submitted to Purchasing by (specify school or department name)
• *On or About March 28, 2023	Notice of Intent to Award posted in the purchasing department and on the department's Web site @ http://pcsb.org/Page/746
• *April 11, 2023	Submit Recommendation for award to School Board for approval (estimated date of School Board approval)

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the posting of the Notice of Intent to Award and the Board approval date could both slip two weeks or more. Continue to monitor our website or contact the purchasing department for more specific information as to when the notice will be posted.

ADDITIONAL QUESTIONS/CLARIFICATIONS

During any solicitation period, including any protest and/or appeal, no contact with District officials or employees, other than with the individuals specifically identified in the solicitation, the Director of Purchasing or the Legal Department is permitted from any Bidder. Such communication may result in an automatic disqualification for selection in the pending solicitation and any subsequent District solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

Additional questions or clarifications regarding this solicitation shall be directed in writing to the buyer listed on page 1 of this document by 4:00 PM of the day listed on the Key Events & Dates table as the ***"Last Day to request additional information or clarification"***.

ALL requests for clarifications or questions shall be submitted in writing via email and directed to:

Angelo Molfetta
molfettaa@pcsb.org

SPECIAL CONDITIONS

REVIEW OF STATE CONTRACTS

Prior to the release of this Invitation to Bid, a review of the State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District.

BID OPENING PROCEDURES

Please be aware that any meeting at which (1) there is negotiation with a Supplier, (2) a Supplier makes an oral presentation, or (3) a Supplier answers questions, pursuant to a competitive solicitation, are closed to competitors and other members of the public. Team meetings at which negotiation strategies are discussed are likewise closed. Such meetings shall be recorded.

The School Board's practice of reviewing and disclosing pricing and other contents of bid proposals have changed in accordance with recent changes in the law. At bid openings, District personnel will only reveal the names of the Bidders, unless the bid or proposal is a competitive solicitation for construction or repairs on a building, then the name of each Bidders and price submitted shall be read at a public bid opening per F.S. 255.0518. The recordings and bid proposals shall be exempt from public records requests until such time as the notice of an intended decision is published or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

If the School Board rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recordings and any records presented at the exempt meeting remain exempt from public records requests until such time as the School Board provides notice of an intended decision concerning the reissued competitive solicitation or until the School Board withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the publication of the initial notice rejecting all bids, proposals, or replies. Section 119.071(1)(b), F.S.; and Section 286.0113, F.S.

PUBLIC RECORD LAW

Public Records: Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida's public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:

a. Keep and maintain public records required by the School Board to perform the service.
b. Upon request from the School Board's custodian of public records, provide the School Board 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 of the 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 term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately

notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.

f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.

g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2393, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.

INTEGRITY OF BID DOCUMENTS

Bidders shall use the original Bid Proposal Forms provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Proposal Form if sufficient space is not available on the original form for the Bidders to enter a complete response. Any modifications or alterations to the original bid documents by the Bidders, whether intentional or otherwise, will constitute grounds for

rejection of a bid. Any such modifications or alterations that a Bidders wishes to propose must be clearly stated in the Bidder's proposal response and presented in the form of an addendum to the original bid documents.

EXCEPTIONS TO GENERAL TERMS AND CONDITIONS

Bidders taking any exceptions to the General Terms and Conditions, linked on page 2 of this document, will be reviewed by staff, prior to evaluation of bids. **Exceptions to the General Terms and Conditions may be cause for rejection of your bid.**

FILLABLE BID FORMS

For your convenience, some of the forms which must be completed and submitted along with your bid will be posted along with the bid document on the Public Purchase website in a protected Word file format which will enable you to type your responses on the forms. The file will be named **Radios, Repeaters, Accessories, & Services 23-725-134bidforms**. Please use these forms to avoid the need to hand write information. If sufficient room has not been provided on the form to enable you to enter a complete response, please include a supplemental attachment if necessary. **Please note that this file may not include all the forms that should be submitted with your bid proposal so please check the Submittals Checklist near the end of this document for a complete list of requested and required submittals.**

MULTIAGENCY PARTICIPATION

Pinellas County Schools reserves the right, within statutory limits, to extend the terms and conditions of this solicitation to any and all other agencies within the state of Florida as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be

requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the awarded Contractor and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Contractor.

BID PROPOSAL FORM

Note for groups:
Repeater installation shall be in accordance with the NEC and any other applicable codes, as well as the requirements of the Pinellas County School Board's Division 16 electrical specifications and any further addendums that are in effect at the time of the repeater installation.

GROUP I - MOTOROLA

(PLEASE PROVIDE PART NUMBERS WHERE NECESSARY)

TERMS NUMBER	DESCRIPTION	PART NUMBER	PRICE EACH
72500269	Battery, Motorola BPR40, Li-Ion	PMNN4075	
72500270	Battery, Motorola CP100d, Li-Ion	PMNN4476	
72500518	Battery, Motorola XPR6550, Slim Li-Ion	PMMN4066	
72500519	Battery, Motorola CP200XLS, Li-Ion	NNTN4851A	
72500507	SLR Mototrbo VHF repeater, 1-25 Watt	AAR10JCGANQIAN	
72500508	SLR Mototrbo UHF repeater, 1-25 Watt	AAR10QCGANQIAN	
72500546	Motorola Repeater Wall Mount Bracket	PLME4476	
N/A	FCC License and Coordination Service	NONE	
N/A	Programming Repeater	NONE	
N/A	Installation Labor (Hourly rate)	NONE	
N/A	Vendor travel/survey fee	NONE	
72500511	4.5 - 6.0 MHz split VHF Duplexer		
72500512	4.5 - 6.0 MHz split UHF Duplexer		
72500513	Omni VHF Antenna, 5db gain, 5' Length		
72500514	Omni UHF Antenna, 5db gain, 5' Length		
N/A	Wall mount bracket for antenna		
N/A	LMR4000 Low loss coaxial transmission line, price per foot based on 50' runs		
N/A	Type N connectors		
N/A	Mast, 10 ft.		
N/A	Wall brackets for mast		
N/A	Polyphaser, Coaxial lightning arrestor		
N/A	Ground clamp for mast		
N/A	#4 THWN Green ground wire, 20' length		
N/A	Line kit for grounding antenna cable		
	Repeater Repairs:		
N/A	Diagnose Function/Frequency Issues		
N/A	Repair Function/Frequency Issues		
N/A	Loaner Repeater During Repairs		
N/A	Yearly Inspection of System		
N/A	Replacement Antennas		
N/A	Replacement Antennas Wiring		
N/A	Replacement of Grounding Components		
N/A	Frequency Change Cost		

BID PROPOSAL FORM

N/A	Trip Charge		
N/A	**Radio Repairs:**		
N/A	Programming of Existing Major Brands		
N/A	Diagnose Function/Frequency Issues		
N/A	Repair Function/Frequency Issues		
N/A	Replacement Antennas		
N/A	Trip Charge		
N/A	Weekly Delivery & Pick up for Repairs		
		TOTAL	

GROUP II– HYTERA

(PLEASE PROVIDE PART NUMBERS WHERE NECESSARY)

TERMS NUMBER	DESCRIPTION	PART NUMBER	PRICE EACH
72500528	Battery, Hytera TC-508 (1650 mAh Li-Ion)	BL1719	
72500529	Battery, Hytera TC-508 (2400 mAh Li-Ion)	BL2407	
72500534	Battery, Hytera BD502 (1500 mAh Li-Ion)	BL1506	
72500535	Battery, Hytera BD502 (20000 mAh Li-Ion)	BL2018	
72500181	Radio, Portable VHF, 48-channel, 5-watt, dual band width, encode/decode, antenna, belt clip, charger, 1500 mAh Li-Ion battery. **HYTERA BD502**	BD502i-V1	
72500182	Radio, Portable UHF, 48-channel, 4-watt, dual band width, encode/decode, antenna, belt clip, charger, 1500 mAh Li-Ion battery. **HYTERA BD502**	BD502i-U1	
NONE	Radio Programming Charge	N/A	
72500532	Hytera RD982i VHF Repeater, 5-50 Watts	RD982V-1-AN	
72500533	Hytera RD982i UHF Repeater, 5-50 Watts	RD982U-1-AN	
72500547	Hytera Repeater Wall Mount Bracket	BRK19	
N/A	FCC License and Coordination Service	NONE	
N/A	Programming Repeater	NONE	
N/A	Installation Labor (Hourly rate)	NONE	
N/A	Vendor Travel / Survey Fee	N/A	
N/A	4.5 - 6.0 MHz split VHF Duplexer		
N/A	4.5 - 6.0 MHz split UHF Duplexer		
N/A	Omni VHF Antenna, 5db gain, 5' Length		
N/A	Omni UHF Antenna, 5db gain, 5' Length		
N/A	Wall mount bracket for antenna		
N/A	LMR4000 Low loss coaxial transmission line, price per foot based on 50' runs		
N/A	Type N connectors		

BID PROPOSAL FORM

N/A	Mast, 10 ft.		
N/A	Wall brackets for mast		
N/A	Polyphaser, Coaxial lightning arrestor		
N/A	Ground clamp for mast		
N/A	#4 THWN Green ground wire, 20' length		
N/A	Line kit for grounding antenna cable		
	Repeater Repairs:		
N/A	Diagnose Function/Frequency Issues		
N/A	Repair Function/Frequency Issues		
N/A	Loaner Repeater During Repairs		
N/A	Yearly Inspection of System		
N/A	Replacement Antennas		
N/A	Replacement Antennas Wiring		
N/A	Replacement of Grounding Components		
N/A	Frequency Change Cost		
N/A	Trip Charge		
N/A	**Radio Repairs:**		
N/A	Programming of Existing Major Brands		
N/A	Diagnose Function/Frequency Issues		
N/A	Repair Function/Frequency Issues		
N/A	Replacement Antennas		
N/A	Trip Charge		
N/A	Weekly Delivery & Pick up for Repairs		
		TOTAL	

BID PROPOSAL FORM

GROUP III – ICOM

PLEASE PROVIDE PART NUMBERS WHERE NECESSARY)

TERMS NUMBER	DESCRIPTION	PART NUMBER	PRICE EACH
72500538	Battery, ICOM IC-3001/4001 (AA Batteries)	BP-263	
72500539	Battery, ICOM IC-3001/4001 (1400 mAh Ni-Mh)	BP-264	
72500540	Battery, ICOM IC-3001/4001 (1900 mAh Li-Ion)	BP-265	
72500541	Battery, ICOM IC-3001/4001 (2000 mAh Li-Ion)	BP-265	
72500183	Radio, Portable VHF, 16-channel, 5-watt, dual band width, encode/decode, antenna, belt clip, charger, 1900 mAh Li-Ion battery.	IC-F3001	
72500184	Radio, Portable UHF, 16-channel, 4-watt, dual band width, encode/decode, antenna, belt clip, charger, 1900 mAh Li-Ion battery.	IC-F4001	
N/A	Programming Charge		
N/A	Vendor Travel / Survey Fee		
	Repeater Repairs:		
N/A	Diagnose Function/Frequency Issues		
N/A	Repair Function/Frequency Issues		
N/A	Loaner Repeater During Repairs		
N/A	Yearly Inspection of System		
N/A	Replacement Antennas		
N/A	Replacement Antennas Wiring		
N/A	Replacement of Grounding Components		
N/A	Frequency Change Cost		
N/A	Trip Charge		
N/A	**Radio Repairs:**		
N/A	Programming of Existing Major Brands		
N/A	Diagnose Function/Frequency Issues		
N/A	Repair Function/Frequency Issues		
N/A	Replacement Antennas		
N/A	Trip Charge		
N/A	Weekly Delivery & Pick up for Repairs		
		TOTAL	

BID PROPOSAL FORM

GROUP IV – GENERIC (NON-OEM)

PLEASE PROVIDE PART NUMBERS WHERE NECESSARY)

TERMS NUMBER	DESCRIPTION	PART NUMBER	PRICE EACH
72500305	Battery, Motorola BPR40, Li-Ion		
72500520	Battery, Motorola CP100d, Li-Ion		
72500522	Battery, Motorola XPR6550, Slim Li-Ion		
72500523	Battery, Motorola CP200XLS, Li-Ion		
72500542	Battery, ICOM IC-3001/4001 (AA Batteries)		
72500543	Battery, ICOM IC-3001/4001 (1400 mAh Ni-Mh)		
72500544	Battery, ICOM IC-3001/4001 (1900 mAh Li-Ion)		
72500545	Battery, ICOM IC-3001/4001 (2000 mAh Li-Ion)		
72500530	Battery, Hytera TC-508 (1650 mAh Li-Ion)		
72500531	Battery, Hytera TC-508 (2400 mAh Li-Ion)		
72500536	Battery, Hytera BD502 (1500 mAh Li-Ion)		
72500537	Battery, Hytera BD502 (20000 mAh Li-Ion)		
	Repeater Repairs:		
N/A	Diagnose Function/Frequency Issues		
N/A	Repair Function/Frequency Issues		
N/A	Loaner Repeater During Repairs		
N/A	Yearly Inspection of System		
N/A	Replacement Antennas		
N/A	Replacement Antennas Wiring		
N/A	Replacement of Grounding Components		
N/A	Frequency Change Cost		
N/A	Trip Charge		
N/A	**Radio Repairs:**		
N/A	Programming of Existing Major Brands		
N/A	Diagnose Function/Frequency Issues		
N/A	Repair Function/Frequency Issues		
N/A	Replacement Antennas		
N/A	Trip Charge		
N/A	Weekly Delivery & Pick up for Repairs		
		TOTAL	

ADDENDUM ACKNOWLEDGEMENT FORM

ADDENDA ACKNOWLEDGMENT: The undersigned also acknowledges the receipt of the following Addenda:

ADDENDUM NO.	_____	DATED _____	***ADDENDUM NO***.	_____	DATED _____
ADDENDUM NO.	_____	DATED _____	***ADDENDUM NO***.	_____	DATED _____
ADDENDUM NO.	_____	DATED _____	***ADDENDUM NO***.	_____	DATED _____
ADDENDUM NO.	_____	DATED _____	***ADDENDUM NO***.	_____	DATED _____

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

To be completed by each Bidders and returned with your bid in order to be considered responsive

Name of Bidders: _____

Identify state in which Bidders has its principal place of business: _____

If your principal place of business is the State of Florida, you do not need to proceed any further on this form.

If outside of Florida, identify political subdivision (state, county or municipality) in which Bidders has its principal place of business: _____

NOTE: Florida Statute Section 287.084(2) states that "A Supplier whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

LEGAL OPINION REGARDING STATE BIDDING PREFERENCES

(To be completed by the Attorney for an Out of State Supplier. Please select one)

The Bidders principal place of business is in the State of _____ or in _____, a political subdivision thereof. It is my opinion that (check one):

☐ The laws of the state or political subdivision thereof **do not** grant a preference in the letting of any public contracts to business entities whose principal place of business are in that state or political subdivision.

☐ The laws of the state or political subdivision thereof **do** grant the following preference(s) in the letting of any public contracts to business entities whose principal place of business are in that state or political subdivision thereof. (Please describe preferences and provide citation to authority.

_____

_____

_____

_____

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

_____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney _____

Attorneys' state(s) of bar admission: _____

NOTE: IF YOU ARE A SUPPLIER WHO'S PRINCIPAL PLACE OF BUSINESS IS NOT IN THE STATE OF FLORIDA, YOU MUST COMPLETE THIS FORM INCLUDING A SIGNATURE FROM AN ATTORNEY ATTESTING TO THE STATE BIDDING PREFERENCE.
FAILURE TO COMPLETE AND SIGN THIS FORM WILL CAUSE YOUR BID TO BE CONSIDERED NON-RESPONSIVE.

SUBMITTALS CHECKLIST

Proposing Firm: _____

Signature of Buyer: _____

Signature of Evaluator: _____

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we ask that you use this checklist to make sure you have enclosed all **Required** submittals before sealing and mailing your proposal.

The list below comprises the **Required Submittals,** and they **must be** submitted at the time you submit your bid or your bid will be declared non-responsive**. Submit Three (3) complete copies, 1 original marked as the original, 1 copy, and, 1 copy of the original on a flash drive.**

Verified by Bidders	Verified by Buyer	Verified by Evaluator	Description of Required Submittal	Page No.
☐	☐	☐	Completed and signed Invitation to Bid Form 852-A.	1
☐	☐	☐	Bid Proposal Forms	10-14
☐	☐	☐	Completed and signed by an attorney, Bidder's Statement of Principal Place of Business	16

Items listed as **Requested** should be submitted at the time you submit your bid to facilitate the bid evaluation process but will not be cause for declaring your bid non-responsive.

Verified by Bidders	Verified by Buyer	Verified by Evaluator	Description of Requested Submittal	Page No.
☐	☐	☐	Completed and signed Drug Free Workplace Certification Form (optional)	18
☐	☐	☐	Completed and signed Certification Regarding Debarment Form AD-1048	19

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied Suppliers have a drug-free workplace program. In order to have a drug-free program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

(Supplier's signature)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733).***

******** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE SIDE ********

(1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this bid.

Organization Name PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Authorized Signature(s) Date

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decided the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

Pinellas County District Schools
Bid Protest Procedure

Bidders who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by 120.57(3) FS enumerated below. For bids solicited by the purchasing department, the notice must be filed with the director of purchasing. For bids solicited by the facilities department, the notice must be filed with the director of facilities.

1. Any person who is adversely affected by the District decision or intended decision shall file with the Director of Purchasing a notice of protest in writing within 72 hours after the posting of the bid tabulation or after receipt of the notice of the District decision or intended decision and shall file a formal written protest within 10 days after filing the notice of protest. With respect to a protest of the specifications contained in an invitation to bid or in a request for proposals, the notice of protest shall be filed in writing within 72 hours after the receipt of notice of the project plans and specifications or intended project plans and specifications in an invitation to bid or request for proposals, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.
2. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to FS 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the Pinellas County School District in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the District all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.
3. Upon receipt of the formal written protest and protest bond which has been timely filed, the District shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final District action, unless the Superintendent sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
4.
    a) The District shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of a formal written protest.
    b) If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of the formal written protest, and if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to 120.57(2) FS and applicable District rules before a person whose qualifications have been prescribed by rules of the District.
    c) If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of the formal written protest, and if there is a disputed issue of material fact, the District shall refer the protest to the Division of Administrative Hearings for proceedings under 120.57(1) FS.

5. Upon receipt of a formal written protest referred pursuant to this subsection, the director of the Division of Administrative Hearings shall expedite the hearing and assign an administrative law judge who shall commence a hearing within 30 days after the receipt of the formal written protest by the division and enter a recommended order within 30 days after the hearing or within 30 days after receipt of the hearing transcript by the administrative law judge, whichever is later. Each party shall be allowed 10 days in which to submit written exceptions to the recommended order. A final order shall be entered by the District within 30 days of the entry of a recommended order. The provisions of this paragraph may be waived upon stipulation by all parties.
6. In a competitive-procurement protest, no submissions made after the bid or proposal opening amending or supplementing the bid or proposal shall be considered. Unless otherwise provided by statute, the burden of proof shall rest with the party protesting the proposed District action. In a competitive-procurement protest, other than a rejection of all bids, the administrative law judge shall conduct a de novo proceeding to determine whether the District's proposed action is contrary to the District's governing statutes, the District's rules or policies, or the bid or proposal specifications. The standard of proof for such proceedings shall be whether the proposed District action was clearly erroneous, contrary to competition, arbitrary, or capricious. In any bid-protest proceeding contesting an intended District action to reject all bids, the standard of review by an administrative law judge shall be whether the District's intended action is illegal, arbitrary, dishonest, or fraudulent.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 11, 2023**

Contract No:	23-725-134	***Title:***	Radios, Repeaters, Accessories & Services

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

☒ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension ☐ Sole Source ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11) * ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 4/11/23 thru 4/10/24 ☐ N/A - One Time Purchase

Contract Value: **$** 120,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
2	6-months	1 - year	

Rationale/Reason

This agreement will provide secure firm pricing for two-way radios, repeaters and accessories, as well as repairs, service, and trip charge fees.

Bidders Solicited: 41 **Bids Received:** 4 **Late Bids**: 0 **Rejected Bids**: 0 ☐ **N/A - Bids Not Required**

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB ***For:*** Maintenance Department
Title: Director, Purchasing Department

Requested By: Michael Hewett ***Buyer:*** Angelo Molfetta
Title: Director of Maintenance Buyer II

Contractor Name: Tell Communications Inc.
Address: 7102 249th St East
Myakka, FL 34251
Contact Name: Harry Traylor
Email: harry@tellcommunications.com
Vendor ID: 36525

Contractor Name: Bearcom
Address: 6302 Benjamin Rd Suite 408
Tampa, FL 33634
Contact Name: Carlton C. Cozart
Email: carlton.cozart@bearcom.com
Vendor ID: 36595

(23-725-134)

Always be sure to reference T/C code "**TWOW**" on your TERMS purchase requisitions or Bid # 23-725-134 on your internal purchase orders to ensure you receive our contract price. Orders should be assigned to buyer # 054.

(See Attached Tabulation)

GROUP I – MOTOROLA / Tell Communications (V-36525)

TERMS NUMBER	DESCRIPTION	PART NUMBER	PRICE EACH
72500269	Battery, Motorola BPR40, Li-Ion	PMNN4075	$40.00
72500270	Battery, Motorola CP100d, Li-Ion	PMNN4476	$48.00
72500518	Battery, Motorola XPR6550, Slim Li-Ion	PMMN4066	$60.00
72500519	Battery, Motorola CP200XLS, Li-Ion	NNTN4851A	$48.00
72500507	SLR Mototrbo VHF repeater, 1-25 Watt	AAR10JCGANQIAN	$2,800.00
72500508	SLR Mototrbo UHF repeater, 1-25 Watt	AAR10QCGANQIAN	$2,880.00
72500546	Motorola Repeater Wall Mount Bracket	PLME4476	$135.00
N/A	FCC License and Coordination Service	NONE	$500.00
N/A	Programming Repeater	NONE	N/C
N/A	Installation Labor (Hourly rate)	NONE	$85.00
N/A	Vendor travel/survey fee	NONE	N/C
72500511	4.5 - 6.0 MHz split VHF Duplexer		$285.00
72500512	4.5 - 6.0 MHz split UHF Duplexer		$285.00
72500513	Omni VHF Antenna, 5db gain, 5' Length		$355.00
72500514	Omni UHF Antenna, 5db gain, 5' Length		$250.00
N/A	Wall mount bracket for antenna		$25.00
N/A	LMR4000 Low loss coaxial transmission line, price per foot based on 50' runs		$1.30
N/A	Type N connectors		$8.00
N/A	Mast, 10 ft.		$25.00
N/A	Wall brackets for mast		$32.00
N/A	Polyphaser, Coaxial lightning arrestor		$85.00
N/A	Ground clamp for mast		$8.00
N/A	#4 THWN Green ground wire, 20' length		$45.00
N/A	Line kit for grounding antenna cable		$42.00
	Repeater Repairs:		
N/A	Diagnose Function/Frequency Issues		$45.00
N/A	Repair Function/Frequency Issues		$150.00
N/A	Loaner Repeater During Repairs		$125.00
N/A	Yearly Inspection of System		$65.00
N/A	Replacement Antennas		$250.00
N/A	Replacement Antennas Wiring		$125.00
N/A	Replacement of Grounding Components		$50.00
N/A	Frequency Change Cost		$45.00
N/A	Trip Charge		$85.00

	Radio Repairs:		
N/A	Programming of Existing Major Brands		$10.00
N/A	Diagnose Function/Frequency Issues		$25.00
N/A	Repair Function/Frequency Issues		$75.00
N/A	Replacement Antennas		$17.00
N/A	Trip Charge		$85.00
N/A	Weekly Delivery & Pick up for Repairs		N/C

GROUP II– HYTERA / Tell Communications (V-36525)

TERMS NUMBER	DESCRIPTION	PART NUMBER	PRICE EACH
72500528	Battery, Hytera TC-508 (1650 mAh Li-Ion)	BL1719	$30.00
72500529	Battery, Hytera TC-508 (2400 mAh Li-Ion)	BL2407	$50.00
72500534	Battery, Hytera BD502 (1500 mAh Li-Ion)	BL1506	$31.00
72500535	Battery, Hytera BD502 (20000 mAh Li-Ion)	BL2018	$46.00
72500181	Radio, Portable VHF, 48-channel, 5-watt, dual band width, encode/decode, antenna, belt clip, charger, 1500 mAh Li-Ion battery. HYTERA BD502	BD502i-V1	$162.00
72500182	Radio, Portable UHF, 48-channel, 4-watt, dual band width, encode/decode, antenna, belt clip, charger, 1500 mAh Li-Ion battery. HYTERA YC 508 UHF	YC 508 UHF	$122.00
NONE	Radio Programming Charge	N/A	N/C
72500532	Hytera HR1062 VHF Repeater, 5-50 Watts	HR1062	$2,100.00
72500533	Hytera HR1062 UHF Repeater, 5-50 Watts	HR1062	$2,100.00
N/A	FCC License and Coordination Service	NONE	$500.00
N/A	Programming Repeater	NONE	N/C
N/A	Installation Labor (Hourly rate)	NONE	$85.00
N/A	Vendor Travel / Survey Fee	N/A	N/C
N/A	4.5 - 6.0 MHz split VHF Duplexer		$285.00
N/A	4.5 - 6.0 MHz split UHF Duplexer		$285.00
N/A	Omni VHF Antenna, 5db gain, 5' Length		$355.00
N/A	Omni UHF Antenna, 5db gain, 5' Length		$250.00
N/A	Wall mount bracket for antenna		$25.00
N/A	LMR4000 Low loss coaxial transmission line, price per foot based on 50' runs		$1.30
N/A	Type N connectors		$8.00
N/A	Mast, 10 ft.		$25.00
N/A	Wall brackets for mast		$32.00
N/A	Polyphaser, Coaxial lightning arrestor		$85.00
N/A	Ground clamp for mast		$8.00
N/A	#4 THWN Green ground wire, 20' length		$45.00
N/A	Line kit for grounding antenna cable		$42.00

	Repeater Repairs:		
N/A	Diagnose Function/Frequency Issues		$45.00
N/A	Repair Function/Frequency Issues		$150.00
N/A	Loaner Repeater During Repairs		$125.00
N/A	Yearly Inspection of System		$65.00
N/A	Replacement Antennas		$250.00
N/A	Replacement Antennas Wiring		$125.00
N/A	Replacement of Grounding Components		$50.00
N/A	Frequency Change Cost		$45.00
N/A	Trip Charge		$85.00
	Radio Repairs:		
N/A	Programming of Existing Major Brands		$10.00
N/A	Diagnose Function/Frequency Issues		$25.00
N/A	Repair Function/Frequency Issues		$75.00
N/A	Replacement Antennas		$17.00
N/A	Trip Charge		$85.00
N/A	Weekly Delivery & Pick up for Repairs		N/C

GROUP III – ICOM / Bearcom (V-36595)

TERMS NUMBER	DESCRIPTION	PART NUMBER	PRICE EACH
72500538	Battery, ICOM IC-3001/4001 (AA Batteries)	BP-263	$29.00
72500539	Battery, ICOM IC-3001/4001 (1400 mAh Ni-Mh)	BP-264	$49.00
72500540	Battery, ICOM IC-3001/4001 (1900 mAh Li-Ion)	BP-265	$59.00
72500541	Battery, ICOM IC-3001/4001 (2000 mAh Li-Ion)	BP-265	$59.00
72500183	Radio, Portable VHF, 16-channel, 5-watt, dual band width, encode/decode, antenna, belt clip, charger, 1900 mAh Li-Ion battery.	IC-F3001	$147.00
72500184	Radio, Portable UHF, 16-channel, 4-watt, dual band width, encode/decode, antenna, belt clip, charger, 1900 mAh Li-Ion battery.	IC-F4001	$147.00
N/A	Programming Charge		$15.00 per radio
N/A	Vendor Travel / Survey Fee		$75.00
	Repeater Repairs:		
N/A	Diagnose Function/Frequency Issues		$95.00
N/A	Repair Function/Frequency Issues		$95.00
N/A	Loaner Repeater During Repairs		$125.00 per month

N/A	Yearly Inspection of System		$95.00 per Hr.
N/A	Replacement Antennas		575. - VHF, 495.-UHF
N/A	Replacement Antennas Wiring		2.00/ft
N/A	Replacement of Grounding Components		$15.00
N/A	Frequency Change Cost		15.00/unit
N/A	Trip Charge		$75.00
	Radio Repairs:		
N/A	Programming of Existing Major Brands		$15.00
N/A	Diagnose Function/Frequency Issues		$95.00
N/A	Repair Function/Frequency Issues		$95.00
N/A	Replacement Antennas		$13.00
N/A	Trip Charge		$75.00
N/A	Weekly Delivery & Pick up for Repairs		N/A

GROUP IV – GENERIC (NON-OEM) / Tell Communications (V-36525)

TERMS NUMBER	DESCRIPTION	PART NUMBER	PRICE EACH
72500305	Battery, Motorola BPR40, Li-Ion		$28.00
72500520	Battery, Motorola CP100d, Li-Ion		$42.00
72500522	Battery, Motorola XPR6550, Slim Li-Ion		$31.00
72500523	Battery, Motorola CP200XLS, Li-Ion		$34.00
72500542	Battery, ICOM IC-3001/4001 (AA Batteries)		$1.25
72500543	Battery, ICOM IC-3001/4001 (1400 mAh Ni-Mh)		$30.00
72500544	Battery, ICOM IC-3001/4001 (1900 mAh Li-Ion)		$32.00
72500545	Battery, ICOM IC-3001/4001 (2000 mAh Li-Ion)		$35.00
72500530	Battery, Hytera TC-508 (1650 mAh Li-Ion)		$25.00
72500531	Battery, Hytera TC-508 (2400 mAh Li-Ion)		$38.00
72500536	Battery, Hytera BD502 (1500 mAh Li-Ion)		$32.00
72500537	Battery, Hytera BD502 (20000 mAh Li-Ion)		$45.00
	Repeater Repairs:		
N/A	Diagnose Function/Frequency Issues		$45.00
N/A	Repair Function/Frequency Issues		$150.00
N/A	Loaner Repeater During Repairs		$125.00
N/A	Yearly Inspection of System		$65.00
N/A	Replacement Antennas		$250.00
N/A	Replacement Antennas Wiring		$125.00

N/A	Replacement of Grounding Components		$50.00
N/A	Frequency Change Cost		$45.00
N/A	Trip Charge		$85.00
	Radio Repairs:		
N/A	Programming of Existing Major Brands		$10.00
N/A	Diagnose Function/Frequency Issues		$25.00
N/A	Repair Function/Frequency Issues		$75.00
N/A	Replacement Antennas		$17.00
N/A	Trip Charge		$85.00
N/A	Weekly Delivery & Pick up for Repairs		N/C

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

PARTICIPATING AGREEMENT, SDMC No. 24-0055-MR

This Participating Agreement is made and entered into as of the last date signed below by and between The School District of Manatee County (District) and **Tell Communication, INC** (Contractor).

1. **AUTHORITY**

1.1 The District is authorized by rule 6A-1.012 Florida Administrative Code "to purchase under the current contracts as may be established for any of the public agencies as set forth above at or below the unit price stated therein, if such purchase is to the economic advantage of the district school board, subject to conformance of the items of purchase to the standards and specifications prescribed by the superintendent for said district."

1.2 **School Board of Pinellas County** competitively procured and awarded Radios, Repeaters, accessories & Services**, No. 23-725-134** and is hereto as Exhibit A, ("Solicitation"). A contract was executed **June 2, 2023** between the parties and is hereto as Exhibit B, ("Authorized Contract").

1.3 Therefore, the District would enter into a Participating Agreement with Contractor.

2. **PURPOSE AND SCOPE**

2.1 The purpose of the Participating Agreement is to purchase 2-way radios and repair of radios and repeaters pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.

3. **TERM AND RENEWAL**

3.1 **Term:** This Participating Agreement shall become effective on **June 28, 2023** or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, unless terminated earlier by **School Board of Pinellas County** .

3.2 **Renewal:** Upon agreement of the parties, this Participating Agreement may be renewed for a term that does not exceed the initial or renewal term of the Authorized Contract. Renewal must be in writing and is subject to the same terms and conditions set forth in the Authorized Contract, and any amendments, and this Participating Agreement, and any amendments.

4. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

4.1 The attached Exhibit A (Solicitation) is hereby incorporated into the Participating Agreement.

4.2 The attached Exhibit B, Authorized Contract, is hereby incorporated into the Participating Agreement as if fully set forth herein, unless modified below and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties.

4.3 Sections of Exhibit B, Authorized Contract, are superseded by Section 5, Terms Supplemental to the Authorized Contract.

4.4 Exhibit C, **tabulation.**

5. **TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT**

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

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

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

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

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

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

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

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

5.7 **INDEMNIFICATION**:

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

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

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

5.10 **COMPLIANCE REQUIREMENTS:** The School Board of Manatee County, acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School Board of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/proposer agrees to all provisions and instructions contained in this proposal document and agrees that the failure of vendor/proposer to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

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

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

5.13 **SEVERABILITY AND WAIVER:** If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this

agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

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

5.15 **EQUAL EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5.16 **ANTI-DISCRIMINATION:** a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

5.17 **MINORITY, SMALL, AND WOMEN OWNED BUSINESS:** School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

5.18 **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.19 **TERMINATION FOR CAUSE AND CONVENIENCE**:
Termination for Cause—The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination,

together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience— Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

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

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

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

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

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

5.25 **DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148):** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon

the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

5.26 **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

5.27 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5.28 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5.29 **CLEAN AIR ACT (42 U.S.C. 7401–7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251–1387), AS AMENDED:** Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

5.30 **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource

recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

5.31 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.32 **OTHER PROVISIONS:**

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

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

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

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

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

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

6. **EXHIBITS TO THE PARTICIPATING AGREEMENT**

6.1 All terms and conditions contained in Exhibits A though C are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties. The Exhibits are:
6.1.1 Exhibit A: original Solicitation and contractors Reply
6.1.2 Exhibit B: The Authorized Contract, including exhibits and amendments as modified by Section 5 of this document.
6.1.3 Exhibit C: **Signage-Provide and Install tabulation.**

7. **COVID 19**
7.1 The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19.

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER: _____

SMART MODULAR SOLUTIONS LLC	
BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME: Smart Modular Solutions LLC

TELEPHONE NUMBER:

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

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Vendor Disqualifiable Offenses:

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

AGENDA ITEM NO. 11.27

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval to Use the School Board of Seminole County Public Schools Bid #22230015B-AS on Fire Extinguishing Systems Inspections and Servicing, SDMC No. 24-0056-KD, Continued Procurement of Commodity, Estimated in the Amount of $75,000.00 Annually

Executive Summary
Seminole County Public Schools issued a bid for fire extinguishing systems inspections and servicing, #22230015B-AS. The District will utilize this bid to cover all state mandated inspections and repairs to fire extinguisher and kitchen hoods within the District. Utilizing this contract will save the District 25% compared to the current contract that the District has utilized from Hernando County Public Schools. The District will utilize these services on scheduled maintenance and or as needed basis.

This proposal is recommended for award to:
- All Florida Fire Equipment Co., Saint Petersburg, Florida, Florida Document No. P99000082845

The requested contract is for the period of June 28, 2023 through November 15, 2025, with two additional one (1) year renewals through November 15, 2027.

Historical Expenditures are as follows:
- Fiscal Year 2021-2022: $72,304.25
- YTD Fiscal Year 2022-2023: $75,648.00

Approval of this proposal and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

Subsection 6A-1.012(6) F.A.C. (5) allows school boards to purchase from existing proposals of other public entities upon agreement by the awarded vendor(s).

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 6
Maintain our robust security readiness and safety system across the District

Recommendation
The Superintendent recommends approval to use the School Board of Seminole County Public Schools Bid #22230015B-AS on Fire Extinguishing Systems Inspections and Servicing, SDMC No. 24-0056-KD, continued procurement of commodity, estimated in the amount of $75,000.00 annually.

Financial Impact
The funding source for this annually estimated expenditure is Local Capital Improvement, Food Service and other District funds as needed and is included in the proposed budgets for 2023-2024.

Contact
Submitting Departments: Purchasing and Maintenance and Operations
Initiated By: Ruth Gruett and Todd Henson

Attachments:
All Florida Fire Unsigned
Manatee pricing Seminole Piggyback Price Sheet

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

PARTICIPATING AGREEMENT, SDMC No. 24-0056-KD

This Participating Agreement is made and entered into as of the last date signed below by and between The School District of Manatee County (District) and **All Florida Fire Equipment** (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 **Seminole County Public Schools** competitively procured and awarded **Fire Extinguishing Systems Inspections and Servicing, No. 22230015B-AS** and is hereto as Exhibit A, ("Solicitation"). A contract was executed between the parties and is hereto as Exhibit B, ("Authorized Contract").

1.3 Therefore, the District would enter into a Participating Agreement with Contractor.

2. **PURPOSE AND SCOPE**

2.1 The purpose of the Participating Agreement is to repair and services of fire extinguishers pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.

3. **TERM AND RENEWAL**

3.1 **Term:** This Participating Agreement shall become effective on **June 28, 2023** or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, unless terminated earlier by **Seminole County Public Schools** .

3.2 **Renewal:** Upon agreement of the parties, this Participating Agreement may be renewed for a term that does not exceed the initial or renewal term of the Authorized Contract. Renewal must be in writing and is subject to the same terms and conditions set forth in the Authorized Contract, and any amendments, and this Participating Agreement, and any amendments.

4. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

4.1 The attached Exhibit A (Solicitation) is hereby incorporated into the Participating Agreement.

4.2 The attached Exhibit B, Authorized Contract, is hereby incorporated into the Participating Agreement as if fully set forth herein, unless modified below and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties.

4.3 Sections of Exhibit B, Authorized Contract, are superseded by Section 5, Terms Supplemental to the Authorized Contract.

4.4 Exhibit C, **tabulation-Manatee Rates.**

5. TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT

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

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

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

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

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

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

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

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

5.7 **INDEMNIFICATION**:

To the extent permitted by law, the Contractor agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any

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

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

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

5.10 **COMPLIANCE REQUIREMENTS:** The School Board of Manatee County, acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School Board of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/proposer agrees to all provisions and instructions contained in this proposal document and agrees that the failure of vendor/proposer to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

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

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

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

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

5.15 **EQUAL EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5.16 **ANTI-DISCRIMINATION:** a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

5.17 **MINORITY, SMALL, AND WOMEN OWNED BUSINESS:** School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

5.18 **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

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

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

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

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

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

5.25 **DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148):** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for

compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

5.26 **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

5.27 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5.28 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5.29 **CLEAN AIR ACT (42 U.S.C. 7401–7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251–1387), AS AMENDED:** Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

5.30 **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered

materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

5.31 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.32 **OTHER PROVISIONS:**

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

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

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

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

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

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

6. **EXHIBITS TO THE PARTICIPATING AGREEMENT**

6.1 All terms and conditions contained in Exhibits A though C are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties. The Exhibits are:
6.1.1 Exhibit A: original Solicitation and contractors Reply
6.1.2 Exhibit B: The Authorized Contract, including exhibits and amendments as modified by Section 5 of this document.
6.1.3 Exhibit C: **Signage-Provide and Install tabulation.**

7. **COVID 19**
7.1 The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19.

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER: _____

SMART MODULAR SOLUTIONS LLC	
BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

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

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Vendor Disqualifiable Offenses:

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

Fire Extinguising Systems Inspections and Servicing
Price Schedule

Item #	Description	Est. Qty.	Price each	SDMC Price With 25% Discount
1	**Annual Inspection of portable Fire Extinguishers includes tag & seal**	**6000**	$12	$ 9.00
2	**Recharge ABC and K Fire Extinguishers includes tag & seal**			
a	2 1/2 #	50	$ -	$ -
b	4#	25	$ -	$ -
c	5-6#	50	$ -	$ -
d	10#	25	$ -	$ -
e	20#	25	$ -	$ -
3	**Recharge BC Fire Extiguishers includes tag & seal**			
a	4-6#	20	$ -	$ -
b	10#	20	$ -	$ -
c	20#	50	$ -	$ -
4	**Recharge CO2 Fire Extinguisher includes tag & seal**			
a	5#	10	$ -	$ -
b	10#	10	$ -	$ -
c	15#	25	$ -	$ -
d	20#	25	$ -	$ -
5	**Six year maintenance on ABC and BC Fire Extinguishers**			
a	2.5#	25	$ -	$ -
b	5-6#	100	$ -	$ -
c	10#	900	$ -	$ -
d	20#	100	$ -	$ -
6	**Hydro test of ABC and BC Fire Extiguishers**			
a	2.5#	10	$ -	$ -
b	5-6#	50	$ -	$ -
c	10#	500	$ -	$ -
d	20#	50	$ -	$ -
7	**Hydro test of Class K Fire Extiguishers**			
a	2.5#	10	$ -	$ -
b	5#	10	$ -	$ -
c	10#	10	$ -	$ -
d	20#	10	$ -	$ -
8	**Parts & Equipment**			
a	Hoses	25	$ -	$ -
b	Gauges, ABC	25	$ -	$ -
c	Gauges, Halon	25	$ -	$ -
d	Nozzles, ABC	10	$ -	$ -
e	Nozzles, Halon	10	$ -	$ -
f	Pull pin	100	$ -	$ -
g	Horn	10	$ -	$ -
l	Handle	10	$ -	$ -
m	Valve stem	125	$ -	$ -
n	Wall bracket	50	$ -	$ -
9	**Wet chemical system repair parts**			
a	Storage tank - 1 1/2 gallons	5	$ 220.00	$ 165.00
b	Storage tank - 3 gallon	5	$ 300.00	$ 225.00
c	Nozzle blow off caps - rubber	300	$ -	$ -
d	Nozzle blow off caps - metal	10	$ -	$ -
e	Detectors	1	$ -	$ -
f	Cartridges - Ansul	10	$ 300.00	$ 225.00
g	Fusible links	200	$ -	$ -
h	Corner elbows	10	$ -	$ -
10	**Additional equipment**			
a	Remote manual pull station	1	$ 150.00	$ 112.50
b	Mechanical gas valve	1	$ 400.00	$ 300.00
c	Electrical gas valve	1	$ 600.00	$ 450.00
d	Pressure switch	1	$ -	$ -
e	Electrical switch for automatic equipment	1	$ 20.00	$ 15.00
f	Gas line shut off	1	$ -	$ -
11	**New Fire Extiguishers**			
a	ABC 2.5#	10	$ 30.00	$ 22.50
b	ABC 4#	10	$ 45.00	$ 33.75
c	ABC 5-6#	10	$ 45.00	$ 33.75
d	ABC 10#	10	$ 60.00	$ 45.00
e	ABC 20#	10	$ 120.00	$ 90.00
f	BC 4#	10	$ 40.00	$ 30.00
g	BC 5#	10	$ 40.00	$ 30.00
h	BC 10#	10	$ 60.00	$ 45.00
I	BC 20#	10	$ 120.00	$ 90.00
j	CO2 4#	10	$ -	$ -
k	CO2 5#	10	$ 150.00	$ 112.50
l	CO2 10#	10	$ 200.00	$ 150.00
m	CO2 20#	10	$ 280.00	$ 210.00

n	Class K - 2.5#	10	$ 230.00	$ 172.50
12	**Fire System Inspection and Certification**	**63**	$ 300.00	$ 225.00
13	**System Cylinder Hydro Test**			
a	Ansul R102	**36**	$ -	$ -
b	Kidde 25 & 50			$ -
c	Pyro Chem	**22**	$ -	$ -
d	Range Guard			$ -
14	**Recharge System Cylinder**			
a	Ansul 1.5		$ 300.00	$ -
b	Ansul 3.0		$ 500.00	$ -
c	Kidde 25 & 50		$ -	$ -
d	Pyro Chem		$ 500.00	$ -
e	Range Guard		$ 500.00	$ -
				$ -
NORMAL BUSINES HOURS (7:00 AM TO 3:30 PM) REPAIR COST PER HOUR			$ 90.00	$ 67.50
AFTER BUSINESS HOURS (3:30 PM to 7:00 AM) REPAIR COST PER HOUR			$ 120.00	$ 90.00
PARTS MARKUP PERCENTAGE			30%	30%

Company: All Florida Fire Equipment

Signature: See PDF

AGENDA ITEM NO. 11.28

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Bid on Electrical Services, SDMC No. 24-0002-KD, Continued Procurement of Commodity, Estimated in the Amount of $1,000,000.00 Annually

Executive Summary
The District issued an invitation to bid on electrical services. This bid is for services on an hourly basis with a percentage mark up for materials and equipment utilized within the District. Due to the volume of work within the District, it is recommended that the award be made to all responsive and responsible bidders to minimize delay due to scheduling. This bid will be utilized for services and repairs which cannot be accomplished by the District's Maintenance staff.

This proposal is recommended for award to:

- Accurate Power and Technology, Inc., Eustis, Florida, Florida Document No. P05000059556
- Bryan's Electrical Services, Inc., Palmetto, Florida, Florida Document No. P00000114657
- Claxton Electric, Inc., Sarasota, Florida, Florida Document No. H12166
- Richard's Plumbing Repair, Inc., Bradenton, Florida, Florida Document No. L32956
- Synergy Lighting, Inc. DBA Synergy Electric and Lighting, Bradenton, Florida, Florida Document No. P10000000425
- Additional suppliers may be added as needed throughout the contract period.

The requested contract is for the period of July 1, 2023 through June 30, 2024, with two additional one (1) year renewals through June 30, 2026.

Historical Expenditures are as follows:

- Fiscal Year 2021-2022 $784,849.05
- YTD Fiscal Year 2022-2023 $561,194.60

Approval of this proposal and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

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

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

Recommendation
The Superintendent recommends approval of the bid on Electrical Services, SDMC No. 24-0002-KD, continued procurement of commodity, estimated in the amount of $1,000,000.00 annually.

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

Contact
Submitting Departments: Maintenance, Operations & Central Distribution Warehouse Department and

Purchasing Department
Initiated By: Todd Henson and Ruth Gruett

Attachments:
Accurate Power and Technology 240002 Contract of Award Agreement
Bryan's Electrical Services 240002 Contract of Award Agreement
Claxton Electric 240002 Contract of Award Agreement
Richard's Plumbing Repair 240002 Contract of Award Agreement
Synergy 240002 Contract of Award Agreement

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0002-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Accurate Power and Technology, Inc. (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Electrical Services, SDMC No. 24-0002-KD.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **NON-FUNDING:**

5.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **TERMINATION FOR CAUSE AND CONVENIENCE:**

6.1 Termination for Cause—The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by the School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

7. **COMPLIANCE WITH THE SUNSHINE LAW:**

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

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

8.1 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.''

9 **ANTI-DISCRIMINATION**:

9.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

10. **MINORITY, SMALL, AND WOMEN OWNED BUSINESS**:

10.1 School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

11. **FORCE MAJEURE:**

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

12. **GOVERNING LAW:**

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

13 **DAVIS-**BACON ACT:

13.1 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.

14. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

14.1 (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.

15 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**

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

16. **CLEAN AIR ACT:**

16.1 42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. **DEBARMENT AND SUSPENSION:**

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

18. **BYRD ANTI-LOBBYING AMENDMENT:**

18.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:**

19.1 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage

of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

20. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS:**

20.1 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

21. **INDEMNIFICATION:**

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

22. **INSURANCE:**

22.1
a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
    I. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
d. Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
e. Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

23. **COMPLIANCE WITH JESSICA LUNSFORD ACT:**

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

24. **SOVEREIGN IMMUNITY:**

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

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

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

25. **ENTIRE AGREEMENT:**

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

26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

27. ASSIGNMENT:

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

28. **COVID 19**

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

29. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):**

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEECOUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Vendor Disqualifiable Offenses:

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

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0002-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Bryan's Electrical Services, Inc. (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Electrical Services, SDMC No. 24-0002-KD.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **NON-FUNDING:**

5.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **TERMINATION FOR CAUSE AND CONVENIENCE:**

6.1 Termination for Cause—The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by the School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

7. **COMPLIANCE WITH THE SUNSHINE LAW:**

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

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

8.1 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.''

9 **ANTI-DISCRIMINATION**:

9.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

10. **MINORITY, SMALL, AND WOMEN OWNED BUSINESS**:

10.1 School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

11. **FORCE MAJEURE:**

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

12. **GOVERNING LAW:**

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

13 **DAVIS-**BACON ACT:

13.1 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.

14. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

14.1 (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.

15 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**

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

16. **CLEAN AIR ACT:**

16.1 42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. **DEBARMENT AND SUSPENSION:**

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

18. **BYRD ANTI-LOBBYING AMENDMENT:**

18.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:**

19.1 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage

of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

20. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS:**

20.1 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

21. **INDEMNIFICATION:**

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

22. **INSURANCE:**

22.1
a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
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    I. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
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26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

27. ASSIGNMENT:

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

28. **COVID 19**

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

29. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):**

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEECOUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Vendor Disqualifiable Offenses:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
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PURCHASING DEPARTMENT
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Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0002-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Claxton Electric, Inc. (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Electrical Services, SDMC No. 24-0002-KD.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **NON-FUNDING:**

5.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **TERMINATION FOR CAUSE AND CONVENIENCE:**

6.1 Termination for Cause—The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by the School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

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

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8.1 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."

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9.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

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10.1 School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

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

12. **GOVERNING LAW:**

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

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13.1 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.

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

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16.1 42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. **DEBARMENT AND SUSPENSION:**

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

18. **BYRD ANTI-LOBBYING AMENDMENT:**

18.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:**

19.1 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage

of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

20. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS:**

20.1 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

21. **INDEMNIFICATION:**

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

22. **INSURANCE:**

22.1
a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
    I. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
d. Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
e. Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

23. **COMPLIANCE WITH JESSICA LUNSFORD ACT:**

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

24. **SOVEREIGN IMMUNITY:**

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

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

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

25. **ENTIRE AGREEMENT:**

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

26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

27. ASSIGNMENT:

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

28. **COVID 19**

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

29. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):**

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEECOUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Vendor Disqualifiable Offenses:

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

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0002-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Richard's Plumbing Repair, Inc. (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Electrical Services, SDMC No. 24-0002-KD.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

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18.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:**

19.1 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage

of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

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

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

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25. **ENTIRE AGREEMENT:**

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

26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

27. ASSIGNMENT:

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

28. **COVID 19**

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

29. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):**

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

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

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

CONTRACTOR E-VERIFY NUMBER:

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEECOUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Vendor Disqualifiable Offenses:

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

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0002-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Synergy Lighting, Inc. DBA Synergy Electric and Lighting (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Electrical Services, SDMC No. 24-0002-KD.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **NON-FUNDING:**

5.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **TERMINATION FOR CAUSE AND CONVENIENCE:**

6.1 Termination for Cause—The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by the School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

7. **COMPLIANCE WITH THE SUNSHINE LAW:**

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

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

8.1 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."

9 **ANTI-DISCRIMINATION**:

9.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

10. **MINORITY, SMALL, AND WOMEN OWNED BUSINESS**:

10.1 School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

11. **FORCE MAJEURE:**

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

12. **GOVERNING LAW:**

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

13 **DAVIS-**BACON ACT:

13.1 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.

14. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

14.1 (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.

15 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**

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

16. **CLEAN AIR ACT:**

16.1 42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

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

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BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

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ADDENDUM A

CONTRACTOR INFORMATION FORM

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TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEECOUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Vendor Disqualifiable Offenses:

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

AGENDA ITEM NO. 11.29

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval to Advertise a Request for Qualifications (RFQ) for Architect Engineering (AE) and Construction Management (CM) at Risk Services for Palma Sola Elementary Campus Renovations and Partial Replacement

Executive Summary
The District is requesting approval to place legal advertisements in the Bradenton Herald to run for three (3) consecutive weeks to announce the Request for Qualifications (RFQ) of Architect Engineering (AE) Services and Construction Management (CM) at Risk Services for Palma Sola Elementary Campus Renovations and Partial Replacement.

Palma Sola Elementary Renovation**:**

Scope: Renovation Building 18/Demolition and Replacement Building 1-17
Total Project Budget: $29 million
Advertising Dates: 7/2/2023, 7/9/2023 and 7/16/2023
High-level Schedule: Design Complete TBD/Construction Complete TBD

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

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

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

Recommendation
The Superintendent recommends approval to advertise a Request for Qualifications (RFQ) for Architect Engineering (AE) and Construction Management (CM) at Risk Services for Palma Sola Elementary Campus renovations and partial replacement.

Financial Impact
No financial impact.

Contact
Submitting Department: Purchasing
Initiated By: Ruth Gruett

AGENDA ITEM NO. 11.30

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Bid on Charter Bus Services, SDMC No. 24-0001-KD, Continued Procurement of Commodity, Estimated in the Amount of $1,000,000.00 Annually.

Executive Summary
The District issued an invitation to bid for Charter Bus Services. Schools and departments utilize these services for field trips, athletic events, and other trips that occur throughout the year. A variation of bus sizes are utilized to accommodate the specified trip. The schools and departments may utilize any of the awarded suppliers for their intended trip.

This bid is recommended for award to:

- All Around Charters, Inc., Nokomis, Florida, Florida Document No. P97000090405
- Dolphin Transportation Specialists, Inc. DBA Sarasota Coach Lines, Naples/Sarasota, Florida, Florida Document Nos. P03000006541/P04000104875
- Dynamic Tours and Transportation, Inc., Orlando, Florida, Florida Document No. S33346
- Escot Bus Lines, LLC, Largo, Florida, Florida Document No. L04000020953
- First Class Coach Company, Inc. DBA Martz Group, St. Petersburg, Florida, Florida Document No. J15125
- Florida Trails, Inc. DBA Annett Bus Lines, Sebring, Florida, Florida Document No. F57327
- Jet Set Line Inc., Orlando, Florida, Florida Document No. M51524
- Master's Charter, LLC, Orlando, Florida, Florida Document No. L21000157518
- Maze Transportation, LLC, Davenport, Florida, Florida Document No. L16000204579
- Motorcoach Class A Transportation, Inc (MCA Transportation), Orlando, Florida, Florida Document No. P04000068874
- Nemo Express Tours, LLC, Tampa, Florida, Florida Document No. L13000112100
- Phoenix Bus, Inc., Orlando, Florida, Florida Document No. P08000045979
- Pico Bros Company, LLC, Orlando, Florida, Florida Document No. L18000072112
- Small World Tours and Cruises, Inc., Haines City, Florida, Florida Document No. L53652
- Windstar Lines, Inc., Orlando, Florida, Florida Document No. F20000001443
- Additional suppliers may be added as needed throughout the contract period.

The requested contract is for the period of July 1, 2023 through June 30, 2024, with two additional one (1) year renewals through June 30, 2026.

Historical Expenditures are as follows:

- Fiscal Year 2020-2021: $109,743.00
- Fiscal Year 2021-2022: $495,252.83
- YTD Fiscal Year 2022-2023: $861,501.92

Approval of this bid and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and

enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of the bid on Charter Bus Services, SDMC No. 24-0001-KD, continued procurement of commodity, estimated in the amount of $1,000,000.00 annually.

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

Contact
Submitting Departments: Purchasing Department
Initiated By: Ruth Gruett

Attachments:
240001 All Around Charters Unsigned
240001 Dolphin-Sarasota Coach Unsigned
240001 Dynamic Unsigned
240001 Escot Unsigned
240001 First Class-Martz Unsigned
240001 Florida Trails-Annett Unsigned
240001 Jet Set Line Unsigned
240001 Master's Charter Unsigned
240001 Maze Transportation Unsigned
240001 Motorcoach Class A Unsigned
240001 Nemo Express Unsigned
240001 Phoenix Bus, Inc. Unsigned
240001 Pico Bros Unsigned
240001 Small World Unsigned
240001 Windstar Lines Unsigned

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0001-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and All Around Charters, Inc. (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Charter Bus Services, SDMC No. 24-0001-KD.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **NON-FUNDING:**

5.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **TERMINATION FOR CAUSE AND CONVENIENCE:**

6.1 Termination for Cause—The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by the School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

7. **COMPLIANCE WITH THE SUNSHINE LAW:**

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

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

8.1 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."

9 **ANTI-DISCRIMINATION**:

9.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

10. **MINORITY, SMALL, AND WOMEN OWNED BUSINESS**:

10.1 School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

11. **FORCE MAJEURE:**

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

12. **GOVERNING LAW:**

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

13 **DAVIS-BACON ACT:**

13.1 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.

14. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

14.1 (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.

15 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**

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

16. **CLEAN AIR ACT:**

16.1 42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. **DEBARMENT AND SUSPENSION:**

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

18. **BYRD ANTI-LOBBYING AMENDMENT:**

18.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:**

19.1 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage

of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

20. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS:**

20.1 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

21. **INDEMNIFICATION:**

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

22. **INSURANCE:**

22.1
a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
    I. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
d. Liability Insurance in an amount equal to or greater than $5,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
e. Liability Insurance equal to or greater than $5,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

23. **COMPLIANCE WITH JESSICA LUNSFORD ACT:**

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

24. **SOVEREIGN IMMUNITY:**

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

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

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

25. **ENTIRE AGREEMENT:**

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

26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

27. ASSIGNMENT:

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

28. **COVID 19**

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

29. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):**

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE
SIGNATURES:	

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEECOUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Vendor Disqualifiable Offenses:

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

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0001-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Dolphin Transportation Specialists, Inc. DBA Sarasota Coach Lines (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Charter Bus Services, SDMC No. 24-0001-KD

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **NON-FUNDING:**

5.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **TERMINATION FOR CAUSE AND CONVENIENCE:**

6.1 Termination for Cause—The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by the School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

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

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8.1 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."

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9.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

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

12. **GOVERNING LAW:**

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

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13.1 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.

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

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16.1 42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. **DEBARMENT AND SUSPENSION:**

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

18. **BYRD ANTI-LOBBYING AMENDMENT:**

18.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:**

19.1 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage

of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

20. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS:**

20.1 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

21. **INDEMNIFICATION:**

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

22. **INSURANCE:**

22.1
a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
    I. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
d. Liability Insurance in an amount equal to or greater than $5,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
e. Liability Insurance equal to or greater than $5,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

23. **COMPLIANCE WITH JESSICA LUNSFORD ACT:**

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

24. **SOVEREIGN IMMUNITY:**

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

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

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

25. **ENTIRE AGREEMENT:**

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

26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

27. ASSIGNMENT:

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

28. **COVID 19**

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

29. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):**

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:[ ]

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME: [ ]

TELEPHONE NUMBER:[ ]

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEECOUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Vendor Disqualifiable Offenses:

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

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0001-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Dynamic Tours and Transportation, Inc. (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Charter Bus Services, SDMC No. 24-0001-KD.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **NON-FUNDING:**

5.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **TERMINATION FOR CAUSE AND CONVENIENCE:**

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of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

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21. **INDEMNIFICATION:**

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

22. **INSURANCE:**

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a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
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    I. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
d. Liability Insurance in an amount equal to or greater than $5,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
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23.1 The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manateeschools.net.

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

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

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25. **ENTIRE AGREEMENT:**

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

26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

27. ASSIGNMENT:

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

28. **COVID 19**

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEECOUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

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PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0001-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Escot Bus Lines, LLC (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Charter Bus Services, SDMC No. 24-0001-KD.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **NON-FUNDING:**

5.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **TERMINATION FOR CAUSE AND CONVENIENCE:**

6.1 Termination for Cause—The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by the School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

7. **COMPLIANCE WITH THE SUNSHINE LAW:**

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

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

8.1 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."

9 **ANTI-DISCRIMINATION**:

9.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

10. **MINORITY, SMALL, AND WOMEN OWNED BUSINESS**:

10.1 School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

11. **FORCE MAJEURE:**

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

12. **GOVERNING LAW:**

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

13 **DAVIS-BACON ACT:**

13.1 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.

14. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

14.1 (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.

15 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**

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

16. **CLEAN AIR ACT:**

16.1 42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. **DEBARMENT AND SUSPENSION:**

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

18. **BYRD ANTI-LOBBYING AMENDMENT:**

18.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

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SUPPLIER NAME:

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Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0001-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and First Class Coach Company DBA Martz Group (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Charter Bus Services, SDMC No. 24-0001-KD.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **NON-FUNDING:**

5.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **TERMINATION FOR CAUSE AND CONVENIENCE:**

6.1 Termination for Cause—The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by the School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

7. **COMPLIANCE WITH THE SUNSHINE LAW:**

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

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

8.1 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."

9 **ANTI-DISCRIMINATION**:

9.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

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10.1 School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

11. **FORCE MAJEURE:**

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

12. **GOVERNING LAW:**

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

13 **DAVIS-BACON ACT:**

13.1 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.

14. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

14.1 (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.

15 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**

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

16. **CLEAN AIR ACT:**

16.1 42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. **DEBARMENT AND SUSPENSION:**

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

18. **BYRD ANTI-LOBBYING AMENDMENT:**

18.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:**

19.1 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage

of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

20. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS:**

20.1 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

21. **INDEMNIFICATION:**

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

22. **INSURANCE:**

22.1
a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
    I. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
d. Liability Insurance in an amount equal to or greater than $5,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
e. Liability Insurance equal to or greater than $5,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

23. **COMPLIANCE WITH JESSICA LUNSFORD ACT:**

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

24. **SOVEREIGN IMMUNITY:**

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

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

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

25. **ENTIRE AGREEMENT:**

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

26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

27. ASSIGNMENT:

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

28. **COVID 19**

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

29. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):**

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE
SIGNATURES:	

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEECOUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Vendor Disqualifiable Offenses:

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

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0001-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Florida Trails, Inc. DBA Annett Bus Lines (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

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

18. **BYRD ANTI-LOBBYING AMENDMENT:**

18.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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19.1 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage

of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

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

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

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

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25. **ENTIRE AGREEMENT:**

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

26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

27. ASSIGNMENT:

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

28. **COVID 19**

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEECOUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Vendor Disqualifiable Offenses:

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

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0001-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Jet Set Line Inc. (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Charter Bus Services, SDMC No. 24-0001-KD.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **NON-FUNDING:**

5.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **TERMINATION FOR CAUSE AND CONVENIENCE:**

6.1 Termination for Cause—The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by the School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

7. **COMPLIANCE WITH THE SUNSHINE LAW:**

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

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

8.1 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."

9 **ANTI-DISCRIMINATION**:

9.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

10. **MINORITY, SMALL, AND WOMEN OWNED BUSINESS**:

10.1 School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

11. **FORCE MAJEURE:**

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

12. **GOVERNING LAW:**

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

13 **DAVIS-BACON ACT:**

13.1 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.

14. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

14.1 (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.

15 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEECOUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Vendor Disqualifiable Offenses:

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

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0001-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Master's Charter, LLC (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Charter Bus Services, SDMC No. 24-0001-KD.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **NON-FUNDING:**

5.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **TERMINATION FOR CAUSE AND CONVENIENCE:**

6.1 Termination for Cause—The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by the School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

7. **COMPLIANCE WITH THE SUNSHINE LAW:**

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

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

8.1 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."

9 **ANTI-DISCRIMINATION**:

9.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

10. **MINORITY, SMALL, AND WOMEN OWNED BUSINESS**:

10.1 School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

11. **FORCE MAJEURE:**

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

12. **GOVERNING LAW:**

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

13 **DAVIS-BACON ACT:**

13.1 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.

14. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

14.1 (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.

15 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**

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

16. **CLEAN AIR ACT:**

16.1 42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. **DEBARMENT AND SUSPENSION:**

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

18. **BYRD ANTI-LOBBYING AMENDMENT:**

18.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:**

19.1 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage

of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

20. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS:**

20.1 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

21. **INDEMNIFICATION:**

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

22. **INSURANCE:**

22.1
a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
    I. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
d. Liability Insurance in an amount equal to or greater than $5,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
e. Liability Insurance equal to or greater than $5,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

23. **COMPLIANCE WITH JESSICA LUNSFORD ACT:**

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

24. **SOVEREIGN IMMUNITY:**

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

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

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

25. **ENTIRE AGREEMENT:**

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

26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

27. ASSIGNMENT:

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

28. **COVID 19**

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

29. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):**

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEECOUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Vendor Disqualifiable Offenses:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
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- ❖ Section 787.01, relating to kidnapping.
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PURCHASING DEPARTMENT
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CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0001-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Maze Transportation, LLC (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Charter Bus Services, SDMC No. 24-0001-KD.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

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The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
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7.1 The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

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

12. **GOVERNING LAW:**

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

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13.1 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.

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22. **INSURANCE:**

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    I. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
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24. **SOVEREIGN IMMUNITY:**

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

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

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

25. **ENTIRE AGREEMENT:**

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

26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

27. ASSIGNMENT:

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

28. **COVID 19**

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

29. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):**

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE
SIGNATURES:	

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEECOUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Vendor Disqualifiable Offenses:

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

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0001-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Motorcoach Class A Transportation, Inc. (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Charter Bus Services, SDMC No. 24-0001-KD.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **NON-FUNDING:**

5.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **TERMINATION FOR CAUSE AND CONVENIENCE:**

6.1 Termination for Cause—The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by the School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

7. **COMPLIANCE WITH THE SUNSHINE LAW:**

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

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

8.1 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."

9 **ANTI-DISCRIMINATION**:

9.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

10. **MINORITY, SMALL, AND WOMEN OWNED BUSINESS**:

10.1 School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

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

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

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

25. **ENTIRE AGREEMENT:**

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

26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

27. ASSIGNMENT:

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

28. **COVID 19**

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

29. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):**

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEECOUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Vendor Disqualifiable Offenses:

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

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0001-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Nemo Express Tours, LLC (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Charter Bus Services, SDMC No. 24-0001-KD.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **NON-FUNDING:**

5.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **TERMINATION FOR CAUSE AND CONVENIENCE:**

6.1 Termination for Cause—The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by the School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

7. **COMPLIANCE WITH THE SUNSHINE LAW:**

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

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

8.1 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."

9 **ANTI-DISCRIMINATION**:

9.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

10. **MINORITY, SMALL, AND WOMEN OWNED BUSINESS**:

10.1 School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

11. **FORCE MAJEURE:**

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

12. **GOVERNING LAW:**

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

13 **DAVIS-BACON ACT:**

13.1 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.

14. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

14.1 (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.

15 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**

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

16. **CLEAN AIR ACT:**

16.1 42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. **DEBARMENT AND SUSPENSION:**

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

18. **BYRD ANTI-LOBBYING AMENDMENT:**

18.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:**

19.1 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage

of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

20. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS:**

20.1 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

21. **INDEMNIFICATION:**

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

22. **INSURANCE:**

22.1
a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
    I. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
d. Liability Insurance in an amount equal to or greater than $5,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
e. Liability Insurance equal to or greater than $5,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

23. **COMPLIANCE WITH JESSICA LUNSFORD ACT:**

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

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26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

27. ASSIGNMENT:

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

28. **COVID 19**

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

29. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):**

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEECOUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Vendor Disqualifiable Offenses:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
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- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
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PURCHASING DEPARTMENT
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CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0001-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Phoenix Bus, Inc. (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Charter Bus Services, SDMC No. 24-0001-KD.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

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3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **NON-FUNDING:**

5.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **TERMINATION FOR CAUSE AND CONVENIENCE:**

6.1 Termination for Cause—The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by the School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

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

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8.1 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."

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9.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

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12. **GOVERNING LAW:**

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

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13.1 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.

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

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18. **BYRD ANTI-LOBBYING AMENDMENT:**

18.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:**

19.1 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage

of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

20. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS:**

20.1 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

21. **INDEMNIFICATION:**

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

22. **INSURANCE:**

22.1
a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
    I. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
d. Liability Insurance in an amount equal to or greater than $5,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
e. Liability Insurance equal to or greater than $5,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

23. **COMPLIANCE WITH JESSICA LUNSFORD ACT:**

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

24. **SOVEREIGN IMMUNITY:**

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

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

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

25. **ENTIRE AGREEMENT:**

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

26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

27. ASSIGNMENT:

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

28. **COVID 19**

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

29. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):**

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEECOUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Vendor Disqualifiable Offenses:

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

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0001-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Pico Bros Company, LLC (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Charter Bus Services, SDMC No. 24-0001-KD.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **NON-FUNDING:**

5.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **TERMINATION FOR CAUSE AND CONVENIENCE:**

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of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

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21. **INDEMNIFICATION:**

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

22. **INSURANCE:**

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a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
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    I. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
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24.1 The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

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

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

26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEECOUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Vendor Disqualifiable Offenses:

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PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0001-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Small World Tours and Cruises, Inc. (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Charter Bus Services, SDMC No. 24-0001-KD.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **NON-FUNDING:**

5.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **TERMINATION FOR CAUSE AND CONVENIENCE:**

6.1 Termination for Cause—The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by the School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

7. **COMPLIANCE WITH THE SUNSHINE LAW:**

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

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

8.1 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."

9 **ANTI-DISCRIMINATION**:

9.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

10. **MINORITY, SMALL, AND WOMEN OWNED BUSINESS**:

10.1 School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

11. **FORCE MAJEURE:**

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

12. **GOVERNING LAW:**

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

13 **DAVIS-BACON ACT:**

13.1 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.

14. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

14.1 (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.

15 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**

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

16. **CLEAN AIR ACT:**

16.1 42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. **DEBARMENT AND SUSPENSION:**

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

18. **BYRD ANTI-LOBBYING AMENDMENT:**

18.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE
SIGNATURES:	

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	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

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TELEPHONE NUMBER:

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Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0001-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Windstar Lines, Inc. (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Charter Bus Services, SDMC No. 24-0001-KD.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **NON-FUNDING:**

5.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **TERMINATION FOR CAUSE AND CONVENIENCE:**

6.1 Termination for Cause—The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by the School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

7. **COMPLIANCE WITH THE SUNSHINE LAW:**

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

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

8.1 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."

9 **ANTI-DISCRIMINATION**:

9.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

10. **MINORITY, SMALL, AND WOMEN OWNED BUSINESS**:

10.1 School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

11. **FORCE MAJEURE:**

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

12. **GOVERNING LAW:**

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

13 **DAVIS-BACON ACT:**

13.1 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.

14. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

14.1 (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.

15 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**

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

16. **CLEAN AIR ACT:**

16.1 42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. **DEBARMENT AND SUSPENSION:**

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

18. **BYRD ANTI-LOBBYING AMENDMENT:**

18.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:**

19.1 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage

of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

20. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS:**

20.1 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

21. **INDEMNIFICATION:**

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

22. **INSURANCE:**

22.1
a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
    I. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
d. Liability Insurance in an amount equal to or greater than $5,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
e. Liability Insurance equal to or greater than $5,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

23. **COMPLIANCE WITH JESSICA LUNSFORD ACT:**

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

24. **SOVEREIGN IMMUNITY:**

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

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

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

25. **ENTIRE AGREEMENT:**

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

26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

27. ASSIGNMENT:

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

28. **COVID 19**

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

29. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):**

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEECOUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

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

Contractor/Vendor Disqualifiable Offenses:

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

AGENDA ITEM NO. 11.31

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept, and Expend the Title I, Part A, Title I, Part C, Title II, Instructional Support, Title III, ESOL, and Title IV, Student Support for the 2023-2024 School Year, in the Amount of $16,898,232.00

Executive Summary
The following are annual federal entitlement grants:

- Title I - Part A Basic
- Title I - Part C Migrant
- Title II – Support Instruction
- Title III - Part A ESOL
- Title IV – Support

The focus of these grants is high academic achievement, improving teaching and learning, and increasing parent and community involvement for the targeted student populations (economically disadvantaged, migrant, English language learners, immigrant, and homeless students).

To meet this focus, the 2023-2024 grant funds will be used to provide additional highly qualified teachers and non-instructional personnel (teacher assistants, teacher aides, paraprofessionals) to provide differentiated support in reading, writing, math and science during the regular school day, extended day, and extended school year. They will also provide reading coaches, professional development, parent involvement activities, summer programs and supplemental materials and supplies related to implementing these initiatives.

The District is projected to receive grant funds for the selected federal programs in the following amounts:

Title I - Part A: Improving the Academic Achievement of the Disadvantaged - $12,788,029.00
Title I - Part C: Education of Migratory Children - $426,742.00
Title II – Improving the instruction in school - $1,656,475.00
Title III - Part A: English Language Acquisition - $928,702.00
Title IV – Improving student education achievement - $1,098,284.00

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 2
Utilize screening tools and evidence-based programs to support students with substantial reading needs, such as dyslexia

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

Ready For Life | Goal 1

Improve easy access to quality family resources that support student learning

Ready For Life | Goal 3
Provide unique and highly personalized support for English Language Learners

Recommendation
The Superintendents recommends the approval of Title I, Part A, Title I, Part C, Title II, Instructional Support, Title III, ESOL, and Title IV, Student Support for the 2023-2024 school year, in the amount of $16,898,232.00.

Financial Impact
There will be no cost to the general fund. The District is projected to receive grant funds for the selected federal programs in the amount of $16,898,232.00.00 for the 2023-2024 school year.

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

Attachments:
Title I Part A
Title II
Title III, ESOL
Title I Part C-Migrant
Title IV Part A

Title I, Part A

Manatee

Improving Basic Programs Operated by Local Educational Agencies

To provide all students significant opportunity to receive a fair, equitable and high-quality education and to close educational achievement gaps.

Preliminary Allocation	**$12,788,028.95**
Requested Allocation Amount	**$12,788,028.95**
Estimated Roll Forward	**$1,317,229.31**
Total Funds Requested (Including Roll Forward) (sum of allocation and estimated roll)	**$14,105,258.26**

Area of Focus 1	Student Achievement
Area of Focus 2	Parent and Family Engagement
Area of Focus 3	Homeless Education
Area of Focus 4	Neglected and Delinquent Reservation
Area of Focus 5	Early Childhood
Area of Focus 6	Private School
Area of Focus 7	Transportation and Foster Care
Area of Focus 8	College and Career Readiness
Area of Focus 9	Educational Services Funded at the LEA Level
Area of Focus 10	Financial Rewards and Incentives
Area of Focus 11	Administrative Costs, which includes Indirect Costs (Not to exceed 10 percent of the total allocation)

Area of Focus 1: Student Achievement

A. Describe how the LEA will develop and implement a well-rounded Title I, Part A program of instruction to meet the academic needs of all students.

The School District of Manatee County (SDMC) uses the data from the Comprehensive Needs Assessment, along with teacher and parent surveys, to help develop a well-rounded program of instruction that is designed to meet the academic, behavioral, and mental health needs of all students. The Title I, Part A funds are used to provide supplemental instructional materials, rich and varied texts that have been vetted and approved by certified media specialists, tech-related resources, and online programs to support core instruction. Title I, Part A funds are used for resource teachers and paraprofessionals to build background in the

B. Describe how the LEA will identify Title I, Part A students who may be at-risk for academic failure.

The Title I schoolwide schools use multiple data points to determine the needs of students, with special attention to those not meeting the state standards and who may be failing or at risk of failure. This data includes state proficiency progress monitoring, and federal index data, district quarterly assessments diagnostic data, school and classroom-based assessment and observational data The School City and Focus electronic databases help identify students who may be at risk of failure by tracking multiple years of student data, including academic, discipline, and attendance data The data is analyzed regularly at the

C. Describe how the LEA will provide additional educational assistance to individual students the LEA or school determine need help in meeting Florida's challenging academic standards.

In addition to the tiered interventions and differentiated instruction provided throughout the instructional day the School District of Manatee County (SDMC) has a variety of supplemental supports in place to assist students needing additional academic assistance These interventions include tutoring, enrichment and summer school programs for students in our Title I schools Additional supports are provided through Supplemental Academic Instructional (SAI), supplemental millage funds and other Title programs including Early Learning, Title IX, Title I, Parts C and D, Title III and Title IV The district also provides supplemental online

D. Describe how the LEA will identify and implement instruction and other strategies intended to strengthen and improve school conditions for student learning.

The School District of Manatee County uses a continuous improvement cycle to identify the instructional strategies intended to strengthen and improve student learning. The School District of Manatee County's Deputy Superintendent, Executive Directors and Directors meet regularly with school leaders to analyze data and reflect on the instructional practices of each school to identify areas of strength and improvement. The data points are derived from the state, district, school, and program data The schools also look at behavior and attendance data along with teacher evaluations and walk-throughs, to identify students and

E. Describe the LEA's strategy to implement supporting efforts to reduce the overuse of discipline practices that remove students from the classroom. This may include identifying and supporting schools with high rates of discipline, disaggregated by each of the subgroups of students, as identified in section 1111(c)(2).

In order to build safe and welcoming school climates, the School District of Manatee County (SDMC) analyzes discipline data each quarter and shares the data with schools and district leadership. SDMC continues to build the capacity of school-based behavior teams to analyze discipline data and behavioral trends through an ongoing and iterative process. This allows schools to access and analyze school data between district provided report cycles. The continued development of school behavior teams is one of the focus areas of our MTSS-B work. All schools are now expected to have a behavior team that is charged with

F Describe the funded activities that will be implemented to address Area of Focus 1.

Activity 1	Salaries to fund classroom teachers to reduce class size in classrooms (4 FTE= $214,065.60) with large numbers of students at risk of failing; to provide supplemental teacher support (FTE 0.15= $6180.00) to the Core instruction (e.g. build background, increase vocabulary make input comprehensible, reinforce concepts and build conceptual understanding) and provide remediation, accommodations, differentiation, and additional support for Tier 2 and Tier 3 instruction; (12.5 FTE = $650,822.29), benefits for all instructional staff positions =$567,968.28.

Activity 2	Salaries to fund paraprofessionals (aides and assistants) to provide supplemental support to the classroom teachers and small group interventions, Teacher Aides (20.25 FTE = $437,098.57) and Teacher Assistants (4.0 FTE = $119,248.18) and for benefits which are included with all instrucitonal staff's benefits in Activity 1.
Activity 3	Salaries to fund hourly pay for teachers, paraprofessionals, Reading/Math Coaches, School Coordinators, and Student Support Specialists to work before, after Saturday and summer school remediation and enrichment programs that will provide students with the opportunity to master state standards and apply learning, and/or support transitioning students to the next grade level; Teachers (5.0 FTE) = $273,058.50· Reading/Math Coach/School Support Specialists (.33 FTE) = $18,135.00; Paraprofessionals (1 1 FTE) = $22,164.00 and benefits for $74,892.44.
Activity 4	Professional and Technical Services to fund contracts for substitutes for leave of absence for Title 1 funded classroom teachers. The district has hired a third party to provide substitute teachers, so the contract would be to pay for a substitute for absent Title I funded teachers, so students will not miss instructional time= $3264.19
Activity 5	Professional and Technical Services to fund contracts for instructional services for student programs that enhance classroom instruction and student engagement; in-school field trip experiences from local professionals, author's visit, museums, theatres, and science facilities like Mote Marine, Pinellas Reptiles, South Florida Museum, and Jack Hartman = $1,000.00
Activity 6	Fund travel to provide student admission fees for educationally related field trips to Mixon Farms, Sarasota Bay MOSI, South Florida Museum, Manatee Observatory Jungle Gardens, Elephant Park, Glazier Children's Museum, Bishop Planetarium, Big Cat Habitat, Holocaust Museum, Venice Theatre, Tampa Zoo and Aquarium, local farms, libraries, museums, gardens, theatres, parks and preserves, the classrooms at Sea World, Mote Marine, Busch Gardens, EPCOT NASA, iFly BizTown, Circus Arts. Trips to support career and college readiness, AVID, HOSA Leadership Conference, Career and College
Activity 7	Fund tech-related rentals to provide access to supplemental online programs that will increase capacity and skills through practice, remediation, and enrichment to include Reading/Learning A-Z, AR Quiz Readers, Nearpod, Flocabulary Inner Explorer Razz Kids, Reading Eggs, Reading Plus, iXL, Write Score, iReady/Magnetic Toolbox, Study Island-Civics/Science/CCR, Enriching Students Program, USA Test Prep Reading Plus, MOS Practice Test Suite, ACA Test Prep/Brain Buffet, Rocket Math and Reflex Math, Aleks Math, Do the Math, Ramsey Solutions & Other college and career readiness programs;
Activity 8	Fund Communications for postage for notifications, student applications, and classroom activities (i.e pen pals, medical program events, etc.), Postage = $100.00
Activity 9	Fund other purchased services to supplement printing at Title 1 schools. Schools have identified needs that include printing for remediation and enrichment programs, small group interventions, additional practice, supporting texts, progress monitoring assessments, data chats, making input comprehensible, posters for class expectations and rubrics and to support the needs of the additional Title funded personnel. Outside printing services $5,000; District provided printing services for 23 schools $102,096.76
Activity 10	Distribution to Charter Schools for instructional services to students. Funds will be used to provide the following: Supplemental resource teachers and paraprofessionals; hourly pay for teachers to provide before/after/Saturday/summer school remediation and enrichment opportunities to students; professional and technical services for Leader in Me; tech-related rentals for supplemental online programs to build background and vocabulary and provide additional practice remediation and enrichment opportunities to include iReady/Magnetics R&M Imagine Learning, Nearpod, Flocabulary
Activity 11	Purchase supplies critical to supporting additional Title 1 positions, and provide supplemental classroom and student supplies and consumable materials required for remediation and enrichment programs, whole and small group instruction within the core and intervention groups; Classroom supplies include binders, folders, clip boards, materials to support life skills, organizational materials, chart paper paper (copy/notebook/constructions/graph/laminating/journal/composition/bulletin board), pencils, pens, scissors, markers, crayons, tape, glue, scissors, white boards, and sticky notes; flexible
Activity 12	Purchase tech-related supplies such as headphones, mice, keyboards, flash drives, and speakers to support the supplemental online instructional programs and general classroom instruction; Total = $8,967.87
Activity 13	Purchase supplemental textbooks to support literacy math, social studies, and science activities within the classroom, during small group instruction, and in remediation and enrichment programs. Materials include SRA, Top Score, Being a Writer/Readers, Comprehension Strategies Collection, SIPPS, ELSB interventions, Literacy Footprints, phonics supplements, and Making Meaning Reading Kit, along with reference materials and mentor texts to support content, life skills and behavioral programs; Total = $8,555.96
Activity 14	Purchase periodicals to support literacy for core instruction. Titles include Social Studies Weekly Scholastic News, Upfront Magazine, StoryWorks, and Time for Kids; Total = $5,500.00
Activity 15	Purchase Other Materials and Supplies. Schools will purchase content area manipulatives to model concepts that support the standards and a range of classroom library sets for students to use in the classroom and support reading goals and state standards; ACE Supplemental Supplies to support the Cambridge program; TCM Vocabulary Kits and Benchmark Intervention Kits. Total = $29 700.00.
Activity 16	Purchase noncapitalized furniture, fixtures and equipment. Schools will purchase microscopes/telescopes, learning centers/easels/white boards,laminators, and display boards and stands to use in the school/classroom to support student learning and communicate learning goals and progress; Total = $7,147.12.
Activity 17	Salaries for guidance counselors to help students optimize educational opportunities, to counsel students and families, and to work with other staff members to plan and conduct guidance services. (FTE 3 0= $168,386.09)
Activity 18	Salaries for other support personnel to facilitate home-school partnerships and assist with the monitoring of the Title I program through Home School Liaisons at five (5) Title 1 schools; (FTE 5.0) = $146,963.43 and for benefits $58,476.75.
Activity 19	Salaries to pay teachers, other certified personnel (Reading/Math Coaches; School Support Specialists) paraprofessionals, and Other Support Personnel/Clerical (HSL, clerical staff) their hourly rate (NCH) to support parent and family engagement activities outside of the contracted days and/or times. Duties outside of their typical job description may include childcare and translation services; (Teachers FTE 0.6 = $32,448.00· OtherCertified Personnel FTE 0.04 = $2028.00 Paraprofessionals FTE 0.2 = $3672.00 and Other Support Personnel FTE 0 1 = $2660.00) and for the benefits $9,432.85
Activity 20	Fund communications (postage) for school newsletters and notifications to be mailed directly to families; $600.00.
Activity 21	Fund other purchased service (printing) to provide on-going communication between home and school to include agendas for two-way communication and updates on student progress, materials for family activities, and newsletters, Outside printer $5,000.00· District printer service $157.36
Activity 22	Provide supplies, food, and materials to support parent and family engagement activities along with compliance items required for monitoring, including parent guides flash cards, take-home books, folders, binders, and other office supplies; $15,212.27
Activity 23	Salaries to fund classroom teachers and Other Certified Personnel (Reading/Math Coaches) for curriculum planning to enhance student instruction and remediation/enrichment programs, (Teacher FTE 0.2) = $10,530.00· (OCIP FTE 0.1) = $5382.00· and $3802.97 for benefits.
Activity 24	Fund other materials and supplies; teacher instructional manuals (SIPPs, SRA, Champs, Do the Math, Benchmark Intervention) to support supplemental curriculum; Total = $400.00
Activity 25	Salaries for other certified instructional personnel (Reading and Math Coaches) in the Title I schools. Coaches will provide on-going job-embedded professional development to build teacher capacity to increase student achievement; (24.25 FTE) =$1,388,535.95 and benefits = $552,498.46
Activity 26	Salaries to support teachers, Reading/Math Coach and paraprofessionals to participate in on-going facilitated collaborative planning/professional learning to build the capacity of instructional staff to plan and deliver effective lessons, instructional staff will be paid an hourly rate for the professional learning opportunities (teachers FTE 12.5 = $684 606.00 Other Certified-Reading/Math Coaches (FTE .42) = $23 088· and paraprofessionals (FTE 0.1) = $1,944 and $20/hour PL training rates for teachers = $23,880.00 and Other Certified-Coaches = $840.00 and benefits for all hour rates of pay
Activity 27	Provide contracted services for substitutes (~$150.00/day) so teachers can participate in half/full day professional development including analyzing student data to establish appropriate and effective interventions for students not meeting proficiency PD will be based on each school's specific school needs; Total = $56,062.58

Activity 28	Fund in and out of state travel for the administration and instructional staff to attend workshops and conferences based on the needs of the school. Conferences and workshops include the Model Schools Conference, ASCD Leadership Conference, Kagan, Innovative Schools, school improvement related conferences (BSI) instrucitonal coaching conferences/Jim Knight Institute, Harvard Leadership Blue Ribbon School of Excellence Conference, FETC, ECTAC Exceeding Expectations, AVID Summer Conference FASA, Dream Deferred, Preparate, ESEA Conference, AICE/IB, Drop out Prevention, and school
Activity 29	Fund other purchased services (Printing) for professional development sessions; Total = $1,701.45
Activity 30	Provide supplies, including chart paper post-it notes, binders, folders, data labels, and PD/reference books for book studies (Champs, Thinking Maps, PLC, instructional strategies, leadership, counseling/life skills texts) and materials to support professional development; Total = $7,915.23
Activity 31	Provide textbooks for book studies and professional reference materials (school professional libraries for texts that support school goals, instruction, and leadership strategies) Total = $4,071.83
Activity 32	Fund dues and fees for professional development registrations of virtual conferences, like Avid AICE, Catapult, Harvard on-line institute, word study/phonics/foundational literacy skills training, or any virtual conferences listed in activity 33 (when travel is not possible), ASCD membership for identified teachers Total = $16,212.97
Activity 33	Salary to provide other support personnel (Lab Assistant) for supplemental technical support during summer programming; (FTE 1) = $2,000.00 and $478.00 for benefits.
Activity 34	Fund rentals (charter bus transportation) for educational field trips, Total = $29 760 65
Activity 35	Purchase library books to supplement school collections to better support the state standards and allow for more students to access books for school and home reading, research, and practice; $2,000.00
Activity 36	Salaries to fund hourly pay for teachers, paraprofessionals, and coaches to work before, after Saturday and summer school remediation and enrichment programs that will provide students with the opportunity to master state standards and apply learning, and/or support transitioning students to the next grade level; Teachers/Other Certified-Coaches & Support Specialists (1.9 FTE) = $105 200· Paraprofessionals (1.1 FTE) = $22,400 and $26,234.56 for benefits ROLL FORWARD
Activity 37	Fund tech-related rentals to provide access to supplemental online programs that will increase capacity and skill through practice, remediation, and enrichment to include Imagine Learning; Math in Practice; Benchmark Intervention/supplements, Write Score, iReady/Magnetic Toolbox, Edginuity and Reflex Math, electronic student database access, & college and career readiness supports; Total = $50,000 ROLL FORWARD
Activity 38	Purchase supplies critical to supporting additional Title 1 positions, and provide supplemental classroom and student supplies and consumable materials required for remediation and enrichment programs, whole and small group instruction within the core and intervention groups; Classroom supplies include binders, folders, organizational materials, chart paper, paper (copy/notebook/constructions/graph), pencils, pens, markers crayons, tape, glue, scissors, white boards, and sticky notes. Consumable materials include supplemental student workbooks and take-home for Magnetic ELA/Math,
Activity 39	Purchase supplemental textbooks to support literacy math, social studies, and math activities within the classroom, during small group instruction, and in remediation and enrichment programs. Materials include SRA, Top Score, Being a Writer/Readers, Comprehension Strategies Collection, and Making Meaning Reading Kit, Literacy Footprints, Do the Math, SIPPS, along with reference materials and mentor texts to support content, life skills and behavioral programs; and content area manipulative to model concepts that support the standards; Total = $30,000
Activity 40	Purchase Other Materials and Supplies. Purchase manipulatives and classroom book sets for students to use in the classroom and support reading goals and state standards (determined by need); Total = $10,000.00 ROLL FORWARD
Activity 41	Purchase library books to supplement school collections to better support the state standards and allow for more students to access books for school and home reading, research, and practice (approximately $2500.00 per school) $57,500.00 ROLL FORWARD
Activity 42	Fund five (5) school coordinators at five high needs Title I schools to support curriculum, instruction and school improvement efforts; Total = $331,042.47 and $122,750.54 for benefits. ROLL FORWARD
Activity 43	Salaries to support teachers, other certified instructional personnel (reading/math coaches) and paraprofessionals to participate in on-going facilitated collaborative planning to build the capacity of instructional staff to plan and deliver effective lessons; teachers (FTE 0.64) = $16,000 Other certified instructional personnel (reading/math coaches) (FTE 0.2) = $4,800· and paraprofessionals (FTE 0.2) = $4,000.00 and benefits for $5,098.88. ROLL FORWARD
Activity 44	Fund professional and technical services for contracts with consultants to provide professional development for Kagan, Solution Tree PLCs, Literacy Footprints, Heinemann/Do the Math, Benchmark Intervention and Coaching services for pilot schools, SRA, Acaletics, Catapult, and life skills training; Total contracts = $45,000 ROLL FORWARD
Activity 45	Support out of county (in-state) and out of state travel for the Principals, Assistant Principals, Specialists/Coordinators, Teachers, Deans, Counselors, and Reading/Math/Graduation Coaches to attend workshops and conferences based on the needs of the school. Conferences and workshops include the ASCD Leadership Conference, FASA, Innovative Schools, Kagan, ECTAC Exceeding Expectations, Coaching Academy Workshop Jim Knight, Harvard Leadership Institute for Title I Administration, ESEA Conference Profesisonal learning will reflect the District Strategic Plan and school goals. Out-of-county/in-
Activity 46	Provide supplies, including chart paper post-it notes, binders, folders, data labels, consumable texts and materials to support professional development; Total = $20,000 ROLL FORWARD
Activity 47	Fund miscellaneous expense for District School Bus Transportation relating to supplemental remediation and enrichment programs (including summer) and field trips; Total = $30,000.00 ROLL FORWARD
Activity 48	
Activity 49	
Activity 50	

List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	Please use the dropdown to select LEA or School		
5100	120	AOF 1	1	Basic (FEFP K-12)-Classroom Teacher	4	$214,065.60	school		School
5100	120	AOF 1	1	Basic (FEFP K-12)-Classroom Teacher	0.15	$6,180.00	school		School
5100	120	AOF 1	1	Basic (FEFP K-12)-Classroom Teacher	12.5	$650,822.29	school		School

5100	150	AOF 1	2	Basic (FEFP K-12)-Paraprofessional		20.25	$437,098.57	school		School
5100	150	AOF 1	2	Basic (FEFP K 12)-Paraprofessional		4	$119,248.18	school		School
5100	120	AOF 1	3	Basic (FEFP K-12)-Classroom Teacher		5	$273,058.50	school		School
5100	130	AOF 1	3	Basic (FEFP K 12)-Other Certified		0.3	$18,135.00	school		School
5100	150	AOF 1	3	Basic (FEFP K-12)-Paraprofessional		1.1	$22,164.00	school		School
5100	210	AOF 1	1,2	Basic (FEFP K 12)-Retirement			$214,112.20	school		School
5100	210	AOF 1	3	Basic (FEFP K-12)-Retirement			$47,003.63	school		School
5100	220	AOF 1	1,2	Basic (FEFP K-12)-Federal Insurance Contributions Act (FICA)			$109,197.22	school		School
5100	220	AOF 1	3	Basic (FEFP K-12)-Federal Insurance Contributions Act (FICA)			$23,971.85	school		School
5100	230	AOF 1	1,2	Basic (FEFP K-12)-Group Insurance	231	Group Ins. Health	$223,533 13	school		School
5100	230	AOF 1	1,2	Basic (FEFP K-12)-Group Insurance	232	Group Ins. - Life	$3,283.05	school		School
5100	240	AOF 1	1,2	Basic (FEFP K-12)-Workers' Compensation			$17,842.68	school		School
5100	240	AOF 1	3	Basic (FEFP K-12)-Workers' Compensation			$3,916.97	school		School
5100	310	AOF 1	4	Basic (FEFP K-12)-Professional and Technical Services			$3,264.19	school		School
5100	310	AOF 1	5	Basic (FEFP K-12)-Professional and Technical Services			$1,000.00	school		School
5100	330	AOF 1	6	Basic (FEFP K-12)-Travel			$50,828.05	school		School
5100	360	AOF 1	7	Basic (FEFP K-12)-Rentals	369	Tech Related Rentals	$27,558.20	school		School
5100	370	AOF 1	8	Basic (FEFP K-12)-Communications			$100.00	school		School
5100	390	AOF 1	9	Basic (FEFP K-12)-Other Purchased Services			$5,000.00	school		School
5100	390	AOF 1	9	Basic (FEFP K-12)-Other Purchased Services			$102,096.76	school		School
5100	394	AOF 1	10		12	Distributions to Chart	$722,861.87	school		School
5100	510	AOF 1	11	Basic (FEFP K 12)-Supplies			$148,934.86	school		School
5100	519	AOF 1	12	Basic (FEFP K-12)-Technology Related Supplies			$8,967.87	school		School
5100	520	AOF 1	13	Basic (FEFP K-12)-Textbooks			$8,555.96	school		School
5100	530	AOF 1	14	Basic (FEFP K-12)-Periodicals			$5,500.00	school		School
5100	590	AOF 1	15	Basic (FEFP K-12)-Other Materials and Supplies			$29,700.00	school		School
5100	642	AOF 1	16	Basic (FEFP K-12)-Noncapitalized Furniture, Fixtures, and Equipment			$7,147.12	school		School
5100	644	AOF 1	16	Basic (FEFP K-12)-Noncapitalized Computer Hardware			$18,423.34	school		School
5100	640	AOF 1	16	Basic (FEFP K-12)-Furniture, Fixtures, and Equipment	649	Tech FF&E Non-Cap	$6,000.00	school		School
6120	130	AOF 1	17	Guidance Services-Other Certified		3	$168,386.09	school		School
6120	130	AOF 1	17	Guidance Services-Other Certified		0.03	$1,500.00	school		School
6120	210	AOF 1	17	Guidance Services-Retirement			$25,257.91	school		School
6120	220	AOF 1	17	Guidance Services-Federal Insurance Contributions Act (FICA)			$12,881.54	school		School
6120	230	AOF 1	17	Guidance Services-Group Insurance	231	Group Ins. - Health	$26,369.26	school		School
6120	230	AOF 1	17	Guidance Services-Group Insurance	232	Group Ins. Life	$387.29	school		School
6120	240	AOF 1	17	Guidance Services-Workers' Compensation			$2,104.83	school		School
6120	394	AOF 1	10		2	Distributions to Charter	$146,958.50	school		School
6150	160	AOF 1	18	Parental Involvement-Other Support Personnel		5	$146,963.43	school		School
6150	120	AOF 1	19	Parental Involvement-Classroom Teacher		0.6	$32,448.00	school		School
6150	130	AOF 1	19	Parental Involvement-Other Certified		0.04	$2,028.00	school		School
6150	150	AOF 1	19	Parental Involvement-Paraprofessional		0.2	$3,672.00	school		School
6150	160	AOF 1	19	Parental Involvement-Other Support Personnel		0 13	$2,660.00	school		School
6150	210	AOF 1	18	Parental Involvement-Retirement			$22,044.51	school		School
6150	210	AOF 1	19	Parental Involvement-Retirement			$5,920.20	school		School
6150	220	AOF 1	18	Parental Involvement-Federal Insurance Contributions Act (FICA)			$11,242.70	school		School
6150	220	AOF 1	19	Parental Involvement-Federal Insurance Contributions Act (FICA)			$3,019.30	school		School
6150	230	AOF 1	18	Parental Involvement-Group Insurance	231	Group Ins. Health	$23 014.47	school		School
6150	230	AOF 1	18	Parental Involvement-Group Insurance	232	Group Ins. Life	$338.02	school		School
6150	240	AOF 1	18	Parental Involvement-Workers' Compensation			$1,837 04	school		School
6150	240	AOF 1	19	Parental Involvement-Workers' Compensation			$493.35	school		School
6150	370	AOF 1	20	Parental Involvement-Communications			$600.00	school		School
6150	390	AOF 1	21	Parental Involvement-Other Purchased Services			$5,000.00	school		School
6150	390	AOF 1	21	Parental Involvement-Other Purchased Services			$157.36	school		School
6150	394	AOF 1	10		2	- Distributions to Charte	$65,523.73	school		School

6150	510	AOF 1	22	Parental Involvement-Supplies			$15,212.27	school		School
6300	120	AOF 1	23	Instruction and Curriculum Development Services-Classroom Teacher		0.2	$10,530.00	school		School
6300	130	AOF 1	23	Instruction and Curriculum Development Services-Other Certified		0.1	$5,382.00	school		School
6300	210	AOF 1	23	Instruction and Curriculum Development Services-Retirement			$2,386.80	school		School
6300	220	AOF 1	23	Instruction and Curriculum Development Services-			$1,217.27	school		School
6300	240	AOF 1	23	Instruction and Curriculum Development Services-Workers' Compensation			$198.90	school		School
6300	394	AOF 1	10		2	Distributions to Charter	$112,309.92	school		School
6300	590	AOF 1	24	Instruction and Curriculum Development Services-Other Materials and Supplies			$400.00	school		School
6400	130	AOF 1	25	Instructional Staff Training Services-Other Certified		24.25	$1,388,535.95	school		School
6400	120	AOF 1	26	Instructional Staff Training Services-Classroom Teacher		12.45	$684,606.00	school		School
6400	130	AOF 1	26	Instructional Staff Training Services-Other Certified		0.4	$23,088.00	school		School
6400	150	AOF 1	26	Instructional Staff Training Services-Paraprofessional		0.1	$1,944.00	school		School
6400	120	AOF 1	26	Instructional Staff Training Services-Classroom Teacher		0.4	$23,880.00	school		School
6400	130	AOF 1	26	Instructional Staff Training Services-Other Certified		0.02	$840.00	school		School
6400	210	AOF 1	25	Instructional Staff Training Services-Retirement			$208,280.39	school		School
6400	210	AOF 1	26	Instructional Staff Training Services-Retirement			$110,153.70	school		School
6400	220	AOF 1	25	Instructional Staff Training Services-Federal Insurance Contributions Act (FICA)			$106,223.00	school		School
6400	220	AOF 1	26	Instructional Staff Training Services-Federal Insurance Contributions Act (FICA)			$56,178.39	school		School
6400	230	AOF 1	25	Instructional Staff Training Services-Group Insurance	231	Group Ins. Health	$217,444.73	school		School
6400	230	AOF 1	25	Instructional Staff Training Services-Group Insurance	232	Group Ins. Life	$3,193.63	school		School
6400	240	AOF 1	25	Instructional Staff Training Services-Workers' Compensation			$17,356.70	school		School
6400	240	AOF 1	26	Instructional Staff Training Services-Workers' Compensation			$9,179.48	school		School
6400	310	AOF 1	27	Instructional Staff Training Services-Professional and Technical Services			$56,062.58	school		School
6400	310	AOF 1	27	Instructional Staff Training Services-Professional and Technical Services			$23,300.00	school		School
6400	330	AOF 1	28	Instructional Staff Training Services-Travel			$111,120.53	school		School
6400	390	AOF 1	29	Instructional Staff Training Services-Other Purchased Services			$1,701.45	school		School
6400	394	AOF 1	10			Distributions to Charter	$46,215.98	school		School
6400	510	AOF 1	30	Instructional Staff Training Services-Supplies			$7,915.23	school		School
6400	520	AOF 1	31	Instructional Staff Training Services-Textbooks			$4,071.83	school		School
6400	730	AOF 1	32	Instructional Staff Training Services-Dues and Fees			$16,212.97	school		School
6500	160	AOF 1	33	Instructional-Related Technology-Other Support Personnel		0.1	$2,000 00	school		School
6500	210	AOF 1	33	Instructional-Related Technology-Retirement			$300.00	school		School
6500	220	AOF 1	33	Instructional-Related Technology-Federal Insurance Contributions Act (FICA)			$153.00	school		School
6500	240	AOF 1	33	Instructional-Related Technology-Workers' Compensation			$25.00	school		School
7800	790	AOF 1	34	Student Transportation Services-Miscellaneous			$17,444.80	school		School
7800	360	AOF 1	34	Student Transportation Services-Rentals			$29 760 65	school		School
5100	610	AOF 1	35	Basic (FEFP K 12)-Library Books			$2,000.00	School		
5100	120	RF· AOF 1	36	Basic (FEFP K-12)-Classroom Teacher	1.6		$89,200.00	LEA		
5100	130	RF· AOF 1	36	Basic (FEFP K-12)-Other Certified	0.3		$16,000.00	LEA		
5100	150	RF· AOF 1	36	Basic (FEFP K-12)-Paraprofessional	1.1		$22,400.00	LEA		
5100	210	RF· AOF 1	36	Basic (FEFP K 12)-Retirement			$15 197.16	LEA		
5100	220	RF· AOF 1	36	Basic (FEFP K-12)-Federal Insurance Contributions Act (FICA)			$9,761.40	LEA		
5100	240	RF· AOF 1	36	Basic (FEFP K-12)-Workers' Compensation			$1,276.00	LEA		
5100	360	RF· AOF 1	37	Basic (FEFP K-12)-Rentals	369	Tech Related Rentals	$50 000.00	LEA		
5100	510	RF· AOF 1	38	Basic (FEFP K 12)-Supplies			$10 000.00	LEA		
5100	520	RF· AOF 1	39	Basic (FEFP K-12)-Textbooks			$30,000.00	LEA		
5100	590	RF· AOF 1	40	Basic (FEFP K-12)-Other Materials and Supplies			$10,000.00	LEA		
5100	610	RF· AOF 1	41	Basic (FEFP K-12)-Library Books			$57,500.00	LEA		
6300	110	RF· AOF 1	42	Instruction and Curriculum Development Services-Administrator	5		$331,042.47	LEA		
6300	210	RF· AOF 1	42	Instruction and Curriculum Development Services-Retirement			$41,380.31	LEA		
6300	220	RF· AOF 1	42	Instruction and Curriculum Development Services-Federal Insurance Contributions Act (FICA)			$25,324.75	LEA		

6300	230	RF- AOF 1	42	Instruction and Curriculum Development Services-Group Insurance	231 Group Ins. Health	$51,311.58	LEA
6300	230	RF- AOF 1	42	Instruction and Curriculum Development Services-Group Insurance	232 Group Ins. Life	$728.29	LEA
6300	240	RF- AOF 1	42	Instruction and Curriculum Development Services-Workers' Compensation		$4,005.61	LEA
6400	120	RF- AOF 1	43	Instructional Staff Training Services-Classroom Teacher	0.64	$16,000.00	LEA
6400	130	RF- AOF 1	43	Instructional Staff Training Services-Other Certified	0.2	$4,800.00	LEA
6400	150	RF- AOF 1	43	Instructional Staff Training Services-Paraprofessional	0.2	$4,000.00	LEA
6400	210	RF- AOF 1	43	Instructional Staff Training Services-Retirement		$2,953.68	LEA
6400	220	RF- AOF 1	43	Instructional Staff Training Services-Federal Insurance Contributions Act (FICA)		$1,897.20	LEA
6400	240	RF- AOF 1	43	Instructional Staff Training Services-Workers' Compensation		$248.00	LEA
6400	310	RF- AOF 1	44	Instructional Staff Training Services-Professional and Technical Services		$45,000.00	LEA
6400	330	RF- AOF 1	45	Instructional Staff Training Services-Travel	In and out of state	$30,000.00	LEA
6400	510	RF- AOF 1	46	Instructional Staff Training Services-Supplies		$20,000.00	LEA
7800	790	RF- AOF 1	47	Student Transportation Services-Miscellaneous		$30,000.00	LEA
		AOF 1					
		AOF 1					
		AOF 1				

For LEAs with a Total Allocation of $500,000 or greater- Area of Focus 2 budget must reserve at least one percent of the total allocation and allocate a minimum of 90 percent of the one percent directly to schools; not to exceed two percent of the total allocation.

A. Provide a description of how the LEA will address Parent and Family Engagement.

The Title I Department builds the Title I schools' capacity for increasing parent and family engagement programs by providing resources and technical assistance throughout the school year The Title I Department holds regularly scheduled meetings for principals and school-based Parent and Family Engagement Team (PFET) members. These meetings support schools with important timelines, templates, models, and best practices for creating effective family engagement. Additionally they allow for collaboration between schools.

B. Describe the funded activities that will be implemented to address Area of Focus 2.

Activity 1	Salaries to pay hourly rate (NCH) for teachers (FTE .43), paraprofesionals (FTE 0.14) Home School Liaisions (FTE 0.02), clerical (FTE 0.01) and Reading/Math/Graduation Coaches & Guidance Counselors (.03) to support parent and family engagement activities. Duties outside of their typical job description and contracted hours may include childcare and translation services; $28,399.50 and $6,787.49 for benefits.
Activity 2	Provide Tech-Related Rentals for Smore to create electronic school newsletters to communicate school events, classroom news, and other school-related information to parents and families. Total = $160 00
Activity 3	Fund Communication postage efforts between schools and families by mailing home school newsletters; Postage = $3 750.00
Activity 4	Fund other purchased service (printing) to provide on-going communication between home and school to include agendas for two-way communication and updates on student progress, materials for family activities, and newsletters; $32,144.92 outside printer and $13 922.23 district printing services = $46,067.15
Activity 5	Provide supplies, food and materials to support parent and family engagement activities as well as compliance items required for monitoring, including parent guides, flash cards, take-home books, folders, binders, pens, pencils chart paper $28,835.86
Activity 6	Distribution to charter schools for the Parent and Family Engagement Set-Aside to provide printing, materials, supplies, food for parent meetings, agendas and parent folders for two-way home-school communication, postage, tech-related rentals for Smore Newsletter One Call Now and Study Island, Home School Liaisons, translation services, hourly rate to pay teachers for after-school parent events, and parent conference registration to support the Parent and Family Engagement activities outlined in the school Parent and Family Engagement Plans (PFEPs) $22,000.00
Activity 7	Salary I to fund a Title 1 Specialist position to support the district and school level parent and family engagement initiatives; the specialist will work with other departments to meet the needs of the families to support their students at home, assist with the compliance and monitoring needs of the grant, arrange for parent input and focus groups, and align family activities with standards-based instruction, (FTE 1.0) = $67,131.31 and $30,296.36 for benefits.
Activity 8	Salaries to pay hourly rate (NCH) for teachers (FTE .07) paraprofessionals (FTE 0.05) and Home School Liaisions (FTE 0.05) to attend professional learning opportunities on effecitve parent engagement strategies and to facilitate school and Distict sponsored parent and family engagement activities. $6,000.00 and $1,233.60 for benefits.
Activity 9	Funds for contracts for Catapult, Living Tree, Parenting Partners to deliver professional development opportunities to Title I school Parent and Family Engagement Team Members. Total = $6,000.00
Activity 10	Provide tech-related rentals for Parent Institute/Parent Center Web Content and Catapult parent training for parent and family engagement: Total = $3,000.00
Activity 11	Fund other purchased service (printing) to provide print materials for family activities and Parent and Family Engagement Team meetings and trainings for Title I schools; $2,000 outside printer and $999.30 district printing services = $2,999.30
Activity 12	Provide supplies, including food and materials to support parent and family engagement activities, compliance items required for monitoring, and Parent and Family Engagement Team meetings and trainings; $2,500.00
Activity 13	Funds for dues and fees to provide registrations to parent and family engagement conferences for Title I Principals, Assistant Principals, Home School Liaison, Paraprofessional, Parent, Specialist and District Staff = $600.00
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List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	Please use the dropdown to select LEA or School
6150	120	AOF 2	1	Parental Involvement-Classroom Teacher	0.43	$23,663.25	School
6150	130	AOF 2	1	Parental Involvement-Other Certified	0.03	$1,511.25	School
6150	150	AOF 2	1	Parental Involvement-Paraprofessional	0.14	$2,742.00	School
6150	160	AOF 2	1	Parental Involvement-Other Support Personnel	0.02	$363.00	School
6150	160	AOF 2	1	Parental Involvement-Other Support Personnel	0.01	$120.00	School
6150	210	AOF 2	1	Parental Involvement-Retirement		$4,259.93	School
6150	220	AOF 2	1	Parental Involvement-Federal Insurance Contributions Act (FICA)		$2,172.56	School
6150	240	AOF 2	1	Parental Involvement-Workers' Compensation		$355.00	School
6150	360	AOF 2	2	Parental Involvement-Rentals	369 Tech Related Rentals	$160.00	School
6150	370	AOF 2	3	Parental Involvement-Communications		$3 750.00	School
6150	390	AOF 2	4	Parental Involvement-Other Purchased Services		$32,144.92	School
6150	390	AOF 2	4	Parental Involvement-Other Purchased Services		$13,922.23	School
6150	510	AOF 2	5	Parental Involvement-Supplies		$28,835.86	School
6150	394	AOF 2	6		Distribution to Charters	$22,000.00	School
6150	130	AOF 2	7	Parental Involvement-Other Certified	1	$67,131.31	LEA
6150	210	AOF 2	7	Parental Involvement-Retirement		$10 069 70	LEA
6150	220	AOF 2	7	Parental Involvement-Federal Insurance Contributions Act (FICA)		$5,135.55	LEA
6150	230	AOF 2	7	Parental Involvement-Group Insurance		$14,097.58	LEA
6150	230	AOF 2	7	Parental Involvement-Group Insurance		$154.40	LEA
6150	240	AOF 2	7	Parental Involvement-Workers' Compensation		$839.13	LEA
6150	120	AOF 2	8	Parental Involvement-Classroom Teacher	0.07	$4,000.00	LEA
6150	150	AOF 2	8	Parental Involvement-Paraprofessional	0.05	$1,000.00	LEA
6150	160	AOF 2	8	Parental Involvement-Other Support Personnel	0.05	$1,000.00	LEA
6150	210	AOF 2	8	Parental Involvement-Retirement		$714.60	LEA
6150	220	AOF 2	8	Parental Involvement-Federal Insurance Contributions Act (FICA)		$459.00	LEA
6150	240	AOF 2	8	Parental Involvement-Workers' Compensation		$60.00	LEA
6150	310	AOF 2	9	Parental Involvement-Professional and Technical Services		$6,000.00	LEA
6150	360	AOF 2	10	Parental Involvement-Rentals	369 Tech Related Rentals	$3,000.00	LEA
6150	390	AOF 2	11	Parental Involvement-Other Purchased Services		$2,999.30	LEA
6150	510	AOF 2	12	Parental Involvement-Supplies		$2,500.00	LEA
6150	730	AOF 2	13	Parental Involvement-Dues and Fees		$600.00	LEA
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LEA Total (Including Roll Forward)	$119,760.57
School Total (Including Roll Forward)	$136,000.00
Area of Focus 2 Total (Not Including Roll Forward)	$255,760.57
Estimated Roll Forward Total	$0.00
Total Funds Requested (Including Roll Forward)	$255 760.57

Area of Focus 3: Homeless Education

A. Provide a description of how the LEA will address Homeless Education.

The School District of Manatee County (SDMC) coordinates Title IX funds and community partnerships with the Title I, Part A set-aside funds to help meet the needs of students experiencing homelessness. The Homeless Liaison is partially funded through Title I, Part A. The Homeless Liaison trains every department at the district level on the definition of homelessness to ensure all homeless students are properly identified Families can also self-identify on the student enrollment form by filling out the residency questionnaire Once a family has been identified as homeless, the elementary or secondary school case manager contacts

B. Describe the funded activities that will be implemented to address Area of Focus 3.

Activity 1	Salaries for tutors (FTE 0.1) to serve two shelters and two schools having the greatest number of students experiencing homelessness. Each tutor approximately $40.00 per hour (~100 hours), $4,160 and $855.30 for benefits.
Activity 2	Salary for Homeless Education Manager (Social Worker) to provide equitable services to Manatee's students experiencing homelessness; 50% of salary (FTE 0.5) = $31,911.37 and $14,401 60 for benefits.
Activity 3	Salary to pay the hourly rate of pay for the Homeless Education Manager to provide services for the homeless program outside of the contracted salary 2 weeks before and 2 weeks after the start of the contracted term, 4 weeks of hourly pay (FTE 0.09) = $5120.00 and $1,052 67 with benefits.
Activity 4	Fund in-county travel needed to provide essential support for the homeless education program. The Homeless Education Manager will be reimbursed at the district-approved rate of .575 per mile; Estimated mileage = $164.42.
Activity 5	Salary for a Home School Liaison to serve primarily secondary students and their families experiencing homelessness; 100% of salary (FTE 1.0) = $30552.83 and $ 13 788.49 for benefits.
Activity 6	Fund in-county travel needed to provide essential support for the homeless education program. The Home School Liaison will be reimbursed at the district-approved rate of .575 per mile; Estimated mileage = $498.55
Activity 7	Purchase transportation services to provide students experiencing homelessness with busing to and from school when other methods of transport are not available. A local service provide will be contracted for the duration of the school year· note that cost per ride varies by distance and duration of service; Transportation = $2,000.00
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List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	Please use the dropdown to select LEA or School
5100	120	AOF 3	1	Basic (FEFP K-12)-Classroom Teacher	0.1	$4,160.00	LEA
5100	210	AOF 3	1	Basic (FEFP K-12)-Retirement		$495.46	LEA
5100	220	AOF 3	1	Basic (FEFP K-12)-Federal Insurance Contributions Act (FICA)		$318.24	LEA
5100	240	AOF 3	1	Basic (FEFP K-12)-Workers' Compensation		$41.60	LEA
6110	130	AOF 3	2	Attendance and Social Work-Other Certified	0.5	$31,911.37	LEA
6110	130	AOF 3	3	Attendance and Social Work-Other Certified	0.09	$5,120.00	LEA
6110	210	AOF 3	2	Attendance and Social Work-Retirement		$4,786.71	LEA
6110	210	AOF 3	3	Attendance and Social Work-Retirement		$609 79	LEA
6110	220	AOF 3	2	Attendance and Social Work-Federal Insurance Contributions Act (FICA)		$2,441.22	LEA
6110	220	AOF 3	3	Attendance and Social Work-Federal Insurance Contributions Act (FICA)		$391.68	LEA
6110	230	AOF 3	2	Attendance and Social Work-Group Insurance	231 Health	$6,701.39	LEA
6110	230	AOF 3	2	Attendance and Social Work-Group Insurance	232 Life	$73.40	LEA
6110	240	AOF 3	2	Attendance and Social Work-Workers' Compensation		$398.89	LEA
6110	240	AOF 3	3	Attendance and Social Work-Workers' Compensation		$51.20	LEA
6110	330	AOF 3	4	Attendance and Social Work-Travel		$164.42	LEA
6150	160	AOF 3	5	Parental Involvement-Other Support Personnel	1	$30,552.83	LEA
6150	210	AOF 3	5	Parental Involvement-Retirement		$4,582.92	LEA
6150	220	AOF 3	5	Parental Involvement-Federal Insurance Contributions Act (FICA)		$2,337.29	LEA
6150	230	AOF 3	5	Parental Involvement-Group Insurance	231 Health	$6,416.09	LEA
6150	230	AOF 3	5	Parental Involvement-Group Insurance	232 Life	$70.27	LEA
6150	240	AOF 3	5	Parental Involvement-Workers' Compensation		$381.91	LEA
6150	330	AOF 3	6	Parental Involvement-Travel		$498.55	LEA
7800	360	AOF 3	7	Student Transportation Services-Rentals		$2,000.00	LEA
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						LEA Total (Including Roll Forward)	$104,505.23
						School Total (Including Roll Forward)	$0.00
						Area of Focus 3 Total (Not Including Roll Forward)	$104,505.23
						Estimated Roll Forward Total	$0.00
						Total Funds Requested (Including Roll Forward)	$104,505.23

Area of Focus 4: Neglected and Delinquent Reservation

A. If the LEA has an eligible local institution for neglected children and youth, describe how the LEA will use the required Title I, neglected reservation to provide comparable Title I services to such students who do not attend a Title I school.

There are no eligible local institutions for neglected children and youth

B. If the LEA has an eligible local institution for neglected children and youth, describe how the LEA will use Title I, neglected reservation to provide comparable supplementary academic and support services to such students who attend a Title I school (this is in addition to the Title I, Part A services).

There are no eligible local institutions for neglected children and youth.

C. If the LEA is setting aside optional, additional funds for delinquent children and youth in DJJ residential schools and county jails, describe how the LEA will provide comparable Title I services to such students. The services should be separate from Title I, Part D services.

The School District of Manatee County sets aside additional funds to help students in DJJ residential schools and county jails with transition services and supports. The Title I, Part A set-aside will provide at-risk youth with extended school day opportunities for credit recovery through programs like the LIFE Program. The LIFE program is offered after school hours and uses a blended model to provide direct instruction from a FLDOE certified teacher as well as access to an online educational platform. The teacher will be paid through non-contracted hourly agreements outside of the contracted day The LIFE Program II will be housed at

D. Describe the funded activities that will be implemented to address Area of Focus 4.

Activity 1	Salary for teachers (FTE .23) to deliver an extended day credit recovery and transition program that emphasized GED preparation and employability skills. Hourly rate of pay (NCH) will be provided for the additional hours outside of the contract. Salaries = $12,800.00 and $2,631.68 for benefits.
Activity 2	Provide tech-related rentals, like online GED Practice Test, credit recovery programs, and career and college readiness skills to help facilitate the after-school tutoring program and provide additional preparation for the GED and transition to the workplace; Rentals = $2800 00
Activity 3	Provide supplies, including student workbooks and classroom supplies, like chart paper markers, pencils and other office supplies for classroom, remediation, and small group instruction for N&D students; Supplies = $618.98
Activity 4	Salary for a Behavior Specialist (1 0 FTE) to provide teacher and student support to meet the needs of neglected and delinquent students who are failing or at risk of failing. The specialist will provide strategies to teachers and will work with students to help improve behavior attendance, and academic achievement; $60,304.44 and $27,215.40 for benefits.
Activity 5	Partial salary for a Graduation Enhancement Technician (0.25 FTE, 0.75 FTE from TI school allocation) to support students, teachers, and families with attendace concerns as related to N & D students in a Title I Alternative school setting; $14,162.50 and $6,391.54 for benefits
Activity 6	Salaries for the hourly rate of pay for teachers (FTE 1.0) other certified personnel (FTE 0.05) (coaches; student support specialists), and paraprofessionals (0.25) to participate in professional learning/training to build a positive classroom environment, improve classroom management and incerase enagement in teaching and learning. Teachers = $6,000.00 Other Certified= $3,000, Paraprofessionals= $4,000 and $2,672.80 for benefits.
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List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	Please use the dropdown to select LEA or School
5100	120	AOF 4	1	Basic (FEFP K-12)-Classroom Teacher	0.23	$12,800.00	LEA
5100	210	AOF 4	1	Basic (FEFP K-12)-Retirement		$1,524.48	LEA
5100	220	AOF 4	1	Basic (FEFP K-12)-Federal Insurance Contributions Act (FICA)		$979.20	LEA
5100	240	AOF 4	1	Basic (FEFP K-12)-Workers' Compensation		$128.00	LEA
5100	360	AOF 4	2	Basic (FEFP K-12)-Rentals	369 Tech-rentals	$2,800.00	LEA
5100	510	AOF 4	3	Basic (FEFP K-12)-Supplies		$618.98	LEA
6300	130	AOF 4	4	Instruction and Curriculum Development Services-Other Certified	1	$60,304.44	LEA
6300	210	AOF 4	4	Instruction and Curriculum Development Services-Retirement		$9,045.67	LEA
6300	220	AOF 4	4	Instruction and Curriculum Development Services-		$4,613.29	LEA
6300	230	AOF 4	4	Instruction and Curriculum Development Services-Group Insurance	231 Health	$12,663.93	LEA
6300	230	AOF 4	4	Instruction and Curriculum Development Services-Group Insurance	232-Life	$138 70	LEA
6300	240	AOF 4	4	Instruction and Curriculum Development Services-Workers' Compensation		$753.81	LEA
6110	130	AOF 4	5	Attendance and Social Work-Other Certified	0.25	$14,162.50	LEA
6110	210	AOF 4	5	Attendance and Social Work-Retirement		$2,124.38	LEA
6110	220	AOF 4	5	Attendance and Social Work-Federal Insurance Contributions Act (FICA)		$1,083.43	LEA
6110	230	AOF 4	5	Attendance and Social Work-Group Insurance	231 Health	$2,974.13	LEA
6110	230	AOF 4	5	Attendance and Social Work-Group Insurance	232- Life	$32.57	LEA
6110	240	AOF 4	5	Attendance and Social Work-Workers' Compensation		$177.03	LEA
6400	120	AOF 4	6	Instructional Staff Training Services-Classroom Teacher	0.1	$6,000.00	LEA

6400	130	AOF 4	6	Instructional Staff Training Services-Other Certified	0.05	$3,000.00	LEA
6400	150	AOF 4	6	Instructional Staff Training Services-Paraprofessional	0.2	$4,000.00	LEA
6400	210	AOF 4	6	Instructional Staff Training Services-Retirement		$1,548.30	LEA
6400	220	AOF 4	6	Instructional Staff Training Services-Federal Insurance Contributions Act (FICA)		$994.50	LEA
6400	240	AOF 4	6	Instructional Staff Training Services-Workers' Compensation		$130.00	LEA
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E. Describe how the LEA will assist parents in effectively transitioning their preschool children to kindergarten.

As soon as our Title I prekindergarten and kindergarten students enroll in one of our SDMC school programs, they are enrolled in the Soar in 4 Program which provides each Title I student with Kindergarten and Pre-K readiness take-home materials. We also invite Title I families to Soar in 4 events which focus on educational learning engagements facilitated by expert educators and provide instructional resources for the families. Our facilitators model how to play with and talk to their children in ways that will improve the children's knowledge and proficiency, as they introduce S.T R.E.A.M learning concepts that align with the

F. In the Title I blended preschool chart, enter information regarding other early childhood programs that are blended TIPA early childhood programs.

Title I Program Blended with:	Number of Students served with Title I			Total Number of Students			Describe method which will be used to identify students	Total (Title I, Part A) funds used
	Age 3	Age 4	Age 5	Age 3	Age 4	Age 5		
Early Head Start/ Head Start/ Migrant and Seasonal Head Start								
Home Instruction for Parents of Preschool Youngsters (HIPPY)								
LEA Migrant Preschool Program								
Prekindergarten Program for Children with Disabilities	105	167	5	221	346	13	ESE Eligibility Documentation for Prekindergarten ESE services (Eligibility paperwork and IEP)	$828,684.46
Voluntary Prekindergarten (VPK)		261			764		Address verification and need assessment	$780,818.21
Other (Please Specify)								
Other (Please Specify)								

G. Describe the funded activities that will be implemented to address Area of Focus 5.

Activity 1	Fund other purchased services to supplement printing for the Title I PreK classrooms. $203.23
Activity 2	Purchase supplies to support the extended day PreK classrooms, and provide supplemental classroom and student supplies and consumable materials to enhance instruciton and provide additional practice to students. Classroom supplies include binders, folders, clip boards, materials to support life skills, organizational materials, chart paper, paper (copy/notebook/constructions/graph/laminating/journal/composition/bulletin board), pencils, pens, scissors, markers, crayons, tape, glue, scissors white boards, and sticky notes. Consumable materials include supplemental student workbooks for
Activity 3	Purchase Other Materials and Supplies. Schools will purchase content area manipulatives to model concepts that support the standards and a range of classroom library sets for students to use in the classroom and support reading goals and state standards, $250.00
Activity 4	Salaries to extend 20 prekindergarten classrooms beyond typical VPK hours to provide supplemental education tying to the Florida Developmental Standards. Eleven Teachers @ .53 FTE Each, 9 Teachers @ .63 FTE Each = $692,271 71, Eleven paraprofessionals @ .53 FTE Each and 9 paraprofessionals @ .63 FTE Each Total = $280041.34 and total benefits = $416,927.84 for teachers and paraprofessionals.
Activity 5	Salaries for Early Learning Specialists to provide classroom Curriculum and Professional Development support with life skills, best instructional practices, data analysis, coaching and the overarching activities critical to successful Title 1 early education classrooms. Two Early Learning Specialists (FTE 2.0) = $148,293.52 and $66924.87 for benefits.
Activity 6	Salaries to support teachers and paraprofessionals to participate in on-going facilitated collaborative planning professional development to build the capacity of instructional staff to plan and deliver effective lessons, teachers (FTE 15.8) = $2400.00 and paraprofessionals (FTE .35) = $1200 00 and $740.16 for benefits.
Activity 7	Salary for the Early Learning Director to oversee the delivery of accessible, equitable, and standards-based education to emergent learners and to provide support to the families of PreK students to better prepare them for school and the transition to Kindergarten 80% of salary (0.8 FTE) = $50,044 17 and $18,556.38 for benefits- ROLL FORWARD
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List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (if applicable)	Amount	Please use the dropdown to select LEA or School
5100	390	AOF 5	1	Basic (FEFP K-12)-Other Purchased Services		$203.23	LEA
5100	510	AOF 5	2	Basic (FEFP K 12)-Supplies		$250.00	LEA
5100	590	AOF 5	3	Basic (FEFP K-12)-Other Materials and Supplies		$250.00	LEA
5500	120	AOF 5	4	Prekindergarten-Classroom Teacher	11 6	$692,271.71	LEA
5500	150	AOF 5	4	Prekindergarten-Paraprofessional	11.6	$280,041.34	LEA
5500	210	AOF 5	4	Prekindergarten-Retirement		$88,264.64	LEA
5500	210	AOF 5	4	Prekindergarten-Retirement		$35 705.27	LEA
5500	220	AOF 5	4	Prekindergarten-Federal Insurance Contributions Act (FICA)		$52,958.79	LEA
5500	220	AOF 5	4	Prekindergarten-Federal Insurance Contributions Act (FICA)		$21,423.16	LEA
5500	230	AOF 5	4	Prekindergarten-Group Insurance	231 Health	$145,377.06	LEA
5500	230	AOF 5	4	Prekindergarten-Group Insurance	231 Health	$58,808.68	LEA
5500	230	AOF 5	4	Prekindergarten-Group Insurance	232 Life	$1,592.22	LEA
5500	230	AOF 5	4	Prekindergarten-Group Insurance	232 Life	$644.10	LEA
5500	240	AOF 5	4	Prekindergarten-Workers' Compensation		$8,653.40	LEA
5500	240	AOF 5	4	Prekindergarten-Workers' Compensation		$3,500.52	LEA
6300	130	AOF 5	5	Instruction and Curriculum Development Services-Other Certified	2	$148,293.52	LEA
6300	210	AOF 5	5	Instruction and Curriculum Development Services-Retirement		$22,244.03	LEA
6300	220	AOF 5	5	Instruction and Curriculum Development Services-		$11,344.45	LEA
6300	230	AOF 5	5	Instruction and Curriculum Development Services-Group Insurance		$31,141.64	LEA
6300	230	AOF 5	5	Instruction and Curriculum Development Services-Group Insurance		$341.08	LEA
6300	240	AOF 5	5	Instruction and Curriculum Development Services-Workers' Compensation		$1,853.67	LEA

6400	120	AOF 5	6	Instructional Staff Training Services-Classroom Teacher	0.04	$2,400.00	LEA
6400	150	AOF 5	6	Instructional Staff Training Services-Paraprofessional	0.06	$1,200.00	LEA
6400	210	AOF 5	6	Instructional Staff Training Services-Retirement		$428.76	LEA
6400	220	AOF 5	6	Instructional Staff Training Services-Federal Insurance Contributions Act (FICA)		$275.40	LEA
6400	240	AOF 5	6	Instructional Staff Training Services-Workers' Compensation		$36.00	LEA
6300	110	RF: AOF 5	7	Instruction and Curriculum Development Services-Administrator	0.8	$96,675.94	LEA
6300	210	RF: AOF 5	7	Instruction and Curriculum Development Services-Retirement		$29,969.54	LEA
6300	220	RF: AOF 5	7	Instruction and Curriculum Development Services-		$7,395.71	LEA
6300	230	RF: AOF 5	7	Instruction and Curriculum Development Services-Group Insurance		$20,301.95	LEA
6300	230	RF: AOF 5	7	Instruction and Curriculum Development Services-Group Insurance		$222.35	LEA
6300	240	RF: AOF 5	7	Instruction and Curriculum Development Services-Workers' Compensation		$1,208.45	LEA
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LEA Total (Including Roll Forward)	$1,765,276.61
School Total (Including Roll Forward)	$0.00
Area of Focus 5 Total (Not Including Roll Forward)	$1,609,502.67
Estimated Roll Forward Total	$155,773.94
Total Funds Requested (Including Roll Forward)	$1,765,276.61

231

☐ If checked, the LEA does not have any eligible participating private schools.

Preliminary Allocation	
$12,788,028.95	
Number of Public CLIF	**Number of Private CLIF**
16223	561
Total CLIF	
16784	
Total Public School Proportion	**Total Private School Proportion**
96.66%	3.34%
Total Public School Allocation	**Total Private School Allocation**
$12,360,909	$427,120

List the LEA's private school Point of Contact

Name:	Megan Johnson
Title:	Title I Coordinator
Phone Number	941 751-6550 x43066
Email Address:	johnson9m@manateeschools.net

A. Provide the timeline and frequency of activities that outline the detailed plan of action for providing timely and meaningful consultation and equitable services to eligible children, parents, and teachers in private school within the LEA's service area.

The School District of Manatee County (SDMC) provides timely and meaningful consultation, and equitable services beginning in the Fall of the year prior to the service year The SDMC offers a Grants Fair in November to allow all Federal Grant programs to provide eligible private schools with information about their programs, and to provide a clearer understanding of the resources available to eligible students.

B. Provide the method used for identifying low-income students for services in private schools.

List the criteria used to identify private school students for Title I educational services as a result of consulting with private school officials.

Provide a description of services (if the LEA is not using a third party contractor). If applicable, clearly identify and describe the services that will be funded with roll forward.

Identification of low-income students: For the 2023-2024 school year SDMC used proportionality to determine the number of private school children from low-income families (CLIF) that reside in participating public school attendance areas. Participating private school officials submit projected student enrollment lists for address eligible students based on the participating public school's attendance areas for the 2023-2024 school year The SDMC private school contact verifies the lists through the District's School Locator Website

C. Explain how the LEA will evaluate the effectiveness and implementation of the services provided to the private school students, their parents, and their teachers. Include how often this evaluation will occur

The Title I private school representative will use qualitative and quantitative data to evaluate the effectiveness and implementation of the student services, professional development and parent and family engagement activities. Within this process, SDMC monitors the effectiveness of the tutoring services by collecting monthly lesson plans, quarterly progress reports and goal setting sheets. Tutors are also observed during tutoring sessions Parent and teacher survey data is collected and analyzed to determine the strengths and areas for improvement for the tutoring program Additionally the Title I private school representative

☑ If checked, the LEA provides services to private school students through a third party contractor and shall complete this section.

D. Indicate the services provided to private school students, their parents, and their teachers through a third-party contractor. If applicable, clearly identify and describe the services that will be funded with roll forward.

Due to teacher and tutor shortages, a third-party tutoring service may be used to assist with filling any vacant tutoring and/or counseling positions for private schools. This contract will include a requirement for state-certified teachers and the execution of the services will be monitored and reviewed by the Title I Department.

E. Describe the funded activities that will be implemented to address Area of Focus 6.

Activity 1	Salary for tutors to support eligible Title 1 students with remediation and core instruction lesson extension in the areas of reading/math 3.3 FTE for multiple tutors to provide services to the seven private schools at least twice a week for 27-32 weeks (includes some summer program hours) = $182,210.00 and $16,216.70 for benefits.
Activity 2	Fund professional and technical services to contract with teachers to provide support to summer school programs focusing on math, reading, writing, and/or STEM for eligible Title 1 students attending one of five designated private schools. Summer programs (providing of services) Total = $49 790.00
Activity 3	Provide tech-related rentals to provide students with access to iXL for identified private schools, Imagine Learning Language and Literacy for I private school. Yearly subscription renewals to iXL and iReady Total = $6897.00
Activity 4	Fund supplies to support remediation during tutoring and extended day/year programs: tutor supplies (writing implements, post-its, mini-whiteboards, notebooks, chart paper manipulatives for concrete representations, workbooks for targeted intervention in math and reading; writing instruments, post-its, mini-whiteboards, notebooks, chart paper, manipulatives for concrete representations, workbooks for targeted intervention in math and reading for summer programs involving STEM, reading and math tutoring; student-selected independent reading books; and SIPPS consumable materials;
Activity 5	Fund tech-related supplies to support the supplemental services to eligible private school students (printer toner headphones, flash drives) $3047.51
Activity 6	Provide periodicals to support reading comprehension and one private school; Total $800 00
Activity 7	Fund other materials and supplies to support the classrooms with large numbers of students failing or at risk of failing; manipulatives, classroom books and instructional materials to support content area instruction, $13,484.22
Activity 8	Fund Non-capitalized furniture, fixtures, and equipment for locking supply cabinets for the Title I tutoring room to keep TI funded supplies separate from other school materials; to supply sensory tables for the Title I tutoring room (items will be purchased only if secured for the eligible students receiving TI services) $3 600.00
Activity 9	Fund Non-capitalized computer hardware to support supplemental instruction for eligible students (ipads with chargers and covers), $1,475 00
Activity 10	Fund dues and fees for field trip registrations for TI funded summer programs; $300 00
Activity 11	Funds for professional and technical services for a third party contractor (Catapult or related company based on quotes/bidding process) to provide counseling services to eligible private school students. $5 000
Activity 12	Fund supplies to support Parent and Family Engagement (PFE) activities in addition to set aside amounts. To support parents in the partnership to prevent summer slide private schools will meet with parents to demonstrate how to use the following materials: Pearson LA and math summer skills workbooks take home books bags and math kits: to build the capacity of parents to support their children with academics at home, private schools will host parent nights using math and science kits. Total = $11,100.00
Activity 13	PFE SET-ASIDE. Fund supplies to support Parent and Family Engagement (PFE) activities (PFE SET-ASIDE) amounts: To support parents in the partnership to prevent summer slide private schools will meet with parents to demonstrate how to use the following materials: Pearson LA and math summer skills workbooks take home books bags and math kits: to build the capacity of parents to support their children with academics at home, private schools will host parent nights using math and science kits Total = $4,271.20
Activity 14	Fund computer software to support a course for teachers/tutors of eligible Title I private school students; $5,800
Activity 15	Fund tech-related rentals for a curriculum planning tool for teachers/tutors; $1,800
Activity 16	Provide professional & technical services for professional development contracts to the Title I teachers to build capacity related to best practices in technology reading, math, and writing to support Title I students in private schools, Cindy Lane, Smekens, Notre Dame PD Catapult, PD Now (Contract not to exceed $3,000.00 per day) Total = $17 075.00
Activity 17	Fund supplies to support professional development (professional books about reading, writing, math, SEL, differentiation, and remote instruction, chart paper post-its, notebooks, writing implements. Total = $6580.00

Activity 18	Professional Development dues and fees: registration fees for teachers to attend virtual training to support students who are not reading on grade level; Orton Gillingham or foundation skills professional development, Smekens comprehension training, IMSE Training. Total = $12,200.00
Activity 19	Funds for professional and technical services for a third party contractor (Catapult or related company based on quotes/bidding process) to provide tutoring, instructional, and counseling services to eligible private school students. $50,000 ROLL FORWARD
Activity 20	Salary to fund the program specialist supporting private schools' teachers, students, and families. The specialist will provide technical assistance, professional learning opportunities, and instructional/programming support to eligible private schools and will monitor the deliverables, including services provided by the tutors and vendors; $30,953.15 and $13,969.15 for benefits. ROLL FORWARD
Activity 21	Fund communication for postage to send required notificaitons and information to private school officials and families as needed, $500.00 ROLL FORWARD
Activity 22	Funds for professional and technical services for a third party contractor (Catapult or related company based on quotes/bidding process) to provide professional learning to teachers and tutors. $30 000 ROLL FORWARD
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Activity 24	
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List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount
5100	120	AOF 6	1	Basic (FEFP K-12)-Classroom Teacher	3.30	$182,210.00
5100	220	AOF 6	1	Basic (FEFP K-12)-Federal Insurance Contributions Act (FICA)		$13,939.07
5100	240	AOF 6	1	Basic (FEFP K 12)-Workers' Compensation		$2,277 63
5100	310	AOF 6	2	Basic (FEFP K-12)-Professional and Technical Services		$49 790.00
5100	310	AOF 6	2	Basic (FEFP K-12)-Professional and Technical Services		$2,500.00
5100	360	AOF 6	3	Basic (FEFP K-12)-Rentals	369 Tech Related Rentals	$6,897.00
5100	510	AOF 6	4	Basic (FEFP K-12)-Supplies		$82,973.37
5100	519	AOF 6	5	Basic (FEFP K-12)-Technology Related Supplies		$3,047.51
5100	530	AOF 6	6	Basic (FEFP K-12)-Periodicals		$800.00
5100	590	AOF 6	7	Basic (FEFP K-12)-Other Materials and Supplies		$13,484.22
5100	642	AOF 6	8	Basic (FEFP K-12)-Noncapitalized Furniture, Fixtures, and Equipment		$3,600.00
5100	644	AOF 6	9	Basic (FEFP K 12)-Noncapitalized Computer Hardware		$1,475.00
5100	730	AOF 6	10	Basic (FEFP K-12)-Dues and Fees		$300.00
6120	310	AOF 6	11	Guidance Services-Professional and Technical Services		$5,000.00
6150	510	AOF 6	12	Parental Involvement-Supplies		$11,100.00
6150	510	AOF 6	13	Parental Involvement-Supplies	Set-Aside	$4,271.20
6300	690	AOF 6	14	Instruction and Curriculum Development Services-Computer Software		$5,800.00
6300	360	AOF 6	15	Instruction and Curriculum Development Services-Rentals	369 Tech Related Rentals	$1,800.00
6400	310	AOF 6	16	Instructional Staff Training Services-Professional and Technical Services		$17,075.00
6400	510	AOF 6	17	Instructional Staff Training Services-Supplies		$6,580.00
6400	730	AOF 6	18	Instructional Staff Training Services-Dues and Fees		$12,200.00
5100	310	RF· AOF 6	19	Basic (FEFP K-12)-Professional and Technical Services		$50,000 00
6300	130	RF· AOF 6	20	Instruction and Curriculum Development Services-Other Certified	0.6	$30,953.15
6300	210	RF· AOF 6	20	Instruction and Curriculum Development Services-Retirement		$4,642.97
6300	220	RF· AOF 6	20	Instruction and Curriculum Development Services-Federal Insurance Contributions Act (FICA)		$2,367.92
6300	230	RF· AOF 6	20	Instruction and Curriculum Development Services-Group Insurance	231 Group Ins Health	$6,500.16
6300	230	RF· AOF 6	20	Instruction and Curriculum Development Services-Group Insurance	232- Group Ins Life	$71.19
6300	240	RF· AOF 6	20	Instruction and Curriculum Development Services-Workers' Compensation		$386.91
6300	370	RF· AOF 6	21	Instruction and Curriculum Development Services-Communications		$500 00
6400	310	RF· AOF 6	22	Instructional Staff Training Services-Professional and Technical Services		$30,000.00
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Area of Focus 6 Total (Not Including Roll Forward)	$427,120.00
Estimated Roll Forward Total	$125,422.30
Private School Admin Total	$0.00
Total Funds Requested (Including Roll Forward)	$552,542.30

Area of Focus 7: Transportation and Foster Care

List the LEA s Foster Care Point of Contact

Name:	Lissette Fernandez
Title:	Homeless Education Manager/Social Worker/Homeless & Foster Care Liaison
Phone Number	941 751-6550 x43293
Email Address:	fernandezL@manateeschools.net

Enter the amount of funds the LEA is reserving for this Area of Focus using Title I, Part A funds.

The School District of Manatee County will be reserving 2500 00 to support transportation for students in foster care.

A. Describe the activities that will be implemented to ensure that transportation will be provided to maintain children in foster care in the school of origin unless there is a determination that is not in the child's best interest.

The School District of Manatee County ensures that transportation will be provided to maintain children in foster care in the school of origin by providing multiple transportation services. The enrolling school district will be responsible for providing transportation For charter schools, the district or charter school currently providing transportation for all other students must provide transportation for the student in foster care. These statements are true, even when the student is living outside of the district where the school of origin is located

B. Describe the activities that will be implemented to ensure the successful enrollment and transfer of records of children enrolled in a new school, even if they do not have the required documentation.

The School District of Manatee County (SDMC) ensures that all students are immediately enrolled regardless of missing documentation To ease this transition, the school district and school-based registrars are highly knowledgeable of these procedures and will collaborate with the Foster Care Liaison to mitigate any issues. The Foster Care Liaison is responsible for collecting the necessary documentation needed for the student file and will ensure that the student is immediately enrolled.

C. Describe the activities that will be implemented to ensure the development and implementation of clear, written procedures for how transportation will be provided, arranged, and funded for a child's duration of time in foster care in collaboration with the appropriate Child Welfare Agency (CWA).

The following transportation procedures have been established with the Child Welfare Agency (CWA)

D. Describe the funded activities that will be implemented to address Area of Focus 7

Activity 1	Purchase transportation services to provide students in foster care with transportation when other means are not available according to the agreed upon transportation plan. A local service provider will be contracted for up to $2,500.00 in transportation services during the duration of the school year note that cost per ride varies by distance and duration of services; Reservation = $2,500.00.
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List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	Please use the dropdown to select LEA or School
7800	360	AOF 7	1	Student Transportation Services-Rentals		$2,500 00	LEA
		AOF 7					
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b. Describe the LEA's strategy to support work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, provide academic credit.

Work-based learning is offered to Manatee County students through traditional On-the-Job Training (OJT) connected to a CTE program (I.e. Business or Agriculture) and through Diversified Career Technology (DCT) This offers students an opportunity to learn about the world of work in the classroom and have a job at the same time

C. Describe the funded activities that will be implemented to address Area of Focus 8.

Activity 1	Salaries to fund High School Graduation Coach at a Title I high school to provide intensive support to 9th-12th grade students failing or at-risk of failing with regard to college and career preparedness; Certified instructional personnel (1.0 FTE) = $64,552.81 and $25,685.55 for benefits
Activity 2	Salaries to fund support personnel to provide Graduation Enhancement Technicians (GETs) to mentor students and families to reduce chronic absenteeism rate The GETs will also conduct home-visits, use Check-in/Check-out and provide mentoring to assist students with grade-level and future success, (FTE 16.75) = $852,648.89 and $339,268.99 for benefits (District code)
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List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (if applicable)	Amount	Please use the dropdown to select LEA or School
5100	130	AOF 8	1	Basic (FEFP K 12)-Other Certified	1	$64,552.81	School
5100	210	AOF 8	1	Basic (FEFP K-12)-Retirement		$9,682.92	School
5100	220	AOF 8	1	Basic (FEFP K-12)-Federal Insurance Contributions Act (FICA)		$4,938.29	School
5100	230	AOF 8	1	Basic (FEFP K-12)-Group Insurance	231 Group Ins. Health	$10,108.97	School
5100	230	AOF 8	1	Basic (FEFP K-12)-Group Insurance	232 Group Ins. Life	$148.47	School
5100	240	AOF 8	1	Basic (FEFP K-12)-Workers' Compensation	penny	$806.90	School
6300	160	AOF 8	2	Instruction and Curriculum Development Services-Other Support Personnel	16.75	$852,648.89	School
6300	210	AOF 8	2	Instruction and Curriculum Development Services-Retirement		$127,897.33	School
6300	220	AOF 8	2	Instruction and Curriculum Development Services-		$65 227 64	School
6300	230	AOF 8	2	Instruction and Curriculum Development Services-Group Insurance	231 Group Ins. Health	$133,524.82	School
6300	230	AOF 8	2	Instruction and Curriculum Development Services-Group Insurance	232 Group Ins. Life	$1,961.09	School
6300	240	AOF 8	2	Instruction and Curriculum Development Services-Workers' Compensation		$10,658.11	School
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		AOF 8					
		AOF 8				

		AOF 8					
		AOF 8					

LEA Total (Including Roll Forward)	$0.00
School Total (Including Roll Forward)	$1,282,156.25
Area of Focus 8 Total (Not Including Roll Forward)	$1,282,156.25
Estimated Roll Forward Total	$0.00
Total Funds Requested (Including Roll Forward)	$1,282,156.25

Area of Focus 9: Educational Services Funded at the LEA Level

A. Describe the LEA's strategy for using Title I funds to provide LEA-wide educational services. Include the LEA's points of strength and opportunities for improvement, as well as the data source(s) used.

The School District of Manatee County (SDMC) will provide District level support to the teachers, instructional staff, and leaders in Title I schools. Title I funds will be used to support a full-time specialist to provide instructional and technical assistance to schools with a focus on literacy and engaging instruction Title I funds will also allow for professional learning opportunities for Title I Instructional Coaches, Specialists, Administration, and teachers to improve teaching and learning through instructional coaching conferences and workshops that promote evidence-based practices for teaching and learning. Professional learning will

B. Describe the activities that will be implemented to address Area of Focus 9, if applicable, that will be funded at the LEA level, meaning those to be funded out of the LEA's cost center budget, rather than out of the school allocations.

Activity 1	Fund supplies to support the classrooms with large numbers of students failing or at risk of failing; The supplemental instrucitonal materials will include workbooks to provide additional pratice in core subject areas and other office supplies needed to support the focused instruction; Magnetic Student Practice Books, Vocabulary workbooks, SRA and comprehension workbooks, math and science workbooks; Total = $6,632.65
Activity 2	Fund other materials and supplies to support the classrooms with large numbers of students failing or at risk of failing; manipulatives, classroom books to support content area knowledge aligned with the state standards, Vocabulary Kits, Intervention Kits (TCM Benchmark, EnVision, Curriculum & Associates, National Geographic) Total = $4500.00.
Activity 3	Salary for the State and Feral Programs Specialist to provide supplemental professional development and ongoing classroom support for teachers and paraprofessionals to increase effective implementation of research-based best practices within Title 1 classrooms serving large numbers of students failing or at-risk of failure; 100% of Salary (FTE 1.0) = $63,164.85 and $28,506.30 for benefits.
Activity 4	Salaries to support teachers, other certified instructional personnel (reading/math coaches) and paraprofessionals to participate in on-going facilitated collaborative planning/professional learning to build the capacity of instructional staff to plan and deliver effective lessons; teachers (FTE 0.4) = $20,800.00 and benefits = $4276.48.
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List the detailed activities that will be implemented to address Area of Focus 9, if applicable. The amount reserved for these services must not exceed one percent of the LEA's total allocation.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount
5100	510	AOF 9	1	Basic (FEFP K-12)-Supplies		$6,632.65
5100	590	AOF 9	2	Basic (FEFP K-12)-Other Materials and Supplies		$4,500 00
6300	130	AOF 9	3	Instruction and Curriculum Development Services-Other Certified	1.0	$63,164.85
6300	210	AOF 9	3	Instruction and Curriculum Development Services-Retirement		$9,474.73
6300	220	AOF 9	3	Instruction and Curriculum Development Services-Federal Insurance Contributions Act (FICA)		$4,832 11
6300	230	AOF 9	3	Instruction and Curriculum Development Services-Group Insurance	231 Health	$13,264.62
6300	230	AOF 9	3	Instruction and Curriculum Development Services-Group Insurance	232 Life	$145.28
6300	240	AOF 9	3	Instruction and Curriculum Development Services-Workers' Compensation		$789.56
6400	120	AOF 9	4	Instructional Staff Training Services-Classroom Teacher	0.4	$20,800 00
6400	210	AOF 9	4	Instructional Staff Training Services-Retirement		$2,477.28
6400	220	AOF 9	4	Instructional Staff Training Services-Federal Insurance Contributions Act (FICA)		$1,591.20
6400	240	AOF 9	4	Instructional Staff Training Services-Workers' Compensation		$208.00
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Area of Focus 9 Total (Not Including Roll Forward)	$127,880.28
Estimated Roll Forward Total	$0.00
Total Funds Requested (Including Roll Forward)	$127,880.28

Area of Focus 10: Financial Rewards and Incentives

A. Describe the LEAs strategy for providing financial incentives and rewards to teachers who serve in Title I schools for the purpose of attracting and retaining qualified and effective teachers.

The School District of Manatee County is unable to fund this activity through Title I, Part A but continues to recruit qualified staff through virtual and in-person job fairs. Title I administrators receive leadership training in effective hiring practices, and they are given special consideration, such as early or extended hiring

B. Describe the activities that will be implemented to address Area of Focus 10.

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List the detailed activities that will be implemented to address Area of Focus 10, if applicable.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount
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Activity 11	Provide supplies including paper sticky notes, chart paper markers, notepads, pens, folders, and binders for staff that supports the administration of the Title I, Part A program, estimating = $18,095.94
Activity 12	Funds for technology-related supplies for mice, keyboards, headphones, speakers, and memory storage for Title I related personnel; $1,000.00
Activity 13	Provide dues and fees to purchase memberships for the Title 1 Department, including ASCD and other professional memberships for district Title I staff = $2,879 74.
Activity 14	Indirect Costs at 3 72% Total = $455 030.36
Activity 15	Salary for an Administrative Assistants to provide supplemental administrative support for the Federal Programs Director Coordinator and Specialists, and to maintain grant purchases, records and correspondence (FTE 0.5) = $24,509.82 and $11,061 27 for benefits. ROLL FORWARD
Activity 16	Provide tech-related rentals for the following online subscriptions to assist with the implementation, monitoring, and evaluation of the Title 1, Part A program = 6,000 00 ROLL FORWARD
Activity 17	Funds for other purchased services for printing needs of Title I funded district staff; Total = $4,000.00 ROLL FORWARD
Activity 18	Fund Capitalized ($5,000) and Non-capitalized ($8 000) computer hardware to purchase Chromebook, iPads/tablets (for district level school support) Total =$13,000.00 ROLL FORWARD
Activity 19	Provide Dues and fees to purchase memberships for the Title I Department, including; ECTAC Membership annual district membership FASFEPA dues = $16,000.00 ROLL FORWARD
Activity 20	Indirect Costs at 3 72% Total = $41,435.53 ROLL FORWARD
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List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (if applicable)	Amount
6300	110	AOF 11	1	Instruction and Curriculum Development Services-Administrator	1	$117 629.28
6300	110	AOF 11	2	Instruction and Curriculum Development Services-Administrator	1	$92,016.55
6300	110	AOF 11	3	Instruction and Curriculum Development Services-Administrator	1	$30,319.58
6300	130	AOF 11	4	Instruction and Curriculum Development Services-Other Certified	1.4	$84,421.12
6300	160	AOF 11	5	Instruction and Curriculum Development Services-Other Support Personnel	1.5	$71,993.89
6300	160	AOF 11	6	Instruction and Curriculum Development Services-Other Support Personnel	1.5	$89,287.34
6300	210	AOF 11	1,2,3,4,5,6	Instruction and Curriculum Development Services-Retirement		$94,349.47
6300	220	AOF 11	1,2,3,4,5,6	Instruction and Curriculum Development Services-Federal Insurance Contributions Act (FICA)		$37 153.58
6300	230	AOF 11	1,2,3,4,5,6	Instruction and Curriculum Development Services-Group Insurance	231 Group Ins Health	$101,990.23
6300	230	AOF 11	1,2,3,4,5 6	Instruction and Curriculum Development Services-Group Insurance	232 Group Ins Life	$1,117 04
6300	240	AOF 11	1,2,3,4,5,6	Instruction and Curriculum Development Services-Workers' Compensation		$6,070.85
6300	330	AOF 11	7	Instruction and Curriculum Development Services-Travel		$47,500.00
6300	360	AOF 11	8	Instruction and Curriculum Development Services-Rentals	369 Tech Related Rentals	$22,120.25
6300	370	AOF 11	9	Instruction and Curriculum Development Services-Communications		$500.00
6300	390	AOF 11	10	Instruction and Curriculum Development Services-Other Purchased Services		$5,327 64
6300	510	AOF 11	11	Instruction and Curriculum Development Services-Supplies		$18,095.94
6300	519	AOF 11	12	Instruction and Curriculum Development Services-Technology Related Supplies		$1,000.00
6300	730	AOF 11	13	Instruction and Curriculum Development Services-Dues and Fees		$2,879 74
7200	790	AOF 11	14	General Administration (Superintendent's Office)-Miscellaneous		$455,030.36

6300	160	RF- AOF 11	15	Instruction and Curriculum Development Services-Other Support Personnel		0.5	$24,509.82
6300	210	RF- AOF 11	15	Instruction and Curriculum Development Services-Retirement			$3 676.47
6300	220	RF- AOF 11	15	Instruction and Curriculum Development Services-Federal Insurance Contributions Act (FICA)			$1,875.00
6300	230	RF- AOF 11	15	Instruction and Curriculum Development Services-Group Insurance		231 Group Ins Health	$5 147.06
6300	230	RF- AOF 11	15	Instruction and Curriculum Development Services-Group Insurance		232 Group Ins Life	$56.37
6300	240	RF- AOF 11	15	Instruction and Curriculum Development Services-Workers' Compensation			$306.37
6300	360	RF- AOF 11	16	Instruction and Curriculum Development Services-Rentals		369 Tech Related Rentals	$6,000 00
6300	390	RF- AOF 11	17	Instruction and Curriculum Development Services-Other Purchased Services			$4,000.00
6300	640	RF- AOF 11	18	Instruction and Curriculum Development Services-Furniture, Fixtures, and Equipment		643 and 644 Computer	$13 000.00
6300	730	RF- AOF 11	19	Instruction and Curriculum Development Services-Dues and Fees			$16,000 00
7200	790	RF- AOF 11	20	General Administration (Superintendent's Office)-Miscellaneous			$41,435.53
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LEA Administrative Costs Total (Not Including Roll Forward)	$1,278,802.86
LEA Estimated Roll Forward Total	$116,006.62
LEA Administrative Costs Grand Total Inlcuding Roll Forward	$1,394,809.48
Private School Admin Total	$0.00
Administrative Costs Grand Total (LEA and Private- Not Including Roll Forward)	$1,278,802.86

	Area of Focus	LEA Total (Including Roll Forward)	School Total (Including Roll Forward)	Area of Focus Total (Not Including Roll Forward)	Estimated Roll Forward Area of Focus Total	Area of Focus Grand Total	Percent of Allocation
Area of Focus 1	Student Achievement	$920,026.45	$7,557,203 75	$7,557,203 75	$920,026.45	$8,477,230.20	59.10%
Area of Focus 2	Parent and Family Engagement	$119,760.57	$136,000.00	$255,760.57	$0.00	$255 760.57	1.00%
Area of Focus 3	Homeless Education	$104,505.23	$0.00	$104,505.23	$0 00	$104,505.23	0.82%
Area of Focus 4	Neglected and Delinquent Education	$142,597.34	$0.00	$142,597.34	$0.00	$142,597.34	1.12%
Area of Focus 5	Early Childhood	$1,765,276.61	$0.00	$1,609,502.67	$155 773.94	$1,765,276.61	12.59%
Area of Focus 6	Private School			$427,120.00	$125,422.30	$552,542.30	3.34%
Area of Focus 7	Transportation for Foster Care Children	$2,500.00	$0.00	$2,500.00	$0.00	$2,500 00	0.02%
Area of Focus 8	College and Career Readiness	$0.00	$1,282,156.25	$1,282,156.25	$0.00	$1,282,156.25	10.03%
Area of Focus 9	Educational Services funded at the LEA Level			$127,880.28	$0 00	$127,880.28	1.00%
Area of Focus 10	Financial Rewards and Incentives			$0.00	$0.00	$0.00	0.00%
Area of Focus 11	Administrative Costs, including Indirect Costs **Not to exceed 10 percent of the total allocation	Private Total	$0.00	$1,278,802.86	$116,006.62	$1,394,809.48	10.00%
		LEA Total	$1,278,802.86				
	Grand Totals	$3,054,666.20	$10,254,162.86	$12,788,028.95	$1,317,229.31	$14,105,258.26	100.00%

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Click to return to the top of page.

If requesting less than the preliminary allocation, please provide the LEA's justification.



Elementary and Secondary Education Act (ESEA) Federal Programs

Florida's 2023-24 ESEA Federal Programs Application	
Manatee	
UEI Number	XKGXG94KMH65
Fiscal Contact Information	
Fiscal Contact Name	Catherine Miley Hayden
Title	Director of Finance
Phone Number	941-708-8770 x43111
Contact Email	mileyc@manateeschools.net
Title I, Part A	
Program Contact Name	Latrina Singleton
Title	Federal Programs and Grants Director
Phone Number	941-751-6550 x43347
Contact Email	singleton2L@manateeschools.net
Title I, Part C	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title I, Part D, Subpart 2	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title II, Part A	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title III, Part A	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title IV, Part A	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title V, Part B, Subpart 2	
Program Contact Name	
Title	
Phone Number	
Contact Email	

Florida 2023-24 ESEA Federal Program Assurances

General Assurances (Click here to access documents related to General Assurances)

Assurance 1. The Local Educational Agency (LEA) has on file with the FDOE, Office of the Comptroller, and a signed statement by the agency head certifying applicant adherence to these General Assurances for Participation in State and Federal Programs. The complete text may be found in Section D of the Green Book. The certification of adherence, currently on file with the FDOE Comptroller's Office, shall remain in effect indefinitely. The certification does not need to be resubmitted with this application unless a change occurs in federal or state law, or there are other changes in circumstances affecting a term, assurance, or condition.

Assurance 2: The LEA assures that they will comply with all applicable supplement not supplant requirements under ESEA. [Sections 1118(b), 1304(c)(2), 1415(b), 2301, 3115(g), 4110, 5232 of the Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act of 2015]

Assurance 3: The LEA assures that they will comply with the K12 ESEA Common Federal Program Guidance.

Assurance 4. The LEA assures, as appropriate, that stakeholder collaboration across multiple programs will occur as outlined under ESEA.

Assurance 5: The LEA assures that a comprehensive needs assessment is conducted that takes into account information on the academic achievement of children in relation to the challenging state academic standards.

Assurance 6: The LEA assures that timely and meaningful consultation occurs between LEA and private school officials before any decision that affects the opportunities of eligible private school children, teachers, and other educational personnel to participate in programs subject to equitable participation. [Section 8501(a)(1)]

Assurance 7: The LEA assures they will periodically monitor and evaluate the effectiveness of the activities approved within the program application.

Assurance 8: The LEA assures compliance with all state laws and regulations, including the State Board of Education rules.

Title I, Part A: Improving Basic Programs Operated by Local Educational Agencies

Assurance 1. Migratory Children: The LEA assures that migratory and formerly migratory children who are eligible to receive services under Title I are selected to receive such services on the same basis as other children who are selected to receive services under the Title I program. [Section 1112(c)(1)].

Assurance 2: Private Schools: The LEA assures that it will provide services to eligible children attending private elementary schools and secondary schools per section 1117 and timely and meaningful consultation with private school officials regarding such services unless there are no eligible private schools identified. [Section 1112(c)(2)].

Assurance 3: NAEP: The LEA assures that it will participate, if selected, in the National Assessment of Educational Progress (NAEP) in reading and mathematics in grades 4 and 8 carried out under section 303(b)(3) of the National Assessment of Educational Progress Authorization Act [Section 1112(c)(3)].

Assurance 4: Cross Coordination: The LEA assures that it will coordinate and integrate services provided under Title I with other educational services at the LEA or individual school level, such as services for English learners, children with disabilities, migratory children, American Indian, Alaska Native, and Native Hawaiian children, and homeless children and youths, to increase program effectiveness, eliminate duplication, and reduce fragmentation of the instructional program. [Section 1112(c)(4)].

Assurance 5: Child Welfare Agency Point of Contact: The LEA assures that it will collaborate with the State or local child welfare agency to designate a point of contact if the corresponding child welfare agency notifies the LEA, in writing, that the agency has designated an employee to serve as a point of contact for the LEA. [Section 1112(c)(5)(A)].

Assurance 6: Certification: The LEA assures that all teachers and paraprofessionals working in a program supported with funds under Title I meet applicable state certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification [Section 1112 (c)(6)].

Assurance 7: Early Childhood Education: The LEA assures that in the case the LEA chooses to use Title I, Part A funds to provide early childhood education services to low-income children below the age of compulsory school attendance, such services comply with the performance standards established under section 641A(a) of the Head Start Act [Section 1112(c)(7)].

Assurance 8: Parents Right-To-Know: The LEA assures parents are notified appropriately according to the "Parents Right-To-Know" provision. [Section 1112(e)(1)(A-B)].

Assurance 9: Collaboration: The local educational agency (LEA) assures that its plan was developed with timely and meaningful consultation with teachers, principals, other school leaders, paraprofessionals, specialized instructional support personnel, charter school leaders (in an LEA that has charter schools), administrators (including administrators of programs described in other parts of this Title), other appropriate school personnel, and with parents of children in schools served under Title I. [Section 1112(a)(1)(A)].

Assurance 10: Coordination of Programs: As appropriate, the LEA assures the plan is coordinated with other programs under ESEA, the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), the Rehabilitation Act of 1973 (20 U.S.C. 701 et seq.), the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.), the Workforce Innovation and Opportunity Act (29 U.S.C. 3101 et seq.), the Head Start Act (42 U.S.C. 9831 et seq.), the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11301 et seq.), the Adult Education and Family Literacy Act (29 U.S.C. 3271 et seq.) and other Acts as appropriate. [Section 1112(a)(1)(B)].

Assurance 11. Child Welfare Agency Procedures: The LEA assures they will collaborate with the state or local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged and funded for the duration of the time in foster care. The procedures will: ensure that children in foster care needing transportation to the school of origin will promptly receive transportation in a cost-effective manner and in accordance with section 475(4)(A) of the Social Security Act (42 U.S.C. 675(4)(A)); and ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the LEA will provide transportation to the school of origin if the local child welfare agency agrees to reimburse the LEA for the cost of such transportation; the LEA agrees to pay for the cost of such transportation; or the LEA and the local child welfare agency agree to share the cost of such transportation. [Section 1112(c)(5)(B)]

Assurance 12: Parent Consultation: The LEA assures that in order to receive parent and family engagement funds under section 1116 the agency will conduct outreach to all parents and family members and implement programs, activities, and procedures for the involvement of parents and family members in programs assisted under Title I consistent with section 1116. Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children. [Section 1116(a)(1)].

Assurance 13: School Parent and Family Engagement Policy: The LEA assures that the following requirements outlined in section 1116(b)(1-4) are met: (1) Each school served under this part shall jointly develop with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed on by such parents, that shall describe the means for carrying out the requirements of section 1116 (c-f) and Assurances 11c-f. Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school; (2) If the school has a parent and family engagement policy that applies to all parents and family members, a such school may amend that policy, if necessary, to meet the requirements of this subsection; (3) If the LEA involved has a school district-level parent and family engagement policy that applies to all parents and family members in all schools served by the LEA, such agency may amend that policy if necessary to meet the requirements of this subsection; and (4) If the plan under section 1112 is not satisfactory to the parents of participating children, the LEA shall submit any parent comments with such plan when such LEA submits the plan to the state. [Section 1116(b)]

Assurance 14: Policy Involvement: The LEA assures that each school served under this part shall meet the following requirements outlined in section 1116(c)(1-5) (1) Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under this part and to explain the requirements of this part, and the right of the parents to be involved; (2) offer a flexible number of meetings, such as meetings in the morning or evening, and may provide, with funds provided under this part, transportation, child care, or home visits, as such services relate to parental involvement; (3) involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under this part, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan under section 1114(b)except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children; (4) provide parents of participating children — (A) timely information about programs under this part; (B) a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of Florida's challenging academic standards; and (C) if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible; and (5) if the schoolwide program plan, under section 1114(b), is not satisfactory to the parents of participating children, submit any parent comments on the plan when the school makes the plan available to the LEA. [Section 1116(c)].
Assurance 15: Shared Responsibilities for Student Achievement: The LEA assures that the following requirements outlined in section 1116(d)(1-2) are met: as a component of the school-level parent and family engagement policy developed under subsection (b), each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and how the school and parents will build and develop a partnership to help children achieve Florida's challenging academic standards. Such compact shall — (1) describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the Florida's challenging academic standards, and the ways in which each parent will be responsible for supporting their children's learning, volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time; and (2) address the importance of communication between teachers and parents on an ongoing basis through, at a minimum — (A) parent-teacher conferences in elementary schools, at least annually during which the compact shall be discussed as it relates to the individual child's achievement; (B) frequent reports to parents on their children's progress; (C) reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities; and (D) ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. [Section 1116(d)].
Assurance 16: Building Capacity for Involvement: To assure the effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school, and LEA funded under Title I will meet the provisional requirements as outlined in section 1116(e)(1-5 and 14). [Section 1116(e)].
Assurance 17- Accessibility: In carrying out the parent and family engagement requirements under Title I, LEAs, and schools, to the extent practicable, shall provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 in a format and, in a language such parents understand. [Section 1116(f)]
Assurance 18: Family Engagement in Education Programs: The LEA assures that in a state operating a program under part E of Title IV, each LEA or school that receives assistance under this part shall inform parents and organizations of the existence of the program. [Section 1116(g)].
Assurance 19: Private School Consultation: The LEA assures that after timely and meaningful consultation with appropriate private school officials, it will provide special educational services, instructional services, counseling, mentoring, one-on-one tutoring, or other benefits that address the needs of eligible children identified under section 1115(c); and, ensures that teachers and families of eligible children participate, on an equitable basis, in services and activities according to section 1116. [Section 1117(a)(1)(A) and (B)].
Assurance 20: Private School and LEA Agreement: The LEA assures that after conducting the timely and meaningful consultation with appropriate private school officials, it will submit a copy of the agreement between the LEA and the private school to the FDOE ombudsman in the Office of Grants Management. [Section 1117(b)(1)].
Assurance 21. Affirmation of Agreement: The LEA assures that it will submit to the FDOE ombudsman a written affirmation, signed by officials of each participating private school, that the meaningful consultation required by this section has occurred. The written affirmation shall provide the option for private school officials to indicate such officials' belief that timely and meaningful consultation has not occurred or that the program design is not equitable for eligible private school children. If such officials do not provide such affirmation within a reasonable time, the LEA shall forward the documentation that such consultation has, or attempts at such consultation has taken place to the state educational agency [Section 1117(b)(5)].
Assurance 22: Supplement, Not Supplant Methodology: The LEA assures that it will be in compliance stipulated in paragraph (1) concerning supplement and not supplant requirements. To address this compliance, the LEA assures that it has a methodology used to allocate state and local funds to each school receiving assistance under this part is in place to ensure that such school receives all of the state and local funds it would otherwise receive if it were not receiving assistance under Title I, Part A. [Section 1118(b)(1-2)].
Assurance 23: Public School and Non-Public School Eligibility Survey (PSES/NPSES): The LEA assures they are in compliance with the PSES and NPSES guidelines to properly rank and serve their Public K-12 schools and to determine Title I, Part A equitable proportion of funds. [Sections 1113(a)(3) and 1117(a)(4)]
Assurance 24: English Language Learners (ELLs) Notification Requirements: The LEA assures that it will comply with the requirements outlined in section 1112(e)(3)(A-B)- the use of Title I, Part A and/or Title III funds to provide a language instruction educational program as determined under Title III shall, not later than 30 days after the beginning of the school year, inform parents using the 'Annual Parent Notification Letter' of an English learner identified for participation or participating in such a program. For children who have not been identified as English learners before the beginning of the school year, but are identified as English learners during the such school year, the LEA shall notify the children's parents during the first two weeks of the child being placed in a language instruction educational program using the 'Initial Parent Notification Letter ' [Sections 1112(3)(A) and (B)].
Assurance 25: Comparability- The LEA assures that it will be in compliance with the requirements provided in section 1118(c)(2)(A) to ensure the following comparability requirements are met: an LEA-wide salary schedule; a policy to ensure equivalence among schools in teachers, administrators, and other staff; or a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies. [Section 1118(c)(2)(A)]
Assurance 26: Constitutionally Protected Prayer- The LEA assures they will certify in writing to the Department that no policy of the LEA prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary and secondary schools. An LEA must provide this certification to the Bureau of Federal Educational Programs by October 1 of each year [Section 8524(b)]
Assurance 27- Schoolwide Programs: The LEA will ensure that all schools operating Schoolwide Programs under Title I, Part A will develop and implement a Schoolwide program plan that is developed in compliance with all requirements per Section 1114 (b).
Title I, Part C: Migrant Education Program
Assurance 1. The LEA assures funds for Migrant Education Program (MEP) will be used only for programs and projects, including the acquisition of equipment, under ESEA, section 1306; and to coordinate such programs and projects with similar programs and projects within the state and in other states, as well as with other Federal programs that can benefit migratory children and their families. [Section 1304(c)(1)].
Assurance 2: The LEA assures programs and projects funded for MEP will be carried out in a manner consistent with the objectives of section 1114, subsections (b) and (d) of section 1115, subsections (b) and (c) of section 1118, and Part F [Section 1304(c)(2)]
Assurance 3: The LEA assures that in the planning and operation of programs and projects, there is appropriate consultation with parents of migratory children, including parent advisory councils for programs of at least 1 (one) school year in duration, and that all such programs and projects are carried out in a manner that provides for the same parental involvement as is required for programs and projects under section 1116 unless extraordinary circumstances make such provision impractical; and in a format and language understandable to the parents. [Section 1304(c)(3)].

Assurance 4: The LEA assures that in planning and carrying out such programs and projects, there will be adequate provision for addressing the unmet educational needs of preschool migratory children and migratory children who have dropped out of school. [Section 1304(c)(4)].
Assurance 5: The LEA assures the effectiveness of such programs and projects will be determined, where feasible, using the same standards approaches that will be used to assess the performance of students, schools, and local educational agencies under Title I, Part A. [Section 1304(c)(5)]
Assurance 6: The LEA assures such programs and projects will provide for advocacy and outreach activities for migratory children and their families, to inform such children and families of other education, health, nutrition, and social services to help connect them to such services. [Section 1304(c)(6)].
Assurance 7: The LEA assures that such programs and projects will, to the extent feasible, provide for advocacy and other outreach activities for migratory children and their families, including helping such children and families gain access to other education, health, nutrition, and social services; professional development programs, including mentoring, for teachers and other program personnel; family literacy programs; the integration of information technology into educational and related programs; and programs that facilitate the transition of secondary school students to postsecondary education or employment. [Section 1304(c)(7)].
Assurance 8. The LEA assures they will conduct the transfer of migrant student records according to state-required policies and procedures including actively participating with and meeting all Migrant Student Information Exchange System requirements. [Section 1308(b)(2). 34 Code of Federal Regulations Part 200.85(d)]
Assurance 9: The LEA assures they will assist the state in determining the number of migratory children under Section 1303(a)(1), and the LEA shall give priority to migratory children who have made a qualifying move within the previous 1-year period and who are failing, or most at risk of failing, to meet the challenging State academic standards; or, have dropped out of school. [Section 1304(d). 34 CFR Part 200.89(c). Section 1304(c)(8)].
Assurance 10: The LEA assures they will assist the state to promote interstate and intrastate coordination of services for migratory children, including coordination with other relevant programs and local projects in the state and other states. [Section 1304(b)(3). 34 CFR Part 200.82(b)].
Assurance 11. The LEA assures that a child who ceases to be a migratory child during a school term shall be eligible for services funded through Title I, Part C until the end of such term and may continue to receive such services for one (1) additional school year if comparable services are not available through other programs. Additionally, the LEA assures that migrant students who were eligible for services in secondary school may continue to be served through credit accrual programs until graduation. [ESEA section 1304(e)]."
Title I, Part D, Subpart 2: Neglected and Delinquent Youth
Assurance 1. The LEA assures they shall adhere to the purpose of Section 1420 to provide opportunities for students to meet the same challenging state content standards and student academic achievement standards that all children in Florida are expected to meet. [Sections 1421 and 1425(6)]
Assurance 2: The LEA assures they shall design transitional and supportive programs to meet the needs of children and youth returning to schools within the LEA or other alternative educational programs and assist them in completing their education. [Sections 1422 and 1424].
Assurance 3: The LEA assures they shall, where feasible, involve parents in efforts to improve the educational achievement of their children and prevent further delinquent activities. [Section 1425(8)].
Assurance 4: The LEA assures they shall adhere to the provision of services under section 1423(2) and program requirements under section 1425 for any correctional facility to which the LEA has agreed. [Section 1423]
Assurance 5: The LEA assures they shall evaluate the program not less than once every three years to determine the program's impact on student outcomes. [Section 1431]
Title II, Part A: Supporting Effective Instruction
Assurance 1. The LEA assures they will comply with section 8501 (regarding participation by private school children and teachers). [Section 2102(b)(2)(E)].
Assurance 2: The LEA assures they will coordinate professional development activities authorized under this part with professional development activities provided through other Federal, State, and local programs. [Section 2102(b)(2)(F)].
Assurance 3: The LEA assures they will reduce class size to an evidence-based level, to the extent the State (in consultation with local educational agencies in the State) determines that such evidence is reasonably available, to improve student achievement through the recruiting and hiring of additional effective teachers. [ESSA. Section 2103].
Assurance 4. Collaboration The local educational agency (LEA) assures that, in developing the application, an LEA shall provide meaningful consultation with teachers, principals, other school leaders, paraprofessionals (including organizations representing such individuals), specialized instructional support personnel, charter school leaders (in an LEA that has charter schools), parents, community partners, and other organizations or partners with relevant and demonstrated expertise in programs and activities. [ESEA section 2102(b)(3)]
Assurance 5. Professional Development The LEA assures they will meet the statutory professional development definition as provided in ESEA section 8101(42) or other allowable uses of funds under section 2103(b)(3) of the ESEA.
Title III, Part A: English Language Acquisition, Language Enhancement and Academic Achievement
Assurance 1. The LEA assures that it will comply with section 1112(e) – Parents' Rights-to-know, before, and throughout, each school year as of the date of application. [Section 3116(b)(4)(A)].
Assurance 2: The LEA assures that it is not in violation of any State law, including State constitutional law, regarding the education of English learners, consistent with Sections 3125 and 3126. [Section 3116(b)(4)(B)]
Assurance 3: The LEA assures that each school with English learner (EL) students receives funds from non-Federal sources to fulfill the LEA's obligations under Title IV of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act, before using Title III, Part A funds for languages services to EL students. [Section 3115(g)]
Assurance 4: The LEA assures that, if applicable, it will coordinate activities and share relevant data under its plan with local Head Start and Early Head Start agencies, including migrant and seasonal Head Start agencies, and other early childhood education providers. [Section 3116(b)(4)(D)].
Assurance 5: The LEA assures that it will consult with officials of private schools in a timely and meaningful manner to make available equitable Title III, Part A services to eligible English learners and immigrant children attending private schools located within the LEA s geographical boundaries. [Section 8501].
Assurance 6: The LEA assures that the current ELL population has enough students to generate the $10,000 threshold as indicated in Section 3114. [Section 3114 (c)]
Assurance 7: The LEA assures that not more than 2 percent of the LEA's Title III allocation will be used for the cost of administering the project. [Section 3115 (b)]
Title IV, Part A: Student Support and Academic Enrichment
Assurance 1. The LEA assures that it will prioritize the distribution of funds to schools served by the LEA or consortium of such agencies, that :are among the schools with the greatest needs, as determined by a such LEA, or consortium; have the highest percentages or numbers of children counted under section 1124(c); are identified for comprehensive support and improvement under section 1111(c)(4)(D)(i); are implementing targeted support and improvement plans as described in section 1111(d)(2); or are identified as a persistently dangerous public elementary school or secondary school under section 8532. [Section 4106(e)(2)(A)].
Assurance 2: The LEA assures that it will comply with section 8501 regarding equitable participation by private school children and teachers. [Section 4106(e)(2)(B)]
Assurance 3: With the exception of LEAs outlined in special rule ESEA 4106(f), the LEA assures that it will use not less than 20 percent of funds received under this subpart to support one or more of the activities authorized under section 4107 [Section 4106(e)(2)(C)]
Assurance 4: Except LEAs outlined in the special rule section 4106(f), the LEA assures that it will use not less than 20 percent of funds received under this subpart to support one or more activities authorized under section 4108, coordinate with other schools and community-based services, and promote the involvement of parents. [Section 4106(e)(2)(D)].

Assurance 5: Except LEAs outlined in special rule section 4106(f), the LEA assures that it will use a portion of funds received under this subpart to support one or more activities authorized under section 4109(a), including an assurance that the local educational agency, or consortium of local educational agencies, will comply with section 4109(b). [Section 4106(e)(2)(E)]
Assurance 6: The LEA assures that it will annually report to the State for inclusion in the report described in section 4104(a)(2) how funds are being used under this subpart to meet the requirements of subparagraphs (C) through (E). [Section 4106(e)(2)(F)].
Assurance 7: The LEA assures that the LEA, or consortium of such agencies, shall develop its application through consultation with parents, teachers, principals, other school leaders, specialized instructional support personnel, students, community-based organizations, local government representatives (which may include a local law enforcement agency local juvenile court, local child welfare agency or local public housing agency), Indian tribes or tribal organizations that may be located in the region served by the local educational agency (where applicable), charter school teachers, principals, and other school leaders (if such agency or consortium of such agencies supports charter schools), and others with relevant and demonstrated expertise in programs and activities designed to meet the purpose of this subpart. [Section 4106(c)(1)]

Title V, Part B, Subpart 2: Rural and Low-Income Schools

Assurance 1. The LEA assures that its project funds under Title V, Part B, subpart 2 will be used for any activities authorized under the following ESEA Title programs: Title I, Part A, Title II, Part A, Title III, Part A; Title IV Part A, and parental involvement activities. [Section 5222(a)].
Assurance 2: The LEA assures that its project funds under Subpart 2 will be used to supplement, and not supplant, any other Federal, State, or local education funds. [Section 5232].

Elementary and Secondary Education Act (ESEA) Federal Programs

Florida 2023-24 ESEA Federal Program Applications

Project Application (DOE 100A)

UEI Number *XKGXG94KMH65*

Manatee

Program Name Type an "X" in the green box below for the program(s) in which the LEA is applying for funds.		Project Number	TAPS Number	2023-24 Preliminary Allocation	Requested Allocation	Estimated Roll Forward	Total Funds Requested (Sum of Allocation and Estimated Roll)
	Title I, Part A	410-2124B-4CB01	24A001	$12,788,028.95	$12,788,028 95	$1,317,229 31	$14,105,258 26
	Title I, Part C		24A020	$426,742 00	#REF!		#REF!
	Title I, Part D, Subpart 2		24A009	$204,541 00	#REF!		#REF!
	Title II, Part A		24A011	$1,656,474.96	#REF!	#REF!	#REF!
	Title III, Part A		24A014	$928,702 00	#REF!	#REF!	#REF!
	Title IV, Part A		24A120	$1,098,284 00	#REF!	#REF!	#REF!
	Title V, Part B, Subpart 2		24A007	$0 00	#REF!		#REF!

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

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

Cynthia Saunders

Printed Name of Agency Head

Signature of Agency Head	*Title*	*Date*
Cynthia Saunders (Jun 13, 2023 ... 6 EDT)	Superintendent	6/15/2023

Title I, Part A Summary Budget
DOE 101

Manatee	410-2124B-4CB01	24A001
Name of LEA	Project Number	TAPS Number

Requested Allocation Amount	**$12,788,028.95**
Estimated Roll Forward	**$1,317,229.31**
Total Funds Requested (sum of allocation and estimated roll)	**$14,105,258.26**

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount
5100	120	AOF 1	1	Basic (FEFP K-12)-Classroom Teacher	4	$214,065 60
5100	120	AOF 1	1	Basic (FEFP K-12)-Classroom Teacher	0 15	$6,180 00
5100	120	AOF 1	1	Basic (FEFP K-12)-Classroom Teacher	12.5	$650,822 29
5100	150	AOF 1	2	Basic (FEFP K-12)-Paraprofessional	20 25	$437,098 57
5100	150	AOF 1	2	Basic (FEFP K-12)-Paraprofessional	4	$119,248 18
5100	120	AOF 1	3	Basic (FEFP K-12)-Classroom Teacher	5	$273,058 50
5100	130	AOF 1	3	Basic (FEFP K-12)-Other Certified	0 3	$18,135 00
5100	150	AOF 1	3	Basic (FEFP K-12)-Paraprofessional	1 1	$22,164 00
5100	210	AOF 1	1,2	Basic (FEFP K-12)-Retirement		$214,112 20
5100	210	AOF 1	3	Basic (FEFP K-12)-Retirement		$47,003 63
5100	220	AOF 1	1,2	Basic (FEFP K-12)-Federal Insurance Contributions Act (FICA)		$109,197 22
5100	220	AOF 1	3	Basic (FEFP K-12)-Federal Insurance Contributions Act (FICA)		$23,971 85
5100	230	AOF 1	1,2	Basic (FEFP K-12)-Group Insurance	231 Group Ins. - Health	$223,533 13
5100	230	AOF 1	1,2	Basic (FEFP K-12)-Group Insurance	232 Group Ins. - Life	$3,283 05
5100	240	AOF 1	1,2	Basic (FEFP K-12)-Workers' Compensation		$17,842 68
5100	240	AOF 1	3	Basic (FEFP K-12)-Workers' Compensation		$3,916 97
5100	310	AOF 1	4	Basic (FEFP K-12)-Professional and Technical Services		$3,264 19
5100	310	AOF 1	5	Basic (FEFP K-12)-Professional and Technical Services		$1,000 00
5100	330	AOF 1	6	Basic (FEFP K-12)-Travel		$50,828 05
5100	360	AOF 1	7	Basic (FEFP K-12)-Rentals	369 Tech Related Rentals	$27,558 20
5100	370	AOF 1	8	Basic (FEFP K-12)-Communications		$100 00
5100	390	AOF 1	9	Basic (FEFP K-12)-Other Purchased Services		$5,000 00
5100	390	AOF 1	9	Basic (FEFP K-12)-Other Purchased Services		$102,096 76
5100	394	AOF 1	10		12 - Distributions to Charter	$722,861 87

5100	510	AOF 1	11	Basic (FEFP K-12)-Supplies		$148,934 86
5100	519	AOF 1	12	Basic (FEFP K-12)-Technology Related Supplies		$8,967 87
5100	520	AOF 1	13	Basic (FEFP K-12)-Textbooks		$8,555 96
5100	530	AOF 1	14	Basic (FEFP K-12)-Periodicals		$5,500 00
5100	590	AOF 1	15	Basic (FEFP K-12)-Other Materials and Supplies		$29,700 00
5100	642	AOF 1	16	Basic (FEFP K-12)-Noncapitalized Furniture, Fixtures, and Equipmer		$7,147 12
5100	644	AOF 1	16	Basic (FEFP K-12)-Noncapitalized Computer Hardware		$18,423 34
5100	640	AOF 1	16	Basic (FEFP K-12)-Furniture, Fixtures, and Equipment	649 Tech FF&E Non-Cap	$6,000.00
6120	130	AOF 1	17	Guidance Services-Other Certified	3	$168,386 09
6120	130	AOF 1	17	Guidance Services-Other Certified	0 03	$1,500 00
6120	210	AOF 1	17	Guidance Services-Retirement		$25,257 91
6120	220	AOF 1	17	Guidance Services-Federal Insurance Contributions Act (FICA)		$12,881 54
6120	230	AOF 1	17	Guidance Services-Group Insurance	231 Group Ins - Health	$26,369 26
6120	230	AOF 1	17	Guidance Services-Group Insurance	232 Group Ins. - Life	$387 29
6120	240	AOF 1	17	Guidance Services-Workers' Compensation		$2,104 83
6120	394	AOF 1	10		2 - Distributions to Charter	$146,958 50
6150	160	AOF 1	18	Parental Involvement-Other Support Personnel	5	$146,963.43
6150	120	AOF 1	19	Parental Involvement-Classroom Teacher	0 6	$32,448 00
6150	130	AOF 1	19	Parental Involvement-Other Certified	0 04	$2,028 00
6150	150	AOF 1	19	Parental Involvement-Paraprofessional	0 2	$3,672 00
6150	160	AOF 1	19	Parental Involvement-Other Support Personnel	0 13	$2,660 00
6150	210	AOF 1	18	Parental Involvement-Retirement		$22,044 51
6150	210	AOF 1	19	Parental Involvement-Retirement		$5,920 20
6150	220	AOF 1	18	Parental Involvement-Federal Insurance Contributions Act (FICA)		$11,242 70
6150	220	AOF 1	19	Parental Involvement Federal Insurance Contributions Act (FICA)		$3,019 30
6150	230	AOF 1	18	Parental Involvement-Group Insurance	231 Group Ins - Health	$23,014.47
6150	230	AOF 1	18	Parental Involvement-Group Insurance	232 Group Ins - Life	$338 02
6150	240	AOF 1	18	Parental Involvement-Workers' Compensation		$1,837 04
6150	240	AOF 1	19	Parental Involvement-Workers' Compensation		$493 35
6150	370	AOF 1	20	Parental Involvement-Communications		$600 00
6150	390	AOF 1	21	Parental Involvement-Other Purchased Services		$5,000 00
6150	390	AOF 1	21	Parental Involvement-Other Purchased Services		$157 36
6150	394	AOF 1	10		2 - Distributions to Charter	$65,523 73
6150	510	AOF 1	22	Parental Involvement-Supplies		$15,212 27
6300	120	AOF 1	23	Instruction and Curriculum Development Services-Classroom Tea	0 2	$10,530 00
6300	130	AOF 1	23	Instruction and Curriculum Development Services-Other Certifie	0 1	$5,382 00
6300	210	AOF 1	23	Instruction and Curriculum Development Services-Retirement		$2,386 80

6300	220	AOF 1	23	Instruction and Curriculum Development Services-Federal Insura		$1,217 27
6300	240	AOF 1	23	Instruction and Curriculum Development Services-Workers' Com		$198.90
6300	394	AOF 1	10		2 - Distributions to Charter	$112,309 92
6300	590	AOF 1	24	Instruction and Curriculum Development Services-Other Materia		$400 00
6400	130	AOF 1	25	Instructional Staff Training Services-Other Certified	24.25	$1,388,535 95
6400	120	AOF 1	26	Instructional Staff Training Services-Classroom Teacher	12.45	$684,606 00
6400	130	AOF 1	26	Instructional Staff Training Services-Other Certified	0.4	$23,088 00
6400	150	AOF 1	26	Instructional Staff Training Services-Paraprofessional	0 1	$1,944 00
6400	120	AOF 1	26	Instructional Staff Training Services-Classroom Teacher	0.4	$23,880 00
6400	130	AOF 1	26	Instructional Staff Training Services-Other Certified	0 02	$840 00
6400	210	AOF 1	25	Instructional Staff Training Services-Retirement		$208,280 39
6400	210	AOF 1	26	Instructional Staff Training Services-Retirement		$110,153 70
6400	220	AOF 1	25	Instructional Staff Training Services-Federal Insurance Contributio		$106,223 00
6400	220	AOF 1	26	Instructional Staff Training Services-Federal Insurance Contributio		$56,178 39
6400	230	AOF 1	25	Instructional Staff Training Services-Group Insurance	231 Group Ins. - Health	$217,444 73
6400	230	AOF 1	25	Instructional Staff Training Services-Group Insurance	232 Group Ins - Life	$3,193 63
6400	240	AOF 1	25	Instructional Staff Training Services-Workers' Compensation		$17,356 70
6400	240	AOF 1	26	Instructional Staff Training Services-Workers' Compensation		$9,179.48
6400	310	AOF 1	27	Instructional Staff Training Services-Professional and Technical Se		$56,062 58
6400	310	AOF 1	27	Instructional Staff Training Services-Professional and Technical Se		$23,300 00
6400	330	AOF 1	28	Instructional Staff Training Services-Travel		$111,120 53
6400	390	AOF 1	29	Instructional Staff Training Services-Other Purchased Services		$1,701.45
6400	394	AOF 1	10		Distributions to Charter	$46,215 98
6400	510	AOF 1	30	Instructional Staff Training Services-Supplies		$7,915 23
6400	520	AOF 1	31	Instructional Staff Training Services-Textbooks		$4,071 83
6400	730	AOF 1	32	Instructional Staff Training Services-Dues and Fees		$16,212 97
6500	160	AOF 1	33	Instructional-Related Technology-Other Support Personnel	0 1	$2,000 00
6500	210	AOF 1	33	Instructional-Related Technology-Retirement		$300 00
6500	220	AOF 1	33	Instructional-Related Technology-Federal Insurance Contributions		$153 00
6500	240	AOF 1	33	Instructional-Related Technology-Workers' Compensation		$25 00
7800	790	AOF 1	34	Student Transportation Services-Miscellaneous		$17,444 80
7800	360	AOF 1	34	Student Transportation Services-Rentals		$29,760 65
5100	610	AOF 1	35	Basic (FEFP K-12) Library Books		$2,000 00
5100	120	RF AOF 1	36	Basic (FEFP K-12)-Classroom Teacher	1 6	$89,200 00
5100	130	RF AOF 1	36	Basic (FEFP K-12)-Other Certified	0 3	$16,000 00
5100	150	RF AOF 1	36	Basic (FEFP K-12)-Paraprofessional	1 1	$22,400 00
5100	210	RF AOF 1	36	Basic (FEFP K-12)-Retirement		$15,197 16

5100	220	RF AOF 1	36	Basic (FEFP K 12)-Federal Insurance Contributions Act (FICA)		$9,761.40
5100	240	RF AOF 1	36	Basic (FEFP K 12)-Workers' Compensation		$1,276 00
5100	360	RF AOF 1	37	Basic (FEFP K-12)-Rentals	369-Tech Related Rentals	$50,000 00
5100	510	RF AOF 1	38	Basic (FEFP K-12)-Supplies		$10,000 00
5100	520	RF AOF 1	39	Basic (FEFP K-12)-Textbooks		$30,000 00
5100	590	RF AOF 1	40	Basic (FEFP K-12)-Other Materials and Supplies		$10,000 00
5100	610	RF AOF 1	41	Basic (FEFP K-12)-Library Books		$57,500 00
6300	110	RF AOF 1	42	Instruction and Curriculum Development Services-Administrator	5	$331,042.47
6300	210	RF AOF 1	42	Instruction and Curriculum Development Services-Retirement		$41,380 31
6300	220	RF AOF 1	42	Instruction and Curriculum Development Services-Federal Insura		$25,324 75
6300	230	RF AOF 1	42	Instruction and Curriculum Development Services-Group Insuran	231 Group Ins - Health	$51,311 58
6300	230	RF AOF 1	42	Instruction and Curriculum Development Services-Group Insuran	232 Group Ins - Life	$728 29
6300	240	RF AOF 1	42	Instruction and Curriculum Development Services-Workers' Com		$4,005 61
6400	120	RF AOF 1	43	Instructional Staff Training Services-Classroom Teacher	0 64	$16,000 00
6400	130	RF AOF 1	43	Instructional Staff Training Services-Other Certified	0 2	$4,800 00
6400	150	RF AOF 1	43	Instructional Staff Training Services-Paraprofessional	0 2	$4,000 00
6400	210	RF AOF 1	43	Instructional Staff Training Services-Retirement		$2,953 68
6400	220	RF AOF 1	43	Instructional Staff Training Services-Federal Insurance Contributio		$1,897 20
6400	240	RF AOF 1	43	Instructional Staff Training Services-Workers' Compensation		$248 00
6400	310	RF AOF 1	44	Instructional Staff Training Services-Professional and Technical Se		$45,000 00
6400	330	RF AOF 1	45	Instructional Staff Training Services-Travel	In and out of state	$30,000 00
6400	510	RF AOF 1	46	Instructional Staff Training Services-Supplies		$20,000 00
7800	790	RF AOF 1	47	Student Transportation Services-Miscellaneous		$30,000 00
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6300	110	AOF 2	1	Instruction and Curriculum Development Services-Administrator	1	$117,629 28
6300	110	AOF 2	2	Instruction and Curriculum Development Services-Administrator	1	$92,016.55
6300	110	AOF 2	3	Instruction and Curriculum Development Services-Administrator	1	$30,319 58
6300	130	AOF 2	4	Instruction and Curriculum Development Services-Other Certifie	1.4	$84,421 12
6300	160	AOF 2	5	Instruction and Curriculum Development Services-Other Support	1 5	$71,993 89
6300	160	AOF 2	6	Instruction and Curriculum Development Services-Other Support	1 5	$89,287 34
6300	210	AOF 2	1,2,3,4,5,6	Instruction and Curriculum Development Services-Retirement		$94,349.47
6300	220	AOF 2	1,2,3,4,5,6	Instruction and Curriculum Development Services-Federal Insura		$37,153 58
6300	230	AOF 2	1,2,3,4,5,6	Instruction and Curriculum Development Services-Group Insuran	231 Group Ins Health	$101,990 23
6300	230	AOF 2	1,2,3,4,5,6	Instruction and Curriculum Development Services-Group Insuran	232 Group Ins Life	$1,117 04
6300	240	AOF 2	1,2,3,4,5,6	Instruction and Curriculum Development Services-Workers' Com		$6,070 85
6300	330	AOF 2	7	Instruction and Curriculum Development Services-Travel		$47,500 00
6300	360	AOF 2	8	Instruction and Curriculum Development Services-Rentals	369 Tech Related Rentals	$22,120 25
6300	370	AOF 2	9	Instruction and Curriculum Development Services-Communicatio		$500 00
6300	390	AOF 2	10	Instruction and Curriculum Development Services-Other Purcha		$5,327 64
6300	510	AOF 2	11	Instruction and Curriculum Development Services-Supplies		$18,095 94
6300	519	AOF 2	12	Instruction and Curriculum Development Services-Technology Re		$1,000 00
6300	730	AOF 2	13	Instruction and Curriculum Development Services-Dues and Fee		$2,879 74
7200	790	AOF 2	14	General Administration (Superintendent's Office)-Miscellaneous		$455,030 36
6300	160	AOF 2	15	Instruction and Curriculum Development Services-Other Support	0 5	$24,509 82
6300	210	AOF 2	15	Instruction and Curriculum Development Services-Retirement		$3,676.47
6300	220	AOF 2	15	Instruction and Curriculum Development Services-Federal Insura		$1,875 00

6300	230	AOF 2	15	Instruction and Curriculum Development Services-Group Insuran	231 Group Ins Health	$5,147 06
6300	230	AOF 2	15	Instruction and Curriculum Development Services-Group Insuran	232 Group Ins Life	$56 37
6300	240	AOF 2	15	Instruction and Curriculum Development Services-Workers' Com		$306 37
6300	360	AOF 2	16	Instruction and Curriculum Development Services-Rentals	369 Tech Related Rentals	$6,000 00
6300	390	AOF 2	17	Instruction and Curriculum Development Services-Other Purcha		$4,000 00
6300	640	AOF 2	18	Instruction and Curriculum Development Services-Furniture, Fixt	643 and 644 Computer	$13,000 00
6300	730	AOF 2	19	Instruction and Curriculum Development Services-Dues and Fee		$16,000 00
7200	790	AOF 2	20	General Administration (Superintendent's Office)-Miscellaneous		$41,435.53
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6150	120	AOF 3	1	Parental Involvement-Classroom Teacher	0 43	$23,663 25
6150	130	AOF 3	1	Parental Involvement-Other Certified	0 03	$1,511 25
6150	150	AOF 3	1	Parental Involvement-Paraprofessional	0 14	$2,742 00
6150	160	AOF 3	1	Parental Involvement-Other Support Personnel	0 02	$363 00
6150	160	AOF 3	1	Parental Involvement-Other Support Personnel	0 01	$120 00
6150	210	AOF 3	1	Parental Involvement Retirement		$4,259 93
6150	220	AOF 3	1	Parental Involvement-Federal Insurance Contributions Act (FICA)		$2,172 56
6150	240	AOF 3	1	Parental Involvement-Workers' Compensation		$355 00
6150	360	AOF 3	2	Parental Involvement-Rentals	369 Tech Related Rentals	$160 00

6150	370	AOF 3	3	Parental Involvement-Communications		$3,750 00
6150	390	AOF 3	4	Parental Involvement Other Purchased Services		$32,144 92
6150	390	AOF 3	4	Parental Involvement-Other Purchased Services		$13,922 23
6150	510	AOF 3	5	Parental Involvement-Supplies		$28,835 86
6150	394	AOF 3	6		Distribution to Charters	$22,000 00
6150	130	AOF 3	7	Parental Involvement-Other Certified	1	$67,131 31
6150	210	AOF 3	7	Parental Involvement-Retirement		$10,069 70
6150	220	AOF 3	7	Parental Involvement-Federal Insurance Contributions Act (FICA)		$5,135.55
6150	230	AOF 3	7	Parental Involvement-Group Insurance		$14,097 58
6150	230	AOF 3	7	Parental Involvement-Group Insurance		$154 40
6150	240	AOF 3	7	Parental Involvement-Workers' Compensation		$839 13
6150	120	AOF 3	8	Parental Involvement-Classroom Teacher	0 07	$4,000 00
6150	150	AOF 3	8	Parental Involvement-Paraprofessional	0 05	$1,000 00
6150	160	AOF 3	8	Parental Involvement-Other Support Personnel	0 05	$1,000 00
6150	210	AOF 3	8	Parental Involvement-Retirement		$714 60
6150	220	AOF 3	8	Parental Involvement-Federal Insurance Contributions Act (FICA)		$459 00
6150	240	AOF 3	8	Parental Involvement-Workers' Compensation		$60 00
6150	310	AOF 3	9	Parental Involvement-Professional and Technical Services		$6,000 00
6150	360	AOF 3	10	Parental Involvement-Rentals	369 Tech Related Rentals	$3,000 00
6150	390	AOF 3	11	Parental Involvement-Other Purchased Services		$2,999 30
6150	510	AOF 3	12	Parental Involvement-Supplies		$2,500 00
6150	730	AOF 3	13	Parental Involvement-Dues and Fees		$600 00
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5100	120	AOF 4	1	Basic (FEFP K-12)-Classroom Teacher	0 1	$4,160 00
5100	210	AOF 4	1	Basic (FEFP K-12)-Retirement		$495.46
5100	220	AOF 4	1	Basic (FEFP K-12)-Federal Insurance Contributions Act (FICA)		$318 24
5100	240	AOF 4	1	Basic (FEFP K-12)-Workers' Compensation		$41 60
6110	130	AOF 4	2	Attendance and Social Work-Other Certified	0 5	$31,911 37
6110	130	AOF 4	3	Attendance and Social Work-Other Certified	0 09	$5,120 00
6110	210	AOF 4	2	Attendance and Social Work-Retirement		$4,786 71
6110	210	AOF 4	3	Attendance and Social Work-Retirement		$609 79
6110	220	AOF 4	2	Attendance and Social Work-Federal Insurance Contributions Act		$2,441 22
6110	220	AOF 4	3	Attendance and Social Work-Federal Insurance Contributions Act		$391 68
6110	230	AOF 4	2	Attendance and Social Work-Group Insurance	231 Health	$6,701 39
6110	230	AOF 4	2	Attendance and Social Work-Group Insurance	232 Life	$73.40
6110	240	AOF 4	2	Attendance and Social Work-Workers' Compensation		$398 89
6110	240	AOF 4	3	Attendance and Social Work-Workers' Compensation		$51 20
6110	330	AOF 4	4	Attendance and Social Work-Travel		$164.42
6150	160	AOF 4	5	Parental Involvement-Other Support Personnel	1	$30,552 83
6150	210	AOF 4	5	Parental Involvement-Retirement		$4,582 92
6150	220	AOF 4	5	Parental Involvement Federal Insurance Contributions Act (FICA)		$2,337 29
6150	230	AOF 4	5	Parental Involvement-Group Insurance	231 Health	$6,416 09
6150	230	AOF 4	5	Parental Involvement-Group Insurance	232 Life	$70 27
6150	240	AOF 4	5	Parental Involvement Workers' Compensation		$381 91
6150	330	AOF 4	6	Parental Involvement-Travel		$498 55
7800	360	AOF 4	7	Student Transportation Services-Rentals		$2,000 00
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5100	120	AOF 5	1	Basic (FEFP K-12)-Classroom Teacher	0 23	$12,800 00
5100	210	AOF 5	1	Basic (FEFP K-12)-Retirement		$1,524.48
5100	220	AOF 5	1	Basic (FEFP K-12)-Federal Insurance Contributions Act (FICA)		$979 20
5100	240	AOF 5	1	Basic (FEFP K-12)-Workers' Compensation		$128 00
5100	360	AOF 5	2	Basic (FEFP K-12)-Rentals	369 Tech-rentals	$2,800 00
5100	510	AOF 5	3	Basic (FEFP K-12)-Supplies		$618 98
6300	130	AOF 5	4	Instruction and Curriculum Development Services-Other Certifie	1	$60,304.44
6300	210	AOF 5	4	Instruction and Curriculum Development Services-Retirement		$9,045 67
6300	220	AOF 5	4	Instruction and Curriculum Development Services-Federal Insura		$4,613 29
6300	230	AOF 5	4	Instruction and Curriculum Development Services-Group Insuran	231- Health	$12,663 93
6300	230	AOF 5	4	Instruction and Curriculum Development Services-Group Insuran	232-Life	$138 70
6300	240	AOF 5	4	Instruction and Curriculum Development Services-Workers' Com		$753 81
6110	130	AOF 5	5	Attendance and Social Work-Other Certified	0 25	$14,162 50
6110	210	AOF 5	5	Attendance and Social Work-Retirement		$2,124 38
6110	220	AOF 5	5	Attendance and Social Work-Federal Insurance Contributions Act		$1,083 43
6110	230	AOF 5	5	Attendance and Social Work-Group Insurance	231- Health	$2,974 13
6110	230	AOF 5	5	Attendance and Social Work-Group Insurance	232- Life	$32 57
6110	240	AOF 5	5	Attendance and Social Work-Workers' Compensation		$177 03
6400	120	AOF 5	6	Instructional Staff Training Services-Classroom Teacher	0 1	$6,000 00
6400	130	AOF 5	6	Instructional Staff Training Services-Other Certified	0 05	$3,000 00

6400	150	AOF 5	6	Instructional Staff Training Services-Paraprofessional	0 2	$4,000 00
6400	210	AOF 5	6	Instructional Staff Training Services-Retirement		$1,548 30
6400	220	AOF 5	6	Instructional Staff Training Services-Federal Insurance Contributio		$994 50
6400	240	AOF 5	6	Instructional Staff Training Services-Workers' Compensation		$130 00
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5100	390	AOF 6	1	Basic (FEFP K-12)-Other Purchased Services		$203 23
5100	510	AOF 6	2	Basic (FEFP K-12)-Supplies		$250 00
5100	590	AOF 6	3	Basic (FEFP K-12)-Other Materials and Supplies		$250 00
5500	120	AOF 6	4	Prekindergarten-Classroom Teacher	11 6	$692,271 71
5500	150	AOF 6	4	Prekindergarten-Paraprofessional	11 6	$280,041 34
5500	210	AOF 6	4	Prekindergarten-Retirement		$88,264 64
5500	210	AOF 6	4	Prekindergarten-Retirement		$35,705 27

5500	220	AOF 6	4	Prekindergarten-Federal Insurance Contributions Act (FICA)		$52,958 79
5500	220	AOF 6	4	Prekindergarten-Federal Insurance Contributions Act (FICA)		$21,423 16
5500	230	AOF 6	4	Prekindergarten-Group Insurance	231 Health	$145,377 06
5500	230	AOF 6	4	Prekindergarten-Group Insurance	231 Health	$58,808 68
5500	230	AOF 6	4	Prekindergarten-Group Insurance	232 Life	$1,592 22
5500	230	AOF 6	4	Prekindergarten-Group Insurance	232 Life	$644 10
5500	240	AOF 6	4	Prekindergarten-Workers' Compensation		$8,653.40
5500	240	AOF 6	4	Prekindergarten-Workers' Compensation		$3,500 52
6300	130	AOF 6	5	Instruction and Curriculum Development Services-Other Certifie	2	$148,293 52
6300	210	AOF 6	5	Instruction and Curriculum Development Services-Retirement		$22,244 03
6300	220	AOF 6	5	Instruction and Curriculum Development Services-Federal Insura		$11,344.45
6300	230	AOF 6	5	Instruction and Curriculum Development Services-Group Insuran		$31,141 64
6300	230	AOF 6	5	Instruction and Curriculum Development Services-Group Insuran		$341 08
6300	240	AOF 6	5	Instruction and Curriculum Development Services-Workers' Com		$1,853 67
6400	120	RF AOF 6	6	Instructional Staff Training Services-Classroom Teacher	0 04	$2,400 00
6400	150	RF AOF 6	6	Instructional Staff Training Services-Paraprofessional	0 06	$1,200 00
6400	210	RF AOF 6	6	Instructional Staff Training Services-Retirement		$428 76
6400	220	RF AOF 6	6	Instructional Staff Training Services-Federal Insurance Contributi		$275 40
6400	240	RF AOF 6	6	Instructional Staff Training Services-Workers' Compensation		$36 00
6300	110	RF AOF 6	7	Instruction and Curriculum Development Services-Administrator	0 8	$96,675 94
6300	210	RF AOF 6	7	Instruction and Curriculum Development Services-Retirement		$29,969.54
6300	220	RF AOF 6	7	Instruction and Curriculum Development Services-Federal Insura		$7,395 71
6300	230	RF AOF 6	7	Instruction and Curriculum Development Services-Group Insuran		$20,301 95
6300	230	AOF 6	7	Instruction and Curriculum Development Services-Group Insuran		$222 35
6300	240	AOF 6	7	Instruction and Curriculum Development Services-Workers' Com		$1,208 45
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5100	120	AOF 7	1	Basic (FEFP K-12)-Classroom Teacher	3 3	$182,210 00
5100	220	AOF 7	1	Basic (FEFP K-12)-Federal Insurance Contributions Act (FICA)		$13,939 07
5100	240	AOF 7	1	Basic (FEFP K-12)-Workers' Compensation		$2,277 63
5100	310	AOF 7	2	Basic (FEFP K-12)-Professional and Technical Services		$49,790 00
5100	310	AOF 7	2	Basic (FEFP K-12)-Professional and Technical Services		$2,500 00
5100	360	AOF 7	3	Basic (FEFP K-12)-Rentals	369 Tech Related Rentals	$6,897 00
5100	510	AOF 7	4	Basic (FEFP K-12)-Supplies		$82,973 37
5100	519	AOF 7	5	Basic (FEFP K-12)-Technology Related Supplies		$3,047 51
5100	530	AOF 7	6	Basic (FEFP K-12)-Periodicals		$800 00
5100	590	AOF 7	7	Basic (FEFP K-12)-Other Materials and Supplies		$13,484 22
5100	642	AOF 7	8	Basic (FEFP K-12)-Noncapitalized Furniture, Fixtures, and Equipmer		$3,600 00
5100	644	AOF 7	9	Basic (FEFP K 12)-Noncapitalized Computer Hardware		$1,475 00
5100	730	AOF 7	10	Basic (FEFP K 12)-Dues and Fees		$300 00
6120	310	AOF 7	11	Guidance Services-Professional and Technical Services		$5,000 00
6150	510	AOF 7	12	Parental Involvement-Supplies		$11,100 00
6150	510	AOF 7	13	Parental Involvement-Supplies	Set-Aside	$4,271 20
6300	690	AOF 7	14	Instruction and Curriculum Development Services-Computer Sof		$5,800 00
6300	360	AOF 7	15	Instruction and Curriculum Development Services-Rentals	369 Tech Related Rentals	$1,800 00
6400	310	AOF 7	16	Instructional Staff Training Services-Professional and Technical Se		$17,075 00
6400	510	AOF 7	17	Instructional Staff Training Services-Supplies		$6,580 00
6400	730	AOF 7	18	Instructional Staff Training Services-Dues and Fees		$12,200 00
5100	310	AOF 7	19	Basic (FEFP K-12)-Professional and Technical Services		$50,000 00
6300	130	AOF 7	20	Instruction and Curriculum Development Services-Other Certifie	0 6	$30,953 15
6300	210	AOF 7	20	Instruction and Curriculum Development Services-Retirement		$4,642 97
6300	220	AOF 7	20	Instruction and Curriculum Development Services-Federal Insura		$2,367 92
6300	230	AOF 7	20	Instruction and Curriculum Development Services-Group Insuran	231- Group Ins Health	$6,500 16
6300	230	AOF 7	20	Instruction and Curriculum Development Services-Group Insuran	232- Group Ins Life	$71 19
6300	240	AOF 7	20	Instruction and Curriculum Development Services-Workers' Com		$386 91
6300	370	AOF 7	21	Instruction and Curriculum Development Services-Communicatio		$500 00
6400	310	AOF 7	22	Instructional Staff Training Services-Professional and Technical Se		$30,000 00
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7800	360	AOF 8	1	Student Transportation Services-Rentals		$2,500 00
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5100	240	AOF 9	1	Basic (FEFP K-12)-Workers' Compensation	penny	$806 90
6300	160	AOF 9	2	Instruction and Curriculum Development Services-Other Support	16 75	$852,648 89
6300	210	AOF 9	2	Instruction and Curriculum Development Services-Retirement		$127,897 33
6300	220	AOF 9	2	Instruction and Curriculum Development Services-Federal Insura		$65,227 64
6300	230	AOF 9	2	Instruction and Curriculum Development Services-Group Insuran	231 Group Ins. - Health	$133,524 82
6300	230	AOF 9	2	Instruction and Curriculum Development Services-Group Insuran	232 Group Ins - Life	$1,961 09
6300	240	AOF 9	2	Instruction and Curriculum Development Services-Workers' Com		$10,658 11
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5100	510		1	Basic (FEFP K-12)-Supplies		$6,632 65
5100	590		2	Basic (FEFP K-12)-Other Materials and Supplies		$4,500 00
6300	130		3	Instruction and Curriculum Development Services-Other Certifie	1	$63,164.85
6300	210		3	Instruction and Curriculum Development Services-Retirement		$9,474 73
6300	220		3	Instruction and Curriculum Development Services-Federal Insura		$4,832 11
6300	230		3	Instruction and Curriculum Development Services-Group Insuran	231 Health	$13,264 62
6300	230		3	Instruction and Curriculum Development Services-Group Insuran	232 Life	$145 28
6300	240	#REF!	3	Instruction and Curriculum Development Services-Workers' Com		$789.56
6400	120	#REF!	4	Instructional Staff Training Services-Classroom Teacher	0.4	$20,800 00
6400	210	#REF!	4	Instructional Staff Training Services-Retirement		$2,477 28
6400	220	#REF!	4	Instructional Staff Training Services-Federal Insurance Contributi		$1,591 20
6400	240	#REF!	4	Instructional Staff Training Services-Workers' Compensation		$208 00
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	Total District Allocation	
	$12,788,029 00	
Number of Public CLIF	Number of Private CLIF	Total CLIF (auto-calc)
16219	561	16780
Total Public School Proportion (auto-calc)	Total Private School Proportion (auto-calc)	
96 66%	3 34%	
Total Public School Allocation (auto-calc)	Total Private School Allocation (auto-calc)	
$12,360,909	$427,120	
	Private School Administrative Cost Reservation	
	$0	

LEA NAME: **School Year: 2023-2024**

Ranking Type: District-Wide

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

Poverty Metric Option: Option 1-Combination of CEP/DC and FRPL schools

Allocation Process:

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

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

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

MARTHA B. KING MIDDLE SCHOOL	0611	6-8	Middle/Junior	NO	868	593	68.32%	868	593	68.32%	I	N/A	0	0	N/A	0
PALMETTO HIGH SCHOOL	0351	9-12	Senior High	NO	1,584	1052	66.41%	1584	1052	66.41%	I	N/A	0	0	N/A	0
MANATEE HIGH SCHOOL	0181	9-12	Senior High	NO	1,475	965	65.42%	1475	965	65.42%	I	N/A	0	0	N/A	0
MANATEE SCHOOL FOR THE ARTS	2104	6-12	Senior High	NO	1,691	1069	63.22%	1691	1069	63.22%	I	N/A	0	0	N/A	0
HOLA! Elementary School	2192	K-5	Elementary	YES	310	196	63.22%	310	196	63.22%	K	N/A	0	0	N/A	0
BRADEN RIVER MIDDLE SCHOOL	0652	6-8	Middle/Junior	NO	823	515	62.58%	823	515	62.58%	I	N/A	0	0	N/A	0
IMAGINE CHARTER SCHOOL AT NORTH MANATEE	2123	PREK-8	Combination Elementary & Secondary	NO	623	371	59.55%	623	371	59.55%	I	N/A	0	0	N/A	0
PALMA SOLA ELEMENTARY SCHOOL	0291	PREK-5	Elementary	NO	402	237	58.96%	402	237	58.96%	I	N/A	0	0	N/A	0
MANATEE VIRTUAL SCHOOL (VIRTUAL FRANCHISE)	7004	1-12	Combination Elementary & Secondary	NO	33	9	27.27%	33	12	58.18%	I	N/A	0	0	N/A	0
IMAGINE CHARTER AT LAKEWOOD RANCH	2124	PREK-8	Combination Elementary & Secondary	NO	500	271	54.20%	500	271	54.20%	D	N/A	0	0	N/A	0
TARA ELEMENTARY SCHOOL	0681	PREK-5	Elementary	NO	502	268	53.39%	502	268	53.39%	D	N/A	0	0	N/A	0
BRADEN RIVER HIGH SCHOOL	0762	9-12	Senior High	NO	1,313	654	49.81%	1313	654	49.81%	D	N/A	0	0	N/A	0
BUFFALO CREEK MIDDLE SCHOOL	0842	6-8	Middle/Junior	NO	1,125	540	48.00%	1125	540	48.00%	D	N/A	0	0	N/A	0
STATE COLLEGE OF FLORIDA COLLEGIATE SCHOOL	2141	6-12	Senior High	NO	418	200	47.85%	418	200	47.85%	D	N/A	0	0	N/A	0
CARLOS E. HAILE MIDDLE SCHOOL	0711	6-8	Middle/Junior	NO	742	354	47.71%	742	354	47.71%	D	N/A	0	0	N/A	0
WILLIAM MONROE ROWLETT ACADEMY ARTS/COMMUNIC	2171	K-5	Elementary	NO	919	434	47.23%	919	434	47.23%	D	N/A	0	0	N/A	0
VIRGIL MILLS ELEMENTARY SCHOOL	0791	PREK-5	Elementary	NO	748	346	46.26%	748	346	46.26%	D	N/A	0	0	N/A	0
THE PORT ACADEMY	2068	9-12	Senior High	NO	7	1	14.29%	7	2	45.71%	D	N/A	0	0	N/A	0
FREEDOM ELEMENTARY SCHOOL	0781	PREK-5	Elementary	NO	526	232	44.11%	526	232	44.11%	D	N/A	0	0	N/A	0
BRADEN RIVER ELEMENTARY SCHOOL	0651	PREK-5	Elementary	NO	530	227	42.83%	530	227	42.83%	D	N/A	0	0	N/A	0
ROWLETT MIDDLE ACADEMY	2120	6-8	Middle/Junior	NO	665	263	39.55%	665	263	39.55%	J	N/A	0	0	N/A	0
ANNA MARIA ELEMENTARY SCHOOL	0031	K-5	Elementary	NO	201	77	38.31%	201	77	38.31%	J	N/A	0	0	N/A	0
MANATEE VIRTUAL INSTRUCTION PROGRAM	7001	K-12	Combination Elementary & Secondary	NO	13	2	15.38%	13	3	36.92%	J	N/A	0	0	N/A	0
BARBARA A HARVEY ELEMENTARY SCHOOL	0857	PREK-5	Elementary	NO	1,114	410	36.80%	1,114	410	36.80%	J	N/A	0	0	N/A	0
PARRISH COMMUNITY HIGH SCHOOL	0852	9-12	Senior High	NO	1,583	552	34.87%	1583	552	34.87%	J	N/A	0	0	N/A	0
IDA M STEWART ELEMENTARY SCHL	0631	PREK-5	Elementary	NO	359	124	34.54%	359	124	34.54%	J	N/A	0	0	N/A	0
DR MONA JAIN MIDDLE SCHOOL	0853	6-8	Middle/Junior	NO	994	322	32.39%	994	322	32.39%	J	N/A	0	0	N/A	0
ANNIE LUCY WILLIAMS ELEMENTARY SCHOOL	0811	PREK-5	Elementary	NO	761	246	32.33%	761	246	32.33%	J	N/A	0	0	N/A	0
PALMETTO CHARTER SCHOOL	2131	PREK-8	Combination Elementary & Secondary	NO	418	129	30.86%	418	129	30.86%	J	N/A	0	0	N/A	0
R. DAN NOLAN MIDDLE SCHOOL	0752	6-8	Middle/Junior	NO	746	205	27.48%	746	205	27.48%	J	N/A	0	0	N/A	0
GENE WITT ELEMENTARY SCHOOL	0701	PREK-5	Elementary	NO	663	178	26.85%	663	178	26.85%	J	N/A	0	0	N/A	0
LAKEWOOD RANCH HIGH SCHOOL	0721	PREK, 9-12	Senior High	NO	1,770	444	25.08%	1770	444	25.08%	J	N/A	0	0	N/A	0
ROBERT WILLIS ELEMENTARY SCHOOL	0801	PREK-5	Elementary	NO	729	165	22.63%	729	165	22.63%	J	N/A	0	0	N/A	0
B.D GULLETT ELEMENTARY SCHOOL	0821	PREK-5	Elementary	NO	1,141	241	21.12%	1141	241	21.12%	J	N/A	0	0	N/A	0
GILBERT W MCNEAL ELEM SCHOOL	0771	PREK-5	Elementary	NO	632	131	20.73%	632	131	20.73%	J	N/A	0	0	N/A	0
PARRISH CHARTER ACADEMY	2181	K-5	Elementary	NO	571	96	16.81%	571	96	16.81%	J	N/A	0	0	N/A	0
LAKEWOOD RANCH PREPARATORY ACADEMY	2182	K-12	Combination Elementary & Secondary	NO	745	106	14.23%	745	106	14.23%	J	N/A	0	0	N/A	0
PALMSHORES BEHAVIOR HEALTH CENTER	2056	2-12	Combination Elementary & Secondary	NO	74	0	0.00%	74	1	2.16%	J	N/A	0	0	N/A	0
JUVENILE DETENTION CENTER	2051	2-12	Combination Elementary & Secondary	NO	45	0	0.00%	45	0	0.00%	J	N/A	0	0	N/A	0

SELECTION CODE JUSTIFICATION

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

School Name	School Number	Selection Code	Selection Code Justification
JUST FOR GIRLS ELEMENTARY SCHOOL	2019	E	School has been skipped, (1) the school meets comparability requirements, (2) the school is receiving supplemental state/local funds used in Title I-like programs, and (3) the supplemental state/local funds meet or exceed the amount that would be received under Title I, Part A which would be $27,950 00
PACE CENTER FOR GIRLS	2004	E	School has been skipped, (1) the school meets comparability requirements, (2) the school is receiving supplemental state/local funds used in Title I-like programs, and (3) the supplemental state/local funds meet or exceed the amount that would be received under Title I, Part A which would be $34,200 00
JUST FOR GIRLS MIDDLE SCHOOL	2007	E	School has been skipped, (1) the school meets comparability requirements, (2) the school is receiving supplemental state/local funds used in Title I-like programs, and (3) the supplemental state/local funds meet or exceed the amount that would be received under Title I, Part A which would be $5,800 00
SABLE	2083	E	School has been skipped, (1) the school meets comparability requirements, (2) the school is receiving supplemental state/local funds used in Title I-like programs, and (3) the supplemental state/local funds meet or exceed the amount that would be received under Title I, Part A which would be $3,800 00
AMIKIDS MANATEE	2081	E	School has been skipped, (1) the school meets comparability requirements, (2) the school is receiving supplemental state/local funds used in Title I-like programs, and (3) the supplemental state/local funds meet or exceed the amount that would be received under Title I, Part A which would be $5,400 00
ACCESS TO EDUCATION	2011	E	School has been skipped, (1) the school meets comparability requirements, (2) the school is receiving supplemental state/local funds used in Title I-like programs, and (3) the supplemental state/local funds meet or exceed the amount that would be received under Title I, Part A which would be $4,800 00
HOLA! Elementary School	2192	K	Hola is a new school with an enrollment limit of 310 students The poverty percentage was projected from the attached 6-12 campus school s current Survey 3 data With the current projections, the school would NOT be eligible for Title I, Part A funds, based on the District's Allocation Process.

LEA Name: School District of Manatee County	
Date Certain: 02/13/2023	
Method for determining eligible private school students: Form B	
Pooling or Not Pooling: Non-Pooling	
If pooling is only occuring with specific schools, please specify those schools that are pooling funds:	
Total Private School Allocation:	$427,120 00
Private School Administrative Cost Reservation:	$0 00
Total Remaining Allocation (auto-calc):	$427,120.00

No.	Nonpublic School Name	Nonpublic School Number (4 digit)	Grade Span	Number of Private School Students Residing In PSAA	School Number for PSAA in which Private School Students Reside	Public School Attendance Area FRPL% and CEP%	Number of Children from Low Income Families	PPA Private School Service	Nonpublic School Equitable Allocation	Nonpublic School Total Allocation
1	Ave Maria Preparatory	4423	2-12	1	0051	100	1	761 35	761 35	19795.22
				1	0151	100	1	761 35	761 35	
				3	0521	100	3	761.35	2284 06	
				2	0761	100	2	761.35	1522 71	
				1	0861	100	1	761 35	761 35	
				4	0581	100	4	761 35	3045 42	
				1	0281	100	1	761 35	761 35	
				6	0072	100	6	761 35	4568 13	
				7	0431	100	7	761 35	5329.48	

2 The Broach School	3659	K 12	3 0621	100	3	761.35	2284 06	50249.41
			2 0051	100	2	761 35	1522 71	
			7 0261	100	7	761 35	5329 48	
			1 0301	100	1	761 35	761 35	
			2 0381	100	2	761 35	1522.71	
			1 0671	100	1	761 35	761 35	
			1 0521	100	1	761 35	761 35	
			12 0761	100	12	761 35	9136 26	
			4 0861	100	4	761 35	3045 42	
			14 0581	100	14	761.35	10658 97	
			7 0072	100	7	761 35	5329 48	
			12 0431	100	12	761 35	9136 26	
3 Community Christian Sc	0732	k-12	11 0621	100	11	761 3547	8374 90	138566.56
			5 0051	100	5	761 3547	3806 77	
			3 0641	76.89	3	761 3547	2284 06	
			7 0061	100	7	761 3547	5329 48	
			2 0541	100	2	761 3547	1522.71	
			9 0411	100	9	761 3547	6852 19	
			3 0741	78 51	3	761 3547	2284.06	
			7 0151	100	7	761.3547	5329 48	
			9 0601	100	9	761.3547	6852 19	
			28 0261	100	28	761 3547	21317 93	
			4 0381	100	4	761 3547	3045 42	
			4 0271	100	4	761 3547	3045 42	
			7 0421	100	7	761.3547	5329 48	
			8 0671	100	8	761 3547	6090 84	
			7 0521	100	7	761 3547	5329.48	
			9 0761	100	9	761 3547	6852 19	
			2 0861	100	2	761 3547	1522 71	
			14 0581	100	14	761 3547	10658 97	
			5 0281	100	5	761 3547	3806 77	
			11 0072	100	11	761 3547	8374.90	
			27 0431	100	27	761 3547	20556 58	

4 Next Generation Acade	7378	K-12	1 0051	100	1	761 3547	761 35	23602
			2 0741	78 51	2	761 3547	1522 71	
			3 0151	100	3	761 3547	2284 06	
			7 0601	100	7	761 3547	5329.48	
			2 0261	100	2	761 3547	1522 71	
			2 0301	100	2	761 3547	1522 71	
			8 0381	100	8	761 3547	6090 84	
			1 0521	100	1	761 3547	761 35	
			2 0761	100	2	761 3547	1522 71	
			3 0861	100	3	761 3547	2284 06	
5 St. Joseph Catholic Sch	1077	K-8	3 0621	100	3	761 3547	2284 06	122578.11
			3 0051	100	3	761 3547	2284 06	
			10 0641	76.89	8	761 3547	6090 84	
			15 0061	100	15	761 3547	11420 32	
			1 0541	100	1	761 3547	761 35	
			2 0411	100	2	761.3547	1522 71	
			1 0741	78 51	1	761 3547	761 35	
			4 0151	100	4	761 3547	3045 42	
			14 0601	100	14	761 3547	10658 97	
			11 0261	100	11	761 3547	8374 90	
			6 0301	100	6	761 3547	4568 13	
			30 0381	100	30	761 3547	22840 64	
			8 0271	100	8	761 3547	6090 84	
			4 0421	100	4	761 3547	3045 42	
			3 0671	100	3	761 3547	2284 06	
			8 0521	100	8	761 3547	6090 84	
			9 0761	100	9	761 3547	6852 19	
			3 0861	100	3	761 3547	2284 06	
			24 0581	100	24	761 3547	18272.51	
			4 0281	100	4	761 3547	3045 42	
6 Sunshine Academy	4167	K-8	1 0621	100	1	761 3547	761 35	49488.06

		13 0051	100	13	761 3547	9897 61	
		6 0061	100	6	761 3547	4568 13	
		1 0601	100	1	761 3547	761 35	
		5 0261	100	5	761 3547	3806 77	
		2 0301	100	2	761 3547	1522 71	
		7 0381	100	7	761 3547	5329.48	
		2 0271	100	2	761 3547	1522 71	
		5 0421	100	5	761 3547	3806 77	
		10 0671	100	10	761 3547	7613 55	
		2 0521	100	2	761 3547	1522 71	
		3 0761	100	3	761 3547	2284 06	
		6 0581	100	6	761 3547	4568 13	
		1 0072	100	1	761.3547	761 35	
		1 0431	100	1	761 3547	761 35	
7	West Coast Christian A	1422	K-9	2 0641	76.89	2 761 3547	1522 71	22840 64
				2 0061	100	2 761 3547	1522 71	
				1 0411	100	1 761.3547	761 35	
				3 0151	100	3 761 3547	2284 06	
				2 0601	100	2 761 3547	1522 71	
				2 0261	100	2 761 3547	1522 71	
				2 0271	100	2 761 3547	1522 71	
				2 0421	100	2 761 3547	1522 71	
				1 0671	100	1 761 3547	761 35	
				2 0521	100	2 761 3547	1522 71	
				2 0761	100	2 761 3547	1522 71	
				1 0861	100	1 761 3547	761 35	
				6 0581	100	6 761.3547	4568 13	
				2 0281	100	2 761 3547	1522.71	
							Total	427120

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

Elementary and Secondary Education Act (ESEA) Federal Programs

Florida's 2023-24 ESEA Federal Programs Application	
Manatee	
UEI Number	XKGXG94KMH65
Fiscal Contact Information	
Fiscal Contact Name	Catherine Miley
Title	Director of Finance
Phone Number	941-708-8770 ext. 41111
Contact Email	mileyc@manateeschools.net
Title I, Part A	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title I, Part C	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title I, Part D, Subpart 2	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title II, Part A	
Program Contact Name	Laurie Breslin
Title	Executive Director Curriculum, Instruction and Assessment
Phone Number	941-751-6550 x-43075
Contact Email	BreslinL2@manateeschools.net
Title III, Part A	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title IV, Part A	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title V, Part B, Subpart 2	
Program Contact Name	
Title	
Phone Number	
Contact Email	

Florida 2023-24 ESEA Federal Program Assurances

General Assurances (Click here to access documents related to General Assurances)

Assurance 1: The Local Educational Agency (LEA) has on file with the FDOE, Office of the Comptroller, and a signed statement by the agency head certifying applicant adherence to these General Assurances for Participation in State and Federal Programs. The complete text may be found in Section D of the Green Book The certification of adherence, currently on file with the FDOE Comptroller's Office, shall remain in effect indefinitely The certification does not need to be resubmitted with this application unless a change occurs in federal or state law, or there are other changes in circumstances affecting a term, assurance, or condition
Assurance 2: The LEA assures that they will comply with all applicable supplement not supplant requirements under ESEA [Sections 1118(b), 1304(c)(2), 1415(b), 2301, 3115(g), 4110, 5232 of the Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act of 2015]
Assurance 3: The LEA assures that they will comply with the K12 ESEA Common Federal Program Guidance
Assurance 4: The LEA assures, as appropriate, that stakeholder collaboration across multiple programs will occur as outlined under ESEA.
Assurance 5: The LEA assures that a comprehensive needs assessment is conducted that takes into account information on the academic achievement of children in relation to the challenging state academic standards
Assurance 6: The LEA assures that timely and meaningful consultation occurs between LEA and private school officials before any decision that affects the opportunities of eligible private school children, teachers, and other educational personnel to participate in programs subject to equitable participation [Section 8501(a)(1)]
Assurance 7: The LEA assures they will periodically monitor and evaluate the effectiveness of the activities approved within the program application.
Assurance 8: The LEA assures compliance with all state laws and regulations, including the State Board of Education rules.

Title I, Part A: Improving Basic Programs Operated by Local Educational Agencies

Assurance 1: Migratory Children: The LEA assures that migratory and formerly migratory children who are eligible to receive services under Title I are selected to receive such services on the same basis as other children who are selected to receive services under the Title I program. [Section 1112(c)(1)]
Assurance 2: Private Schools: The LEA assures that it will provide services to eligible children attending private elementary schools and secondary schools per section 1117, and timely and meaningful consultation with private school officials regarding such services unless there are no eligible private schools identified [Section 1112(c)(2)]
Assurance 3: NAEP: The LEA assures that it will participate, if selected, in the National Assessment of Educational Progress (NAEP) in reading and mathematics in grades 4 and 8 carried out under section 303(b)(3) of the National Assessment of Educational Progress Authorization Act [Section 1112(c)(3)]
Assurance 4: Cross Coordination: The LEA assures that it will coordinate and integrate services provided under Title I with other educational services at the LEA or individual school level, such as services for English learners, children with disabilities, migratory children, American Indian, Alaska Native, and Native Hawaiian children, and homeless children and youths, to increase program effectiveness, eliminate duplication, and reduce fragmentation of the
Assurance 5: Child Welfare Agency Point of Contact: The LEA assures that it will collaborate with the State or local child welfare agency to designate a point of contact if the corresponding child welfare agency notifies the LEA, in writing, that the agency has designated an employee to serve as a point of contact for the LEA. [Section 1112(c)(5)(A)]
Assurance 6: Certification: The LEA assures that all teachers and paraprofessionals working in a program supported with funds under Title I meet applicable state certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification [Section 1112 (c)(6)]
Assurance 7: Early Childhood Education: The LEA assures that in the case the LEA chooses to use Title I, Part A funds to provide early childhood education services to low-income children below the age of compulsory school attendance, such services comply with the performance standards established under section 641A(a) of the Head Start Act [Section 1112(c)(7)]
Assurance 8: Parents Right-To-Know: The LEA assures parents are notified appropriately according to the "Parents Right-To-Know" provision. [Section 1112(e)(1)(A-B)]
Assurance 9: Collaboration: The local educational agency (LEA) assures that its plan was developed with timely and meaningful consultation with teachers, principals, other school leaders, paraprofessionals, specialized instructional support personnel, charter school leaders (in an LEA that has charter schools), administrators (including administrators of programs described in other parts of this Title), other appropriate school personnel, and with parents of children in schools served under Title I [Section 1112(a)(1)(A)].
Assurance 10: Coordination of Programs: As appropriate, the LEA assures the plan is coordinated with other programs under ESEA, the Individuals with Disabilities Education Act (20 U.S C 1400 et seq), the Rehabilitation Act of 1973 (20 U.S C. 701 et seq), the Carl D Perkins Career and Technical Education Act of 2006 (20 U S C. 2301 et seq), the Workforce Innovation and Opportunity Act (29 U.S.C. 3101 et seq), the Head Start Act (42 U.S C. 9831 et seq), the McKinney-Vento Homeless Assistance Act (42 U.S C. 11301 et seq), the Adult Education and Family Literacy Act (29 U.S.C. 3271 et seq), and other Acts as appropriate [Section 1112(a)(1)(B)]

Assurance 11: Child Welfare Agency Procedures: The LEA assures they will collaborate with the state or local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged and funded for the duration of the time in foster care The procedures will ensure that children in foster care needing transportation to the school of origin will promptly receive transportation in a cost-effective manner and in accordance with section 475(4)(A) of the Social Security Act (42 U.S.C. 675(4)(A)), and ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the LEA will provide transportation to the school of origin if: the local child welfare agency agrees to reimburse the LEA for the cost of such transportation, the LEA agrees to pay for the cost of such transportation, or the LEA and the local child welfare agency agree to share the cost of such transportation. [Section 1112(c)(5)(B)]
Assurance 12: Parent Consultation The LEA assures that in order to receive parent and family engagement funds under section 1116 the agency will conduct outreach to all parents and family members and implement programs, activities, and procedures for the involvement of parents and family members in programs assisted under Title I consistent with section 1116 Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children [Section 1116(a)(1)].
Assurance 13: School Parent and Family Engagement Policy: The LEA assures that the following requirements outlined in section 1116(b)(1-4) are met: (1) Each school served under this part shall jointly develop with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed on by such parents, that shall describe the means for carrying out the requirements of section 1116 (c-f) and Assurances 11c-f Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school, (2) If the school has a parent and family engagement policy that applies to all parents and family members, a such school may amend that policy, if necessary, to meet the requirements of this subsection, (3) If the LEA involved has a school district-level parent and family engagement policy that applies to all parents and family members in all schools served by the LEA, such agency may amend that policy, if necessary, to meet the requirements of this subsection, and (4) If the plan under section 1112 is not satisfactory to the parents of participating children, the LEA shall submit any parent
Assurance 14: Policy Involvement: The LEA assures that each school served under this part shall meet the following requirements outlined in section 1116(c)(1-5). (1) Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under this part and to explain the requirements of this part, and the right of the parents to be involved, (2) offer a flexible number of meetings, such as meetings in the morning or evening, and may provide, with funds provided under this part, transportation, child care, or home visits, as such services relate to parental involvement; (3) involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under this part, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan under section 1114(b)except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children, (4) provide parents of participating children — (A) timely information about programs under this part; (B) a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of Florida's challenging academic standards; and (C) if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible; and (5) if
Assurance 15: Shared Responsibilities for Student Achievement: The LEA assures that the following requirements outlined in section 1116(d)(1-2) are met: as a component of the school-level parent and family engagement policy developed under subsection (b), each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and how the school and parents will build and develop a partnership to help children achieve Florida's challenging academic standards. Such compact shall — (1) describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the Florida's challenging academic standards, and the ways in which each parent will be responsible for supporting their children's learning, volunteering in their child's classroom, and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time, and (2) address the importance of communication between teachers and parents on an ongoing basis through, at a minimum — (A) parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the individual child's achievement, (B) frequent reports to parents on their children's progress; (C) reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities, and (D) ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a
Assurance 16: Building Capacity for Involvement: To assure the effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school, and LEA funded under Title I will meet the provisional requirements as outlined in section 1116(e)(1-5 and 14) [Section 1116(e)].
Assurance 17: Accessibility: In carrying out the parent and family engagement requirements under Title I, LEAs, and schools, to the extent practicable, shall provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 in a format and, in a language such parents understand [Section 1116(f)]
Assurance 18: Family Engagement in Education Programs: The LEA assures that in a state operating a program under part E of Title IV, each LEA or school that receives assistance under this part shall inform parents and organizations of the existence of the program [Section 1116(g)]
Assurance 19: Private School Consultation: The LEA assures that after timely and meaningful consultation with appropriate private school officials, it will provide special educational services, instructional services, counseling, mentoring, one-on-one tutoring, or other benefits that address the needs of eligible children identified under section 1115(c), and, ensures that teachers and families of eligible children participate, on an equitable basis, in services and activities according to section 1116 [Section 1117(a)(1)(A) and (B)].

Assurance 20: Private School and LEA Agreement: The LEA assures that after conducting the timely and meaningful consultation with appropriate private school officials, it will submit a copy of the agreement between the LEA and the private school to the FDOE ombudsman in the Office of Grants Management. [Section 1117(b)(1)]
Assurance 21: Affirmation of Agreement: The LEA assures that it will submit to the FDOE ombudsman a written affirmation, signed by officials of each participating private school, that the meaningful consultation required by this section has occurred The written affirmation shall provide the option for private school officials to indicate such officials' belief that timely and meaningful consultation has not occurred or that the program design is not equitable for eligible private school children If such officials do not provide such affirmation within a reasonable time, the LEA shall forward the documentation that such consultation has, or attempts at such consultation has taken place to
Assurance 22: Supplement, Not Supplant Methodology: The LEA assures that it will be in compliance stipulated in paragraph (1) concerning supplement and not supplant requirements To address this compliance, the LEA assures that it has a methodology used to allocate state and local funds to each school receiving assistance under this part is in place to ensure that such school receives all of the state and local funds it would otherwise receive if it were not receiving assistance under Title I, Part A. [Section 1118(b)(1-2)]
Assurance 23: Public School and Non-Public School Eligibility Survey (PSES/NPSES): The LEA assures they are in compliance with the PSES and NPSES guidelines to properly rank and serve their Public K-12 schools and to determine Title I, Part A equitable proportion of funds [Sections 1113(a)(3) and 1117(a)(4)]
Assurance 24: English Language Learners (ELLs) Notification Requirements: The LEA assures that it will comply with the requirements outlined in section 1112(e)(3)(A-B) the use of Title I, Part A and/or Title III funds to provide a language instruction educational program as determined under Title III shall, not later than 30 days after the beginning of the school year, inform parents using the 'Annual Parent Notification Letter' of an English learner identified for participation or participating in such a program For children who have not been identified as English learners before the beginning of the school year, but are identified as English learners during the such school year, the LEA shall notify the children's parents during the first two weeks of the child being placed in a language instruction educational program using the 'Initial Parent Notification Letter ' [Sections 1112(3)(A) and (B)]
Assurance 25: Comparability: The LEA assures that it will be in compliance with the requirements provided in section 1118(c)(2)(A) to ensure the following comparability requirements are met: an LEA-wide salary schedule, a policy to ensure equivalence among schools in teachers, administrators, and other staff, or a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies [Section 1118(c)(2)(A)]
Assurance 26: Constitutionally Protected Prayer: The LEA assures they will certify in writing to the Department that no policy of the LEA prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary and secondary schools. An LEA must provide this certification to the Bureau of Federal Educational Programs by October 1 of each year [Section 8524(b)]
Assurance 27: Schoolwide Programs: The LEA will ensure that all schools operating Schoolwide Programs under Title I, Part A will develop and implement a Schoolwide program plan that is developed in compliance with all requirements per Section 1114 (b)

Title I, Part C: Migrant Education Program

Assurance 1: The LEA assures funds for Migrant Education Program (MEP) will be used only for programs and projects, including the acquisition of equipment, under ESEA, section 1306, and to coordinate such programs and projects with similar programs and projects within the state and in other states, as well as with other Federal programs that can benefit migratory children and their families [Section 1304(c)(1)]
Assurance 2: The LEA assures programs and projects funded for MEP will be carried out in a manner consistent with the objectives of section 1114, subsections (b) and (d) of section 1115, subsections (b) and (c) of section 1118,
Assurance 3: The LEA assures that in the planning and operation of programs and projects, there is appropriate consultation with parents of migratory children, including parent advisory councils for programs of at least 1 (one) school year in duration, and that all such programs and projects are carried out in a manner that provides for the same parental involvement as is required for programs and projects under section 1116 unless extraordinary circumstances make such provision impractical, and in a format and language understandable to the parents [Section 1304(c)(3)]
Assurance 4: The LEA assures that in planning and carrying out such programs and projects, there will be adequate provision for addressing the unmet educational needs of preschool migratory children and migratory children who have dropped out of school [Section 1304(c)(4)]
Assurance 5 The LEA assures the effectiveness of such programs and projects will be determined, where feasible, using the same standards approaches that will be used to assess the performance of students, schools, and local educational agencies under Title I, Part A. [Section 1304(c)(5)]
Assurance 6: The LEA assures such programs and projects will provide for advocacy and outreach activities for migratory children and their families, to inform such children and families of other education, health, nutrition, and social services to help connect them to such services [Section 1304(c)(6)]
Assurance 7: The LEA assures that such programs and projects will, to the extent feasible, provide for advocacy and other outreach activities for migratory children and their families, including helping such children and families gain access to other education, health, nutrition, and social services, professional development programs, including mentoring, for teachers and other program personnel; family literacy programs, the integration of information technology into educational and related programs, and programs that facilitate the transition of secondary school students to postsecondary education or employment. [Section 1304(c)(7)]
Assurance 8: The LEA assures they will conduct the transfer of migrant student records according to state-required policies and procedures including actively participating with and meeting all Migrant Student Information Exchange System requirements [Section 1308(b)(2) 34 Code of Federal Regulations Part 200.85(d)]

Assurance 9: The LEA assures they will assist the state in determining the number of migratory children under Section 1303(a)(1), and the LEA shall give priority to migratory children who have made a qualifying move within the previous 1-year period and who are failing, or most at risk of failing, to meet the challenging State academic standards, or, have dropped out of school [Section 1304(d) 34 CFR Part 200.89(c) Section 1304(c)(8)]
Assurance 10: The LEA assures they will assist the state to promote interstate and intrastate coordination of services for migratory children, including coordination with other relevant programs and local projects in the state and other states. [Section 1304(b)(3) 34 CFR Part 200 82(b)]
Assurance 11: The LEA assures that a child who ceases to be a migratory child during a school term shall be eligible for services funded through Title I, Part C until the end of such term and may continue to receive such services for one (1) additional school year if comparable services are not available through other programs. Additionally, the LEA assures that migrant students who were eligible for services in secondary school may continue to be served through credit accrual programs until graduation [ESEA section 1304(e)] "

Title I, Part D, Subpart 2: Neglected and Delinquent Youth

Assurance 1: The LEA assures they shall adhere to the purpose of Section 1420 to provide opportunities for students to meet the same challenging state content standards and student academic achievement standards that all children in Florida are expected to meet. [Sections 1421 and 1425(6)]
Assurance 2: The LEA assures they shall design transitional and supportive programs to meet the needs of children and youth returning to schools within the LEA or other alternative educational programs and assist them in completing their education [Sections 1422 and 1424]
Assurance 3: The LEA assures they shall, where feasible, involve parents in efforts to improve the educational achievement of their children and prevent further delinquent activities. [Section 1425(8)]
Assurance 4: The LEA assures they shall adhere to the provision of services under section 1423(2) and program requirements under section 1425 for any correctional facility to which the LEA has agreed [Section 1423].
Assurance 5: The LEA assures they shall evaluate the program not less than once every three years to determine the program's impact on student outcomes [Section 1431]

Title II, Part A: Supporting Effective Instruction

Assurance 1: The LEA assures they will comply with section 8501 (regarding participation by private school children and teachers) [Section 2102(b)(2)(E)]
Assurance 2: The LEA assures they will coordinate professional development activities authorized under this part with professional development activities provided through other Federal, State, and local programs [Section
Assurance 3: The LEA assures they will reduce class size to an evidence-based level, to the extent the State (in consultation with local educational agencies in the State) determines that such evidence is reasonably available, to improve student achievement through the recruiting and hiring of additional effective teachers [ESSA Section 2103]
Assurance 4: Collaboration - The local educational agency (LEA) assures that, in developing the application, an LEA shall provide meaningful consultation with teachers, principals, other school leaders, paraprofessionals (including organizations representing such individuals), specialized instructional support personnel, charter school leaders (in an LEA that has charter schools), parents, community partners, and other organizations or partners with relevant and demonstrated expertise in programs and activities [ESEA section 2102(b)(3)]
Assurance 5: Professional Development - The LEA assures they will meet the statutory professional development definition as provided in ESEA section 8101(42) or other allowable uses of funds under section 2103(b)(3) of the

Title III, Part A: English Language Acquisition, Language Enhancement and Academic Achievement

Assurance 1: The LEA assures that it will comply with section 1112(e) – Parents' Rights-to-know, before, and throughout, each school year as of the date of application [Section 3116(b)(4)(A)]
Assurance 2: The LEA assures that it is not in violation of any State law, including State constitutional law, regarding the education of English learners, consistent with Sections 3125 and 3126. [Section 3116(b)(4)(B)].
Assurance 3: The LEA assures that each school with English learner (EL) students receives funds from non-Federal sources to fulfill the LEA's obligations under Title IV of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act, before using Title III, Part A funds for languages services to EL students. [Section 3115(g)].
Assurance 4: The LEA assures that, if applicable, it will coordinate activities and share relevant data under its plan with local Head Start and Early Head Start agencies, including migrant and seasonal Head Start agencies, and other early childhood education providers [Section 3116(b)(4)(D)].
Assurance 5: The LEA assures that it will consult with officials of private schools in a timely and meaningful manner to make available equitable Title III, Part A services to eligible English learners and immigrant children attending private schools located within the LEA's geographical boundaries. [Section 8501]
Assurance 6: The LEA assures that the current ELL population has enough students to generate the $10,000 threshold as indicated in Section 3114 [Section 3114 (c)]
Assurance 7: The LEA assures that not more than 2 percent of the LEA's Title III allocation will be used for the cost of administering the project. [Section 3115 (b)].

Title IV, Part A: Student Support and Academic Enrichment

Assurance 1: The LEA assures that it will prioritize the distribution of funds to schools served by the LEA or consortium of such agencies, that are among the schools with the greatest needs, as determined by a such LEA, or consortium; have the highest percentages or numbers of children counted under section 1124(c), are identified for comprehensive support and improvement under section 1111(c)(4)(D)(i), are implementing targeted support and improvement plans as described in section 1111(d)(2), or are identified as a persistently dangerous public elementary school or secondary school under section 8532 [Section 4106(e)(2)(A)]

Assurance 2: The LEA assures that it will comply with section 8501 regarding equitable participation by private school children and teachers. [Section 4106(e)(2)(B)]
Assurance 3: With the exception of LEAs outlined in special rule ESEA 4106(f), the LEA assures that it will use not less than 20 percent of funds received under this subpart to support one or more of the activities authorized under
Assurance 4: Except LEAs outlined in the special rule section 4106(f), the LEA assures that it will use not less than 20 percent of funds received under this subpart to support one or more activities authorized under section 4108, coordinate with other schools and community-based services, and promote the involvement of parents [Section 4106(e)(2)(D)]
Assurance 5: Except LEAs outlined in special rule section 4106(f), the LEA assures that it will use a portion of funds received under this subpart to support one or more activities authorized under section 4109(a), including an assurance that the local educational agency, or consortium of local educational agencies, will comply with section 4109(b) [Section 4106(e)(2)(E)].
Assurance 6: The LEA assures that it will annually report to the State for inclusion in the report described in section 4104(a)(2) how funds are being used under this subpart to meet the requirements of subparagraphs (C) through
Assurance 7: The LEA assures that the LEA, or consortium of such agencies, shall develop its application through consultation with parents, teachers, principals, other school leaders, specialized instructional support personnel, students, community-based organizations, local government representatives (which may include a local law enforcement agency, local juvenile court, local child welfare agency, or local public housing agency), Indian tribes or tribal organizations that may be located in the region served by the local educational agency (where applicable), charter school teachers, principals, and other school leaders (if such agency or consortium of such agencies supports charter schools), and others with relevant and demonstrated expertise in programs and activities designed to meet the purpose of this subpart. [Section 4106(c)(1)]

Title V, Part B, Subpart 2: Rural and Low-Income Schools

Assurance 1: The LEA assures that its project funds under Title V, Part B, subpart 2 will be used for any activities authorized under the following ESEA Title programs. Title I, Part A, Title II, Part A, Title III, Part A, Title IV, Part A, and parental involvement activities [Section 5222(a)]
Assurance 2: The LEA assures that its project funds under Subpart 2 will be used to supplement, and not supplant, any other Federal, State, or local education funds. [Section 5232].

Elementary and Secondary Education Act (ESEA) Federal Programs
Florida 2023-24 ESEA Federal Program Applications
Project Application (DOE 100A)

UEI Number *Enter UEI Number here*

Manatee

Program Name Type an "X" in the green box below for the program(s) in which the LEA is applying for funds.		Project Number	TAPS Number	2023-24 Preliminary Allocation	Requested Allocation	Estimated Roll Forward	Total Funds Requested (Sum of Allocation and Estimated Roll)
	Title I, Part A		24A001	$12,788,028 95	$0 00	$0 00	$0 00
	Title I, Part C		24A020	$426,742.00	$0 00		$0 00
	Title I, Part D, Subpart 2		24A009	$204,541 00	$0 00		$0 00
	Title II, Part A		24A011	$1,656,474.96	$1,656,475 00	$0 00	$1,656,475 00
	Title III, Part A		24A014	$928,702 00	$0 00	$0 00	$0 00
	Title IV, Part A		24A120	$1,098,284.00	$0 00	$0 00	$0 00
	Title V, Part B, Subpart 2		24A007	$0 00	$0 00		$0 00

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

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

Cynthia Saunders

Printed Name of Agency Head

Cynthia Saunders (Jun 13, 2023 21:15 EDT) *Signature of Agency Head*	Superintendent *Title*	06/13/2023 *Date*

Florida 2023-24 ESEA Federal Programs Preliminary Allocations*

**Each LEA knows the climate within their LEA and should only use these preliminary allocation amounts for planning purposes.*

Agency Number	Local Educational Agency	Title I, Part A	Title I, Part C	Title I, Part D, Subpart 2	Title II, Part A	Title III, Part A	Title IV, Part A	Title V, Part B, Subpart 2
010	Alachua	8,088,697	1,085,647	409,083	1,226,899	140,926	626,844	-
020	Baker	1,178,449	-	-	206,973	-	94,711	117,574
030	Bay	8,183,055	-	133,738	1,159,173	210,114	582,992	-
040	Bradford	1,240,790	-	-	170,038	-	101,855	67,069
050	Brevard	18,434,970	-	175,041	2,568,218	479,509	1,445,489	-
060	Broward	79,126,037	104,314	487,753	9,705,435	4,570,721	6,132,114	-
070	Calhoun	740,360	-	-	103,513	-	60,049	49,530
080	Charlotte	4,087,039	-	-	642,294	76,992	288,632	-
090	Citrus	5,632,685	-	82,603	800,323	24,163	456,854	-
100	Clay	6,227,275	-	-	997,250	165,089	526,639	
110	Collier	11,848,491	3,439,389	167,173	1,704,265	981,831	838,922	-
120	Columbia	3,384,783	-	-	478,617	16,359	274,532	233,988
140	DeSoto	2,209,334	426,952	-	292,225	70,688	158,082	109,952
150	Dixie	974,615	-	-	136,104	-	79,049	47,895
160	Duval	60,300,551	-	444,483	6,397,212	1,295,200	4,924,264	-
170	Escambia	20,363,760	-	332,380	2,528,471	132,822	1,202,826	-
685	FAMU Developmental Research School	323,491	-	-	101,866	-	26,561	-
687	FAU A. D Henderson School	379,556	-	-	195,764	11,856	35,633	-
180	Flagler	3,212,194	-	-	534,768	61,833	242,650	-
708	Florida Department of Corrections	-	-	-	-	-	-	-
557	Florida School for the Deaf and Blind	123,437	-	-	69,420	-	10,012	-
48C	Florida Virtual School	1,055,933	-	-	718,376	15,008	94,033	-
190	Franklin	607,279	-	-	82,946	-	46,724	27,561
371	FSU Developmental Research School	307,892	-	-	136,692	12,006	25,410	-
200	Gadsden	4,184,005	-	-	482,266	47,276	339,355	112,933
210	Gilchrist	767,180	-	-	115,557	17,710	62,224	67,385
220	Glades	403,760	89,669	-	58,491	10,807	32,791	41,671
230	Gulf	545,513	-	-	90,570	-	44,245	41,565
240	Hamilton	1,105,961	-	92,437	118,389	25,214	89,702	37,161
250	Hardee	1,905,577	480,108	-	224,741	54,029	170,346	116,678
260	Hendry	3,655,487	1,124,049	-	389,863	158,486	300,054	344,336

270	Hernando	7,598,499	-	-	994,172	97,853	616,297	-
280	Highlands	5,262,991	754,202	-	549,762	76,691	470,391	289,637
290	Hillsborough	76,954,119	2,113,204	818,165	9,081,518	3,373,073	5,017,084	-
300	Holmes	1,148,058	-	-	163,072	-	93,116	75,403
99H	IDEA	1,067,176	-	-	130,910	35,119	78,362	-
310	Indian River	4,458,072	5,530	-	685,765	138,675	338,651	-
320	Jackson	2,501,439	-	53,102	322,795	13,507	205,326	138,673
330	Jefferson	606,712	-	-	83,367	-	49,801	15,429
98Z	KIPP Miami	846,285	-	-	154,132	-	36,245	
340	Lafayette	386,393	5,300	-	58,446	-	31,339	27,956
350	Lake	11,986,389	11,473	47,202	1,772,758	322,374	904,530	-
53D	Lake Wales	2,382,143	31,003	-	605,947	58,832	193,210	-
360	Lee	26,160,705	397,812	184,874	3,417,421	2,545,526	1,927,552	-
370	Leon	11,879,480	-	84,570	1,331,602	157,585	974,810	-
380	Levy	2,591,683	-	-	367,998	28,665	173,469	130,287
390	Liberty	334,274	-	133,738	49,097	-	27,112	31,622
400	Madison	1,106,578	15,791	47,202	136,283	-	98,703	58,154
410	Manatee	12,788,029	426,742	204,541	1,656,475	928,702	1,098,284	-
420	Marion	15,970,606	-	434,650	2,017,076	384,058	1,295,339	-
430	Martin	4,451,439	-	-	611,779	345,787	365,388	-
815	Mater Academy	441,436	-	-	89,296	21,912	68,640	-
130	Miami-Dade	135,380,287	1,504,115	271,410	13,072,917	10,413,379	11,112,355	-
440	Monroe	1,853,323	-	-	325,556	188,202	130,474	-
450	Nassau	1,835,094	-	-	373,240	31,067	144,108	-
460	Okaloosa	6,586,297	-	261,577	957,876	255,288	534,199	-
470	Okeechobee	2,144,375	473,184	66,870	320,866	91,099	173,925	139,966
480	Orange	70,445,005	392,905	361,880	8,515,176	4,368,261	5,556,948	-
490	Osceola	21,832,791	-	118,005	2,852,441	1,883,668	1,653,404	-
500	Palm Beach	56,634,162	2,118,670	361,880	6,646,698	4,557,514	4,593,467	-
510	Pasco	22,030,147	94,302	104,238	2,953,789	667,711	1,766,274	-
520	Pinellas	30,362,989	-	283,211	3,637,534	970,124	2,462,672	-
530	Polk	43,914,161	1,242,423	296,978	5,051,144	1,639,036	3,561,777	-
540	Putnam	6,707,581	108,967	-	830,801	102,505	442,148	231,852
16R	San Jose	898,244	-	-	109,158	30,767	80,297	-
570	Santa Rosa	4,506,236	-	-	746,880	40,222	385,209	-
580	Sarasota	9,340,757	-	-	1,326,954	474,857	760,254	-
590	Seminole	11,649,163		135,705	1,735,454	529,186	944,837	

50D	South Tech	1,112,230	1,461	-	251,877	14,108	90,210	-
550	St. Johns	4,709,888		94,403	822,713	87,047	409,346	-
560	St. Lucie	15,537,667	173,290	279,277	1,795,425	788,226	1,275,432	-
600	Sumter	3,388,772	-	-	320,794	43,373	278,157	-
610	Suwannee	2,535,709	251,423	-	355,384	35,419	205,666	140,177
620	Taylor	1,121,505		-	163,548	-	90,963	61,741
015	UF, PK Yonge Devm't Research School	128,935	-	-	78,698		10,436	-
630	Union	650,965	-	-	109,954	-	43,517	53,908
48K	United Cerebral Palsy of Central Florida, Inc	399,927	-	-	114,250	10,956	29,114	-
640	Volusia	20,466,187	131,886	350,080	2,679,266	483,711	1,468,486	-
650	Wakulla	892,721	-	-	173,950	-	69,768	
660	Walton	2,560,229	-	60,969	425,682	109,109	207,654	-
670	Washington	1,357,344	301,385	-	190,484	-	110,091	78,620
	Total	**$922,503,352**	**$17,305,196**	**$7,379,218**	**$113,654,899**	**$44,921,833**	**$71,968,431**	**$2,888,723**

Title II, Part A Summary Budget
DOE 101

Manatee		24A011
School District of Manatee County	Project Number	TAPS Number
	Requested Allocation Amount	$1,656,475.00
	Estimated Roll Forward	
	Total Funds Requested (sum of allocation and estimated roll)	$1,656,475.00

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount
6400	360	AOF 1	1	Instructional Staff Training Services-Rentals		$53,544 86
6400	360	AOF 1	2	Instructional Staff Training Services-Rentals		$3,060 00
6400	360	AOF 1	3	Instructional Staff Training Services-Rentals		$900 00
6400	120	AOF 1	4	Instructional Staff Training Services-Classroom Teacher		$10,000 00
6400	392	AOF 1	5	Instructional Staff Training Services-Subawards Under Subagreement		$39,167 05
6400	392	AOF 1	6	Instructional Staff Training Services-Subawards Under Subagreement		$40,000 00
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6400	130	AOF 4	1	Instructional Staff Training Services-Other Certified		$1,035,841 12
6400	210	AOF 4	2	Instructional Staff Training Services-Retirement		$155,376 17
6400	220	AOF 4	5	Instructional Staff Training Services-Federal Insurance Contributions Ac		$79,241 85
6400	290	AOF 4	3	Instructional Staff Training Services-Other Employee Benefits		$2,382 43
6400	230	AOF 4	4	Instructional Staff Training Services-Group Insurance		$162,212 72
6400	240	AOF 4	6	Instructional Staff Training Services-Workers' Compensation		$12,948 01
6400	210	AOF 4	7	Instructional Staff Training Services-Retirement		$1,500 00
6400	220	AOF 4	8	Instructional Staff Training Services-Federal Insurance Contributions Ac		$765 00
6400	240	AOF 4	9	Instructional Staff Training Services-Workers' Compensation		$125 00
7200	790	AOF 4	10	General Administration (Superintendent's Office)-Miscellaneous		$59,410 79
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Title II, Part A

Manatee

Supporting Effective Instruction

To increase student achievement consistent with the challenging State academic standards; improve the quality and effectiveness of teachers, principals, and other school leaders; increase the number of teachers, principals, and other school leaders who are effective in improving student academic achievement in schools; and provide low-income and minority students greater access to effective teachers, principals and other school leaders.

Preliminary Allocation	$1,656,474.96
Requested Allocation Amount	$1,656,475.00
Estimated Roll Forward	$0.00
Total Funds Requested (Including Roll Forward) (sum of allocation and estimated roll)	$1,656,475.00

Area of Focus 1	Professional Development
Area of Focus 2	Recruitment and Retention
Area of Focus 3	Prioritize Effective Teachers for High Needs Students
Area of Focus 4	Administrative Costs

Title II, Part A Equitable Services Formula

Number of Students (ages 5-17)	
A1. LEA Total (Including Roll Forward) Enrollment	53525
A2. Participating Private Schools Total Enrollment	1086
A3 Total Enrollment = A1 + A2	54611
Title II, Part A Base Preliminary Allocation	
B1. Total LEA Base Preliminary Allocation (from the allocation tab)	$1,656,474.96
B2. Administrative Costs (for public and private school programs)	$0.00
B3. LEA Base Preliminary Allocation Minus Admin Costs = B1 B2	$1,656,474.96
Per Pupil Rate	
C1. B3 divided by A3	30.33225825
Equitable Services	
Amount LEA must reserve for equitable services for private school teachers and other educational personnel = A2 x C1	$32,940.83

Area of Focus 1: Professional Development

A. Provide a description of how the LEA will address Professional Development under this section and how these activities will be aligned with Florida's challenging academic standards.

Professional development activities and resources in this section are embedded in district training plans that ensure learning goals and opportunities are present at the district, school/department, and employee level to build capacity for a highly functioning workforce with the shared responsibility of increasing student achievement. The professional development activities advance continuous academic improvement, promote collective responsibility for student achievement and support alignment of educator goals, school improvement goals, and school district goals toward enhanced classroom instructional practices toward improving the learning of all students. Planning based on analysis of data for thoughtful trainings and evidenced based implementation and evaluation activities are inclusive and aligned with the academic standards and state assessments. The intention of the professional development activities is to enhance student learning by thoughtful and detailed professional development for teachers and administrators by helping them understand the expectations for knowledge, skills, and abilities outlined in Florida s challenging academic standards.Teachers, Coaches, Principals, and other school leaders will have access to a variety of differentiated virtual learning libraries with a wide range of courses to meet required and desired professional learning needs to increase their skill set and deepen knowledge to improve classroom practices and student learning toward increased student achievement. Digital professional learning libraries rich with resources including effective techniques and supplemental materials will be used to gain access to content experts and virtual coaching to build content knowledge based on the focus and progression of the academic standards. The scope of the work follows and the contracts for the service is included as supplemental documentation

☐ No Title II, Part A funds will be used to address this Area of Focus. If this box is checked then the LEA does not need to complete the next question or the budget section for this Area of Focus

B. Describe the funded activities that will be implemented to address Area of Focus 1.

Activity 1	Educational Impact – All staff members within the Manatee County School District will have an unlimited 12-month subscription to the full online academy of personalized and prescriptive professional learning opportunities that include reflection and discussion, application of new learning, and assessment of implementation
Activity 2	Frontline Education – This is a renewal subscription to provide online tools and resources to support the district with the initial assessment, recertification, or calibration of the Danielson Framework for teaching. Training on the observable components of the Framework for Teaching Evaluation instrument helps to ensure more accurate, focused, and consistent evaluations as well as targeted recommendations for effective, observable professional development for the District's certified staff The Framework for Teaching Evaluation Instrument provides educators with a deep, shared understanding of what good teaching looks like and builds observers' and teachers' confidence in the observation process. By using a common language of effective teaching, teachers and observers can have more action-oriented, constructive conversations that lead to professional growth and advance teaching effectiveness
Activity 3	Gale Cengage – Provides ebooks to all staff members within the Manatee County School District for individual or group professional learning opportunities from a variety of researched based sources. Topics include differentiation, supporting all students, culturally responsive teaching, social and emotional learning, and high-quality literacy instruction
Activity 4	ESOL Professional Development $10,000 – Provide ESOL coursework after hours for content area teachers to grow their skill set to meet the differentiated needs of students with limited English proficiency and academic support for students acquiring a second language.
Activity 5	Private Schools will receive $39 167.05 for equitable services.

Activity 6	Charter Schools $40,000 —The Manatee County School District consults with Charter schools to discuss providing professional development courses/training to teachers, principals, and other school leaders. Charter schools are given a budget with their equitable share based on student enrollment. Each Charter school fills out an application telling us how they will use Title II, Part A funds to ensure it is spent on allowable expenses. The Federal Programs coordinator meets with the Charter schools to share information on requesting funding. The District Support department meets with Charter schools on a regular basis to provide support. For the 2022-2023 school year Charter schools in Manatee County have chosen to use funding for teacher and administrator training on improving student achievement. The LEA is budgeting $40,000. for Charter School activities.
Activity 7	
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Activity 25	

List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	Use the dropdown to select LEA or Private
6400	360	AOF 1	1	Instructional Staff Training Services-Rentals		$53,544.86	LEA
6400	360	AOF 1	2	Instructional Staff Training Services-Rentals		$3 060.00	LEA
6400	360	AOF 1	3	Instructional Staff Training Services-Rentals		$900.00	LEA
6400	120	AOF 1	4	Instructional Staff Training Services-Classroom Teacher		$10,000.00	LEA
6400	392	AOF 1	5	Instructional Staff Training Services-Subawards Under Subagreements – In Excess of $25,000		$39 167.05	Private
6400	392	AOF 1	6	Instructional Staff Training Services-Subawards Under Subagreements – In Excess of $25,000		$40,000.00	LEA
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Activity 25	

List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	Use the dropdown to select LEA or Private
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Activity 19	
Activity 20	
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Activity 22	
Activity 23	
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Activity 25	

List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	Describe dropdown to select LEA or Private
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Activity 19	
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Activity 25	

List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount
6400	130	AOF 4	1	Instructional Staff Training Services-Other Certified	15.00	$1,035,841.12
6400	210	AOF 4	2	Instructional Staff Training Services-Retirement	15.00	$155,376.17
6400	220	AOF 4	5	Instructional Staff Training Services-Federal Insurance Contributions Act (FICA)	15.00	$79,241.85
6400	290	AOF 4	3	Instructional Staff Training Services-Other Employee Benefits	15.00	$2,382.43
6400	230	AOF 4	4	Instructional Staff Training Services-Group Insurance	15.00	$162,212.72
6400	240	AOF 4	6	Instructional Staff Training Services-Workers' Compensation	15.00	$12,948.01
6400	210	AOF 4	7	Instructional Staff Training Services-Retirement		$1,500.00
6400	220	AOF 4	8	Instructional Staff Training Services-Federal Insurance Contributions Act (FICA)		$765.00
6400	240	AOF 4	9	Instructional Staff Training Services-Workers' Compensation		$125.00
7200	790	AOF 4	10	General Administration (Superintendent's Office)-Miscellaneous		$59,410 79
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		AOF 4			

AOF 4

Area of Focus 4 Total (Not Including Roll Forward)	$1,509,803.09
Estimated Roll Forward Total	$0.00
Total Funds Requested (Including Roll Forward)	$1,509,803.09

	Area of Focus	LEA Total	Private Total	Area of Focus Total	Estimated Roll Forward Total	Area of Focus Grand Total	Percent of Allocation
Area of Focus 1	Professional Development	$107,504.86	$39 167.05	$146 671.91	$0.00	$146,671.91	8.85%
Area of Focus 2	Recruitment and Retention	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
Area of Focus 3	Prioritize Effective Teachers for High Needs Students	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
Area of Focus 4	Administrative Costs			$1,509,803.09	$0.00	$1,509,803.09	91.15%
	Grand Total	**$107,504.86**	**$39,167.05**	**$1,656,475.00**	**$0.00**	**$1,656,475.00**	**100.00%**

Click to return to the top of page.

If requesting less than the preliminary allocation, please provide the LEA's justification.

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

Elementary and Secondary Education Act (ESEA) Federal Programs

Florida's 2023-24 ESEA Federal Programs Application	
Manatee	
UEI Number	XKGXG94KMH6S
Fiscal Contact Information	
Fiscal Contact Name	Catherine Miley
Title	Director of Finance
Phone Number	941-708-8770 ext. 41111
Contact Email	mileyc@manateeschools.net
Title I, Part A	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title I, Part C	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title I, Part D, Subpart 2	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title II, Part A	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title III, Part A	
Program Contact Name	Debra Estes
Title	Director of ESOL, Migrant and Dual Language Programs
Phone Number	941-751-6550 ext. 43277
Contact Email	estesd@manateeschools.net
Title IV, Part A	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title V, Part B, Subpart 2	
Program Contact Name	
Title	
Phone Number	
Contact Email	

Florida 2023-24 ESEA Federal Program Assurances

General Assurances (Click here to access documents related to General Assurances)

Assurance 1: The Local Educational Agency (LEA) has on file with the FDOE, Office of the Comptroller, and a signed statement by the agency head certifying applicant adherence to these General Assurances for Participation in State and Federal Programs The complete text may be found in Section D of the Green Book. The certification of adherence, currently on file with the FDOE Comptroller's Office, shall remain in effect indefinitely The certification does not need to be resubmitted with this application unless a change occurs in federal or state law, or there are other changes in circumstances affecting a term, assurance, or condition.
Assurance 2: The LEA assures that they will comply with all applicable supplement not supplant requirements under ESEA. [Sections 1118(b), 1304(c)(2), 1415(b), 2301, 3115(g), 4110, 5232 of the Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act of 2015]
Assurance 3: The LEA assures that they will comply with the K12 ESEA Common Federal Program Guidance
Assurance 4: The LEA assures, as appropriate, that stakeholder collaboration across multiple programs will occur as outlined under ESEA.
Assurance 5: The LEA assures that a comprehensive needs assessment is conducted that takes into account information on the academic achievement of children in relation to the challenging state academic standards
Assurance 6: The LEA assures that timely and meaningful consultation occurs between LEA and private school officials before any decision that affects the opportunities of eligible private school children, teachers, and other educational personnel to participate in programs subject to equitable participation [Section 8501(a)(1)]
Assurance 7: The LEA assures they will periodically monitor and evaluate the effectiveness of the activities approved within the program application
Assurance 8: The LEA assures compliance with all state laws and regulations, including the State Board of Education rules

Title I, Part A: Improving Basic Programs Operated by Local Educational Agencies

Assurance 1: Migratory Children: The LEA assures that migratory and formerly migratory children who are eligible to receive services under Title I are selected to receive such services on the same basis as other children who are selected to receive services under the Title I program [Section 1112(c)(1)]
Assurance 2: Private Schools: The LEA assures that it will provide services to eligible children attending private elementary schools and secondary schools per section 1117, and timely and meaningful consultation with private school officials regarding such services unless there are no eligible private schools identified [Section 1112(c)(2)]
Assurance 3: NAEP: The LEA assures that it will participate, if selected, in the National Assessment of Educational Progress (NAEP) in reading and mathematics in grades 4 and 8 carried out under section 303(b)(3) of the National Assessment of Educational Progress Authorization Act [Section 1112(c)(3)]
Assurance 4: Cross Coordination: The LEA assures that it will coordinate and integrate services provided under Title I with other educational services at the LEA or individual school level, such as services for English learners, children with disabilities, migratory children, American Indian, Alaska Native, and Native Hawaiian children, and homeless children and youths, to increase program effectiveness, eliminate duplication, and reduce fragmentation of the
Assurance 5: Child Welfare Agency Point of Contact: The LEA assures that it will collaborate with the State or local child welfare agency to designate a point of contact if the corresponding child welfare agency notifies the LEA, in writing, that the agency has designated an employee to serve as a point of contact for the LEA. [Section 1112(c)(5)(A)]
Assurance 6: Certification: The LEA assures that all teachers and paraprofessionals working in a program supported with funds under Title I meet applicable state certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification [Section 1112 (c)(6)]
Assurance 7: Early Childhood Education: The LEA assures that in the case the LEA chooses to use Title I, Part A funds to provide early childhood education services to low-income children below the age of compulsory school attendance, such services comply with the performance standards established under section 641A(a) of the Head Start Act [Section 1112(c)(7)]
Assurance 8: Parents Right-To-Know: The LEA assures parents are notified appropriately according to the "Parents Right-To-Know" provision [Section 1112(e)(1)(A-B)].
Assurance 9: Collaboration: The local educational agency (LEA) assures that its plan was developed with timely and meaningful consultation with teachers, principals, other school leaders, paraprofessionals, specialized instructional support personnel, charter school leaders (in an LEA that has charter schools), administrators (including administrators of programs described in other parts of this Title), other appropriate school personnel, and with parents of children in schools served under Title I [Section 1112(a)(1)(A)]
Assurance 10: Coordination of Programs: As appropriate, the LEA assures the plan is coordinated with other programs under ESEA, the Individuals with Disabilities Education Act (20 U.S C. 1400 et seq.), the Rehabilitation Act of 1973 (20 U.S.C. 701 et seq), the Carl D Perkins Career and Technical Education Act of 2006 (20 U S C. 2301 et seq), the Workforce Innovation and Opportunity Act (29 U.S.C. 3101 et seq), the Head Start Act (42 U.S C. 9831 et seq), the McKinney-Vento Homeless Assistance Act (42 U.S C. 11301 et seq), the Adult Education and Family Literacy Act (29 U.S C. 3271 et seq), and other Acts as appropriate [Section 1112(a)(1)(B)]

Assurance 11: Child Welfare Agency Procedures: The LEA assures they will collaborate with the state or local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged and funded for the duration of the time in foster care The procedures will ensure that children in foster care needing transportation to the school of origin will promptly receive transportation in a cost-effective manner and in accordance with section 475(4)(A) of the Social Security Act (42 U.S C. 675(4)(A)), and ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the LEA will provide transportation to the school of origin if the local child welfare agency agrees to reimburse the LEA for the cost of such transportation, the LEA agrees to pay for the cost of such transportation, or the LEA and the local child welfare agency agree to share the cost of such transportation [Section 1112(c)(5)(B)]
Assurance 12: Parent Consultation The LEA assures that in order to receive parent and family engagement funds under section 1116 the agency will conduct outreach to all parents and family members and implement programs, activities, and procedures for the involvement of parents and family members in programs assisted under Title I consistent with section 1116 Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children [Section 1116(a)(1)].
Assurance 13: School Parent and Family Engagement Policy: The LEA assures that the following requirements outlined in section 1116(b)(1-4) are met. (1) Each school served under this part shall jointly develop with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed on by such parents, that shall describe the means for carrying out the requirements of section 1116 (c-f) and Assurances 11c-f Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school, (2) If the school has a parent and family engagement policy that applies to all parents and family members, a such school may amend that policy, if necessary, to meet the requirements of this subsection, (3) If the LEA involved has a school district-level parent and family engagement policy that applies to all parents and family members in all schools served by the LEA, such agency may amend that policy, if necessary, to meet the requirements of this subsection; and (4) If the plan under section 1112 is not satisfactory to the parents of participating children, the LEA shall submit any parent
Assurance 14: Policy Involvement: The LEA assures that each school served under this part shall meet the following requirements outlined in section 1116(c)(1-5). (1) Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under this part and to explain the requirements of this part, and the right of the parents to be involved, (2) offer a flexible number of meetings, such as meetings in the morning or evening, and may provide, with funds provided under this part, transportation, child care, or home visits, as such services relate to parental involvement; (3) involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under this part, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan under section 1114(b)except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children; (4) provide parents of participating children — (A) timely information about programs under this part; (B) a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of Florida's challenging academic standards, and (C) if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible; and (5) if
Assurance 15: Shared Responsibilities for Student Achievement: The LEA assures that the following requirements outlined in section 1116(d)(1-2) are met as a component of the school-level parent and family engagement policy developed under subsection (b), each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and how the school and parents will build and develop a partnership to help children achieve Florida's challenging academic standards. Such compact shall — (1) describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the Florida's challenging academic standards, and the ways in which each parent will be responsible for supporting their children's learning, volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time, and (2) address the importance of communication between teachers and parents on an ongoing basis through, at a minimum — (A) parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the individual child's achievement, (B) frequent reports to parents on their children's progress, (C) reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities; and (D) ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a
Assurance 16: Building Capacity for Involvement: To assure the effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school, and LEA funded under Title I will meet the provisional requirements as outlined in section 1116(e)(1-5 and 14) [Section 1116(e)].
Assurance 17: Accessibility: In carrying out the parent and family engagement requirements under Title I, LEAs, and schools, to the extent practicable, shall provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 in a format and, in a language such parents understand. [Section 1116(f)].
Assurance 18: Family Engagement in Education Programs: The LEA assures that in a state operating a program under part E of Title IV, each LEA or school that receives assistance under this part shall inform parents and organizations of the existence of the program. [Section 1116(g)]
Assurance 19: Private School Consultation: The LEA assures that after timely and meaningful consultation with appropriate private school officials, it will provide special educational services, instructional services, counseling, mentoring, one-on-one tutoring, or other benefits that address the needs of eligible children identified under section 1115(c); and, ensures that teachers and families of eligible children participate, on an equitable basis, in services and activities according to section 1116 [Section 1117(a)(1)(A) and (B)]

Assurance 20: Private School and LEA Agreement: The LEA assures that after conducting the timely and meaningful consultation with appropriate private school officials, it will submit a copy of the agreement between the LEA and the private school to the FDOE ombudsman in the Office of Grants Management. [Section 1117(b)(1)]
Assurance 21: Affirmation of Agreement: The LEA assures that it will submit to the FDOE ombudsman a written affirmation, signed by officials of each participating private school, that the meaningful consultation required by this section has occurred The written affirmation shall provide the option for private school officials to indicate such officials' belief that timely and meaningful consultation has not occurred or that the program design is not equitable for eligible private school children If such officials do not provide such affirmation within a reasonable time, the LEA shall forward the documentation that such consultation has, or attempts at such consultation has taken place to
Assurance 22: Supplement, Not Supplant Methodology: The LEA assures that it will be in compliance stipulated in paragraph (1) concerning supplement and not supplant requirements. To address this compliance, the LEA assures that it has a methodology used to allocate state and local funds to each school receiving assistance under this part is in place to ensure that such school receives all of the state and local funds it would otherwise receive if it were not receiving assistance under Title I, Part A. [Section 1118(b)(1-2)].
Assurance 23: Public School and Non-Public School Eligibility Survey (PSES/NPSES): The LEA assures they are in compliance with the PSES and NPSES guidelines to properly rank and serve their Public K-12 schools and to determine Title I, Part A equitable proportion of funds [Sections 1113(a)(3) and 1117(a)(4)]
Assurance 24: English Language Learners (ELLs) Notification Requirements: The LEA assures that it will comply with the requirements outlined in section 1112(e)(3)(A-B): the use of Title I, Part A and/or Title III funds to provide a language instruction educational program as determined under Title III shall, not later than 30 days after the beginning of the school year, inform parents using the 'Annual Parent Notification Letter' of an English learner identified for participation or participating in such a program For children who have not been identified as English learners before the beginning of the school year, but are identified as English learners during the such school year, the LEA shall notify the children's parents during the first two weeks of the child being placed in a language instruction educational program using the 'Initial Parent Notification Letter ' [Sections 1112(3)(A) and (B)]
Assurance 25: Comparability: The LEA assures that it will be in compliance with the requirements provided in section 1118(c)(2)(A) to ensure the following comparability requirements are met: an LEA-wide salary schedule, a policy to ensure equivalence among schools in teachers, administrators, and other staff; or a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies [Section 1118(c)(2)(A)]
Assurance 26: Constitutionally Protected Prayer: The LEA assures they will certify in writing to the Department that no policy of the LEA prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary and secondary schools. An LEA must provide this certification to the Bureau of Federal Educational Programs by October 1 of each year [Section 8524(b)]
Assurance 27: Schoolwide Programs: The LEA will ensure that all schools operating Schoolwide Programs under Title I, Part A will develop and implement a Schoolwide program plan that is developed in compliance with all requirements per Section 1114 (b).

Title I, Part C: Migrant Education Program

Assurance 1: The LEA assures funds for Migrant Education Program (MEP) will be used only for programs and projects, including the acquisition of equipment, under ESEA, section 1306, and to coordinate such programs and projects with similar programs and projects within the state and in other states, as well as with other Federal programs that can benefit migratory children and their families. [Section 1304(c)(1)]
Assurance 2: The LEA assures programs and projects funded for MEP will be carried out in a manner consistent with the objectives of section 1114, subsections (b) and (d) of section 1115, subsections (b) and (c) of section 1118,
Assurance 3: The LEA assures that in the planning and operation of programs and projects, there is appropriate consultation with parents of migratory children, including parent advisory councils for programs of at least 1 (one) school year in duration, and that all such programs and projects are carried out in a manner that provides for the same parental involvement as is required for programs and projects under section 1116 unless extraordinary circumstances make such provision impractical, and in a format and language understandable to the parents [Section 1304(c)(3)]
Assurance 4: The LEA assures that in planning and carrying out such programs and projects, there will be adequate provision for addressing the unmet educational needs of preschool migratory children and migratory children who have dropped out of school. [Section 1304(c)(4)]
Assurance 5. The LEA assures the effectiveness of such programs and projects will be determined, where feasible, using the same standards approaches that will be used to assess the performance of students, schools, and local educational agencies under Title I, Part A. [Section 1304(c)(5)].
Assurance 6: The LEA assures such programs and projects will provide for advocacy and outreach activities for migratory children and their families, to inform such children and families of other education, health, nutrition, and social services to help connect them to such services [Section 1304(c)(6)]
Assurance 7: The LEA assures that such programs and projects will, to the extent feasible, provide for advocacy and other outreach activities for migratory children and their families, including helping such children and families gain access to other education, health, nutrition, and social services, professional development programs, including mentoring, for teachers and other program personnel; family literacy programs; the integration of information technology into educational and related programs; and programs that facilitate the transition of secondary school students to postsecondary education or employment. [Section 1304(c)(7)]
Assurance 8: The LEA assures they will conduct the transfer of migrant student records according to state-required policies and procedures including actively participating with and meeting all Migrant Student Information Exchange System requirements [Section 1308(b)(2) 34 Code of Federal Regulations Part 200.85(d)]

Assurance 9: The LEA assures they will assist the state in determining the number of migratory children under Section 1303(a)(1), and the LEA shall give priority to migratory children who have made a qualifying move within the previous 1-year period and who are failing, or most at risk of failing, to meet the challenging State academic standards, or, have dropped out of school [Section 1304(d) 34 CFR Part 200 89(c) Section 1304(c)(8)]
Assurance 10: The LEA assures they will assist the state to promote interstate and intrastate coordination of services for migratory children, including coordination with other relevant programs and local projects in the state and other states. [Section 1304(b)(3) 34 CFR Part 200 82(b)]
Assurance 11: The LEA assures that a child who ceases to be a migratory child during a school term shall be eligible for services funded through Title I, Part C until the end of such term and may continue to receive such services for one (1) additional school year if comparable services are not available through other programs. Additionally, the LEA assures that migrant students who were eligible for services in secondary school may continue to be served through credit accrual programs until graduation [ESEA section 1304(e)] "
Title I, Part D, Subpart 2: Neglected and Delinquent Youth
Assurance 1: The LEA assures they shall adhere to the purpose of Section 1420 to provide opportunities for students to meet the same challenging state content standards and student academic achievement standards that all children in Florida are expected to meet [Sections 1421 and 1425(6)]
Assurance 2: The LEA assures they shall design transitional and supportive programs to meet the needs of children and youth returning to schools within the LEA or other alternative educational programs and assist them in completing their education [Sections 1422 and 1424]
Assurance 3: The LEA assures they shall, where feasible, involve parents in efforts to improve the educational achievement of their children and prevent further delinquent activities. [Section 1425(8)]
Assurance 4: The LEA assures they shall adhere to the provision of services under section 1423(2) and program requirements under section 1425 for any correctional facility to which the LEA has agreed [Section 1423].
Assurance 5: The LEA assures they shall evaluate the program not less than once every three years to determine the program's impact on student outcomes [Section 1431]
Title II, Part A: Supporting Effective Instruction
Assurance 1: The LEA assures they will comply with section 8501 (regarding participation by private school children and teachers) [Section 2102(b)(2)(E)]
Assurance 2: The LEA assures they will coordinate professional development activities authorized under this part with professional development activities provided through other Federal, State, and local programs. [Section
Assurance 3: The LEA assures they will reduce class size to an evidence-based level, to the extent the State (in consultation with local educational agencies in the State) determines that such evidence is reasonably available, to improve student achievement through the recruiting and hiring of additional effective teachers. [ESSA Section 2103]
Assurance 4: Collaboration - The local educational agency (LEA) assures that, in developing the application, an LEA shall provide meaningful consultation with teachers, principals, other school leaders, paraprofessionals (including organizations representing such individuals), specialized instructional support personnel, charter school leaders (in an LEA that has charter schools), parents, community partners, and other organizations or partners with relevant and demonstrated expertise in programs and activities. [ESEA section 2102(b)(3)]
Assurance 5: Professional Development - The LEA assures they will meet the statutory professional development definition as provided in ESEA section 8101(42) or other allowable uses of funds under section 2103(b)(3) of the
Title III, Part A: English Language Acquisition, Language Enhancement and Academic Achievement
Assurance 1: The LEA assures that it will comply with section 1112(e) – Parents' Rights-to-know, before, and throughout, each school year as of the date of application [Section 3116(b)(4)(A)]
Assurance 2: The LEA assures that it is not in violation of any State law, including State constitutional law, regarding the education of English learners, consistent with Sections 3125 and 3126 [Section 3116(b)(4)(B)].
Assurance 3: The LEA assures that each school with English learner (EL) students receives funds from non-Federal sources to fulfill the LEA's obligations under Title IV of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act, before using Title III, Part A funds for languages services to EL students. [Section 3115(g)]
Assurance 4: The LEA assures that, if applicable, it will coordinate activities and share relevant data under its plan with local Head Start and Early Head Start agencies, including migrant and seasonal Head Start agencies, and other early childhood education providers [Section 3116(b)(4)(D)]
Assurance 5: The LEA assures that it will consult with officials of private schools in a timely and meaningful manner to make available equitable Title III, Part A services to eligible English learners and immigrant children attending private schools located within the LEA's geographical boundaries. [Section 8501]
Assurance 6: The LEA assures that the current ELL population has enough students to generate the $10,000 threshold as indicated in Section 3114. [Section 3114 (c)]
Assurance 7: The LEA assures that not more than 2 percent of the LEA's Title III allocation will be used for the cost of administering the project. [Section 3115 (b)]
Title IV, Part A: Student Support and Academic Enrichment
Assurance 1: The LEA assures that it will prioritize the distribution of funds to schools served by the LEA or consortium of such agencies, that are among the schools with the greatest needs, as determined by a such LEA, or consortium, have the highest percentages or numbers of children counted under section 1124(c); are identified for comprehensive support and improvement under section 1111(c)(4)(D)(i), are implementing targeted support and improvement plans as described in section 1111(d)(2), or are identified as a persistently dangerous public elementary school or secondary school under section 8532. [Section 4106(e)(2)(A)]

Assurance 2: The LEA assures that it will comply with section 8501 regarding equitable participation by private school children and teachers [Section 4106(e)(2)(B)]
Assurance 3: With the exception of LEAs outlined in special rule ESEA 4106(f), the LEA assures that it will use not less than 20 percent of funds received under this subpart to support one or more of the activities authorized under
Assurance 4: Except LEAs outlined in the special rule section 4106(f), the LEA assures that it will use not less than 20 percent of funds received under this subpart to support one or more activities authorized under section 4108, coordinate with other schools and community-based services, and promote the involvement of parents [Section 4106(e)(2)(D)]
Assurance 5: Except LEAs outlined in special rule section 4106(f), the LEA assures that it will use a portion of funds received under this subpart to support one or more activities authorized under section 4109(a), including an assurance that the local educational agency, or consortium of local educational agencies, will comply with section 4109(b). [Section 4106(e)(2)(E)]
Assurance 6: The LEA assures that it will annually report to the State for inclusion in the report described in section 4104(a)(2) how funds are being used under this subpart to meet the requirements of subparagraphs (C) through
Assurance 7: The LEA assures that the LEA, or consortium of such agencies, shall develop its application through consultation with parents, teachers, principals, other school leaders, specialized instructional support personnel, students, community-based organizations, local government representatives (which may include a local law enforcement agency, local juvenile court, local child welfare agency, or local public housing agency), Indian tribes or tribal organizations that may be located in the region served by the local educational agency (where applicable), charter school teachers, principals, and other school leaders (if such agency or consortium of such agencies supports charter schools), and others with relevant and demonstrated expertise in programs and activities designed to meet the purpose of this subpart. [Section 4106(c)(1)]
Title V, Part B, Subpart 2: Rural and Low-Income Schools
Assurance 1: The LEA assures that its project funds under Title V, Part B, subpart 2 will be used for any activities authorized under the following ESEA Title programs. Title I, Part A, Title II, Part A, Title III, Part A, Title IV, Part A, and parental involvement activities. [Section 5222(a)]
Assurance 2: The LEA assures that its project funds under Subpart 2 will be used to supplement, and not supplant, any other Federal, State, or local education funds. [Section 5232]

Elementary and Secondary Education Act (ESEA) Federal Programs
Florida 2023-24 ESEA Federal Program Applications
Project Application (DOE 100A)
UEI Number *XKGXG94KMH65*
Manatee

Program Name Type an "X" in the green box below for the program(s) in which the LEA is applying for funds.		Project Number	TAPS Number	2023-24 Preliminary Allocation	Requested Allocation	Estimated Roll Forward	Total Funds Requested (Sum of Allocation and Estimated Roll)
	Title I, Part A		24A001	$12,788,028 95	$0.00	$0 00	$0 00
	Title I, Part C		24A020	$426,742 00	$0 00		$0 00
	Title I, Part D, Subpart 2		24A009	$204,541 00	$0 00		$0.00
	Title II, Part A		24A011	$1,656,474.96	$0 00	$0 00	$0 00
X	Title III, Part A		24A014	$928,702.00	$928,702 00	$100,000 00	$1,028,702 00
	Title IV, Part A		24A120	$1,098,284 00	$0 00	$0 00	$0 00
	Title V, Part B, Subpart 2		24A007	$0 00	$0 00		$0 00

As the official who is authorized to legally bind the agency/organization, I do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise Furthermore, all applicable statutes, regulations, and procedures, administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application

Cynthia Saunders Printed Name of Agency Head		
Cynthia Saunders (Jun 12, 2023 18:11 EDT) *Signature of Agency Head*	Superintendent *Title*	06/12/2023 *Date*

Florida 2023-24 ESEA Federal Programs Preliminary Allocations*

**Each LEA knows the climate within their LEA and should only use these preliminary allocation amounts for planning purposes.*

Agency Number	Local Educational Agency	Title I, Part A	Title I, Part C	Title I, Part D, Subpart 2	Title II, Part A	Title III, Part A	Title IV, Part A	Title V, Part B, Subpart 2
010	Alachua	8,088,697	1,085,647	409,083	1,226,899	140,926	626,844	-
020	Baker	1,178,449	-	-	206,973	-	94,711	117,574
030	Bay	8,183,055	-	133,738	1,159,173	210,114	582,992	-
040	Bradford	1,240,790	-	-	170,038	-	101,855	67,069
050	Brevard	18,434,970	-	175,041	2,568,218	479,509	1,445,489	-
060	Broward	79,126,037	104,314	487,753	9,705,435	4,570,721	6,132,114	-
070	Calhoun	740,360	-	-	103,513	-	60,049	49,530
080	Charlotte	4,087,039	-	-	642,294	76,992	288,632	-
090	Citrus	5,632,685	-	82,603	800,323	24,163	456,854	-
100	Clay	6,227,275	-	-	997,250	165,089	526,639	-
110	Collier	11,848,491	3,439,389	167,173	1,704,265	981,831	838,922	-
120	Columbia	3,384,783	-	-	478,617	16,359	274,532	233,988
140	DeSoto	2,209,334	426,952	-	292,225	70,688	158,082	109,952
150	Dixie	974,615	-	-	136,104	-	79,049	47,895
160	Duval	60,300,551	-	444,483	6,397,212	1,295,200	4,924,264	
170	Escambia	20,363,760	-	332,380	2,528,471	132,822	1,202,826	-
685	FAMU Developmental Research School	323,491	-	-	101,866	-	26,561	-
687	FAU A. D Henderson School	379,556	-	-	195,764	11,856	35,633	-
180	Flagler	3,212,194	-	-	534,768	61,833	242,650	-
708	Florida Department of Corrections	-	-	-	-		-	-
557	Florida School for the Deaf and Blind	123,437	-	-	69,420	-	10,012	-
48C	Florida Virtual School	1,055,933	-	-	718,376	15,008	94,033	-
190	Franklin	607,279	-	-	82,946	-	46,724	27,561
371	FSU Developmental Research School	307,892	-	-	136,692	12,006	25,410	-
200	Gadsden	4,184,005	-	-	482,266	47,276	339,355	112,933
210	Gilchrist	767,180	-	-	115,557	17,710	62,224	67,385
220	Glades	403,760	89,669	-	58,491	10,807	32,791	41,671
230	Gulf	545,513	-	-	90,570	-	44,245	41,565
240	Hamilton	1,105,961	-	92,437	118,389	25,214	89,702	37,161
250	Hardee	1,905,577	480,108	-	224,741	54,029	170,346	116,678
260	Hendry	3,655,487	1,124,049	-	389,863	158,486	300,054	344,336

270	Hernando	7,598,499	-	-	994,172	97,853	616,297	-
280	Highlands	5,262,991	754,202	-	549,762	76,691	470,391	289,637
290	Hillsborough	76,954,119	2,113,204	818,165	9,081,518	3,373,073	5,017,084	-
300	Holmes	1,148,058	-	-	163,072	-	93,116	75,403
99H	IDEA	1,067,176	-	-	130,910	35,119	78,362	-
310	Indian River	4,458,072	5,530	-	685,765	138,675	338,651	-
320	Jackson	2,501,439	-	53,102	322,795	13,507	205,326	138,673
330	Jefferson	606,712	-	-	83,367	-	49,801	15,429
98Z	KIPP Miami	846,285	-	-	154,132	-	36,245	
340	Lafayette	386,393	5,300	-	58,446	-	31,339	27,956
350	Lake	11,986,389	11,473	47,202	1,772,758	322,374	904,530	-
53D	Lake Wales	2,382,143	31,003	-	605,947	58,832	193,210	-
360	Lee	26,160,705	397,812	184,874	3,417,421	2,545,526	1,927,552	-
370	Leon	11,879,480	-	84,570	1,331,602	157,585	974,810	
380	Levy	2,591,683	-	-	367,998	28,665	173,469	130,287
390	Liberty	334,274	-	133,738	49,097	-	27,112	31,622
400	Madison	1,106,578	15,791	47,202	136,283	-	98,703	58,154
410	Manatee	12,788,029	426,742	204,541	1,656,475	928,702	1,098,284	-
420	Marion	15,970,606	-	434,650	2,017,076	384,058	1,295,339	-
430	Martin	4,451,439	-	-	611,779	345,787	365,388	-
815	Mater Academy	441,436	-	-	89,296	21,912	68,640	-
130	Miami-Dade	135,380,287	1,504,115	271,410	13,072,917	10,413,379	11,112,355	-
440	Monroe	1,853,323	-	-	325,556	188,202	130,474	-
450	Nassau	1,835,094	-	-	373,240	31,067	144,108	-
460	Okaloosa	6,586,297	-	261,577	957,876	255,288	534,199	-
470	Okeechobee	2,144,375	473,184	66,870	320,866	91,099	173,925	139,966
480	Orange	70,445,005	392,905	361,880	8,515,176	4,368,261	5,556,948	-
490	Osceola	21,832,791	-	118,005	2,852,441	1,883,668	1,653,404	-
500	Palm Beach	56,634,162	2,118,670	361,880	6,646,698	4,557,514	4,593,467	-
510	Pasco	22,030,147	94,302	104,238	2,953,789	667,711	1,766,274	-
520	Pinellas	30,362,989	-	283,211	3,637,534	970,124	2,462,672	-
530	Polk	43,914,161	1,242,423	296,978	5,051,144	1,639,036	3,561,777	-
540	Putnam	6,707,581	108,967	-	830,801	102,505	442,148	231,852
16R	San Jose	898,244	-	-	109,158	30,767	80,297	-
570	Santa Rosa	4,506,236	-	-	746,880	40,222	385,209	-
580	Sarasota	9,340,757	-	-	1,326,954	474,857	760,254	
590	Seminole	11,649,163	-	135,705	1,735,454	529,186	944,837	-

50D	South Tech	1,112,230	1,461	-	251,877	14,108	90,210	-
550	St. Johns	4,709,888	-	94,403	822,713	87,047	409,346	-
560	St. Lucie	15,537,667	173,290	279,277	1,795,425	788,226	1,275,432	-
600	Sumter	3,388,772	-	-	320,794	43,373	278,157	-
610	Suwannee	2,535,709	251,423	-	355,384	35,419	205,666	140,177
620	Taylor	1,121,505	-	-	163,548	-	90,963	61,741
015	UF, PK Yonge Devm't Research School	128,935	-	-	78,698		10,436	-
630	Union	650,965	-	-	109,954	-	43,517	53,908
48K	United Cerebral Palsy of Central Florida, Inc	399,927	-	-	114,250	10,956	29,114	-
640	Volusia	20,466,187	131,886	350,080	2,679,266	483,711	1,468,486	-
650	Wakulla	892,721	-	-	173,950	-	69,768	-
660	Walton	2,560,229	-	60,969	425,682	109,109	207,654	-
670	Washington	1,357,344	301,385	-	190,484	-	110,091	78,620
	Total	**$922,503,352**	**$17,305,196**	**$7,379,218**	**$113,654,899**	**$44,921,833**	**$71,968,431**	**$2,888,723**

Title III, Part A

Manatee

English Language Acquisition, Language Enhancement and Academic Achievement Act

To improve the education of English Learner (EL) children and youth by helping them learn English and meet challenging state academic content and student academic achievement standards.

Preliminary Allocation	**$928,702.00**
Requested Allocation Amount	**$928,702.00**
Estimated Roll Forward	**$100,000.00**
Total Funds Requested (Including Roll Forward) (sum of allocation and estimated roll)	**$1,028,702.00**

Area of Focus 1	English Language Proficiency
Area of Focus 2	Supplemental Professional Development
Area of Focus 3	Parental and Community Participation
Area of Focus 4	Administrative Costs (Direct grant administration not to exceed 2% of Allocation)

Title III, Part A Equitable Services Formula

Number of Students	
A1. LEA EL Enrollment	6764
A2. Participating Private Schools' EL Enrollment	0
A3. Total Enrollment of EL Students = A1 + A2	6764
Title III, Part A Base Preliminary Allocation	
B1. Total LEA Base Preliminary Allocation (from the allocation tab)	$928,702.00
B2. Administrative Costs (for public and private school programs)	$33,308.63
B3. LEA Base Preliminary Allocation Minus Admin Costs = B1 B2	$895 393.37
Per Pupil Rate	
C1. B3 divided by A3	$132.38
Equitable Services	
Amount LEA reserves for equitable services for private schools with ELL students = A2 x C1	$0.00

Area of Focus 1: English Language Proficiency

A. Describe how the LEA will use Title III, Part A funds to supplement English Language Proficiency activities within the English Learner student population. Include the data sources used to determine the need for the funded activities.

To determine the types of research–based supplementary services and materials needed to provide quality education to English Language Learners (ELLs) and former ELLs, the staff of the School District of Manatee County's ESOL Program, along with the Office of Assessment and Accountability, analyze data based on ACCESS 2.0 for ELLs, FAST results and Imagine Learning data. Input from parents that attended district advisory council meetings is considered when making decisions regarding supplementary services offered to

B. Describe the funded activities that will be implemented to address Area of Focus 1.

Activity 1	District ESOL Specialists, ESOL Resource Teachers and tutors will continue to provide support services to 33 elementary, 9 middle, 7 high, 3 alternative, and 15 charter schools. This year SDMC will have 18 ESOL Resource Teachers supporting schools with the highest ELL population. The District's general fund will pay for 12 teachers (for elementary schools with 100 or more ELLs) and Title III will supplement that by paying for 7.5 teachers (serving down to elementary schools with 75 or more ELLs)
Activity 2	SDMC will offer a summer science camp for middle school ELLs as an enrichment program. This program is based on the Next Generation Science Standards and gives students hands-on exposure to the standards they are taught in middle school
Activity 3	SDMC will continue to use Imagine Learning in conjunction with support provided by the ESOL Resource Teachers and ESOL Specialists for recently identified English Language Learners and ELLs scoring at a level 1 or 2 on the ACCESS 2.0 test of English language acquisition. This program will provide native language assistance in learning foundational reading skills as a supplemental program. The ESOL Resource Teachers and ESOL Specialists will provide on-going training to school and district staff on
Activity 4	SDMC will provide on-going training for ESOL Bilingual Paraprofessionals, ESOL Teachers, content area teachers and district personnel on the best instructional practices and English language development standards to support ELLs in mainstream classroom settings.
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List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	Use the dropdown to select LEA or Private
5100	130	AOF 1	1, 2, 3, 4	Basic (FEFP K-12)-Other Certified	7.5	$391,426.59	LEA
5100	210	AOF 1		Basic (FEFP K 12)-Retirement		$58,714.04	LEA
5100	220	AOF 1		Basic (FEFP K-12)-Federal Insurance Contributions Act (FICA)		$29,944.16	LEA
5100	231	AOF 1			Health Insurance	$65,560.05	LEA
5100	232	AOF 1			Life Insurance	$900.31	LEA
5100	240	AOF 1	1, 2, 3, 4	Basic (FEFP K 12)-Workers' Compensation		$4,892.89	LEA

6300	130	AOF 1		Instruction and Curriculum Development Services-Other Certified	4	$220,077.23	LEA
6300	210	AOF 1		Instruction and Curriculum Development Services-Retirement		$33,011.61	LEA
6300	220	AOF 1		Instruction and Curriculum Development Services-		$16,835.94	LEA
6300	231	AOF 1			Health Insurance	$34,464.08	LEA
6300	232	AOF 1			Life Insurance	$506.19	LEA
6300	240	AOF 1	1, 2, 3, 4	Instruction and Curriculum Development Services-Workers' Compensation		$2,750.99	LEA
5100	610	RF- AOF 1	2, 3, 4	Basic (FEFP K 12)-Library Books	Dictionaries	$10,000.00	LEA
5100	519	RF- AOF 1	3	Basic (FEFP K 12)-Technology Related Supplies		$10,000.00	LEA
7800	790	RF- AOF 1	2	Student Transportation Services-Miscellaneous		$7,500.00	LEA
7800	790	RF- AOF 1	2	Student Transportation Services-Miscellaneous		$2,500.00	LEA
6300	330	RF- AOF 1	2	Instruction and Curriculum Development Services-Travel		$5,000.00	LEA
6300	390	RF- AOF 1	1,2,3,4	Instruction and Curriculum Development Services-Other Purchased Services	Printing Specialists	$5,000.00	LEA
5100	510	RF- AOF 1	1,2,3,4	Basic (FEFP K-12)-Supplies	science camp	$5,000.00	LEA
6300	369	RF AOF 1	3		Technology Related Rentals	$13,208.61	LEA
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		AOF 1					
		AOF 1				

A. Describe how the LEA will use Title III, Part A funds to supplement professional development for personnel responsible for English Learners.

Supplementary professional development activities supported by Title III funding will increase teachers' abilities to effectively instruct English Language Learners The ESOL Department will deliver the summer social studies institute for secondary social studies teachers. The purpose of these institutes is to continue to offer strategies and support for teachers that need assistance in making content comprehensible for their English Learners.

B. Describe the funded activities that will be implemented to address Area of Focus 2.

Activity 1	SDMC will continue to provide on-site training and support to teachers by ESOL Specialists and ESOL Resource Teachers at schools on the best instructional strategies for ELLs. This also includes training for tutors and teachers in the extended day and extended year programs, as well as on supplementary programs including: Imagine Learning, Lexia, and Inside (textbook for ELD courses), and the English development standards to support ELLs in mainstream classroom settings.
Activity 2	The ESOL Specialists and Director of ESOL will use ACCESS 2.0 for ELLs results to create trainings for individual schools (and administrators) on how to use ACCESS results to drive lesson planning and instruction for ELLs at their unique levels of English language proficiency
Activity 3	The ESOL Director and ESOL Specialists will attend state and national conferences, including those focused on the implementation of the B.E.S.T standards and English language development standards, and to keep current with the newest research and subsequent innovations regarding the most effective instruction of ELLs. These conferences include NABE, TESOL, FASFEPA, FABES and Dual Language conferences.
Activity 4	The ESOL District and ESOL Specialists will continue to work with District Instructional Specialists on integrating the English Language Development Standards into the district curriculums for all core subject areas
Activity 5	The ESOL Department will continue to work with USF to offer basic Spanish language skills for teachers and administrators so they can communicate with the majority of our ESOL families.
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List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	Use the dropdown to select LEA or Private
5100	510	RF· AOF 2	1, 2, 3	Basic (FEFP K-12)-Supplies	supplies for ESOL teachers	$10 000.00	LEA
6400	330	AOF 2	1, 2, 3	Instructional Staff Training Services-Travel	Out of County Travel	$5,000.00	LEA
6400	330	RF· AOF 2	1, 2, 3		Travel to national conferences	$10,000.00	LEA
6400	330	RF AOF 2	1, 2, 3	Instructional Staff Training Services-Travel	Registration	$2,500.00	LEA
6400	510	RF· AOF 2	1, 2, 3	Instructional Staff Training Services-Supplies		$5,195.92	LEA
5100	390	RF AOF 2	4		Other purchased services	$10 000.00	LEA
6400	130	RF AOF 2	5	Instructional Staff Training Services-Other Certified	NCH for teacher to conduct	$3 000.00	LEA
6400	210	RF· AOF 2	5	Instructional Staff Training Services-Retirement		$450.00	LEA
6400	220	RF AOF 2	5	Instructional Staff Training Services-Federal Insurance Contributions Act (FICA)		$229.50	LEA
6400	240	RF· AOF 2	5	Instructional Staff Training Services-Workers' Compensation		$37.50	LEA
6400	310	AOF 2	1, 2	Instructional Staff Training Services-Professional and Technical Services	Subs for Teacher Trainings	$5,000.00	LEA
		AOF 2					
		AOF 2					
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LEA Total (Including Roll Forward)	$51,412.92
Private Total (Including Roll Forward)	$0.00
Area of Focus 2 Total (Not Including Roll Forward)	$10,000.00
Estimated Roll Forward Total	$41,412.92
Total Funds Requested (Including Roll Forward)	$51,412.92

Area of Focus 3: Parental and Community Participation

A. Describe how the LEA will address Parental and Community Participation within the English Learners student population.

Parent, family, and community involvement is extremely important to the success of ELLs· therefore, Title III will help support various opportunities for parents to become active participants in their children's education. This will be accomplished through school-based Parent ESOL Meetings and district-based Parent Leadership Council Meetings, as well as various publications and supplemental materials that will assist them in developing their own English language skills and to collaborate with their child's school The Director of

B. Describe the funded activities that will be implemented to address Area of Focus 3.

Activity 1	ESOL Specialists and ESOL Resource Teachers will assist parents during report card conferences and during other meetings between school staff and parents by providing supplemental translation assistance and by ensuring that parents receive notice of meetings and events.
Activity 2	Facilitate student enrollment in existing extended day school-based and district programs including, but not limited to Title I programs by reaching out directly to the parents of ELLs.
Activity 3	Parent communications will be in the language of the parent, unless clearly not feasible. Student report cards and the Parent Portal, where student grades and academic progress are maintained, are available to all parents online and are available in English, Spanish and Haitian Creole. FAST and ACCESS 2.0 for ELLs parent letters are in the parents' home language when feasible.
Activity 4	The ESOL Specialists will continue to work with the District Curriculum Specialists to provide support to parents. During the 2022-2023 school year, there were 81 parent meetings held at both the school and district level Meetings held at the District level had parents providing input on the District ELL Plan, learning about adult learning opportunities through various community agencies and support for assisting their children's' academics at home.
Activity 5	Continue to offer free parent literacy classes to assist parents to help their child be successful in school. ESOL Resource teachers will be paid to offer to their parents at their individual school sites. This course will assist our non-English speaking parents with resources on learning English, how to navigate the school system, Internet safety, and supporting their students academically
Activity 6	Title III Part A collaborates with the Title I Part A, Title III Immigrant, and Title I Part C (Migrant) and Title IV programs. These programs are in the same department and support many of the same students. Title III can access each school's Title I Basic budget information when a request is made for tutoring or supplemental materials for ELLs, to ensure that all local and Title I funds have been expended before Title III funds can be considered.
Activity 7	ESOL staff, school administrators and teachers collaborate extensively with community agencies for field trip opportunities, to schedule speakers, and to provide extracurricular experiences for ELLs including, but not limited to, the Campaign for Grade Level Literacy, Unidos Now Manatee Literacy Project Light, Manatee Rural Health, and the United Way
Activity 8	Update the Spanish Facebook page with information that is beneficial to the parents of ELLs. Also, answer the Spanish 'hotline where parents can call and speak to a native Spanish speaker to have all their questions answered
Activity 9	Increase parent awareness of services available in Manatee County Schools through continued outreach in the family's native language where feasible, using newsletters and Connect Ed phone calls in the native language as well as web-based resource tools found on the Title III page of the school districts website.
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List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	Use the dropdown to select LEA or Private
6100	370	RF- AOF 3	All	Student Personnel Services-Communications		$250.00	LEA
6100	390	AOF 3	All	Student Personnel Services-Other Purchased Services		$3,000.00	LEA
6100	510	AOF 3	All	Student Personnel Services-Supplies		$1,871.53	LEA
6100	510	RF- AOF 3	All	Student Personnel Services-Supplies		$128.47	LEA
		AOF 3					
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List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount
7200	792	AOF 4	1		Indirect Cost	$36,536.55
7500	160	AOF 4	2	Fiscal Services-Other Support Personnel	0.20	$13,026.57
7500	210	AOF 4		Fiscal Services-Retirement		$1,953.99
7500	220	AOF 4		Fiscal Services-Federal Insurance Contributions Act (FICA)		$996.53
7500	231	AOF 4			Health Insurance	$2,039.96
7500	232	AOF 4			Life Insurance	$29.96
7500	240	AOF 4		Fiscal Services-Workers' Compensation		$162.83
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		AOF 4				
		AOF 4				

		AOF 4				
		AOF 4				
		AOF 4				

Grand Total	$973,955.61	$0.00	$928,702.00	$100,000.00	$1,028,702.00	100.00%

Click to return to top of page.

If requesting less than the preliminary allocation, please provide the LEA's justification.

Title III, Part A Summary Budget
DOE 101

=@'Title Page'!A10:L10		24A014
Name of LEA	Project Number	TAPS Number
	Requested Allocation Amount	**$928,702.00**
	Estimated Roll Forward	**$100,000.00**
	Total Funds Requested (sum of allocation and estimated roll)	**$1,028,702.00**

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount
5100	130	AOF 1	1, 2, 3, 4	Basic (FEFP K-12)-Other Certified	7.5	$391,426 59
5100	210	AOF 1		Basic (FEFP K-12)-Retirement		$58,714 04
5100	220	AOF 1		Basic (FEFP K-12)-Federal Insurance Contributions Act (FICA)		$29,944 16
5100	231	AOF 1			Health Insurance	$65,560 05
5100	232	AOF 1			Life Insurance	$900 31
5100	240	AOF 1	1, 2, 3, 4	Basic (FEFP K-12)-Workers' Compensation		$4,892 89
6300	130	AOF 1		Instruction and Curriculum Development Services-Other Certified	4	$220,077 23
6300	210	AOF 1		Instruction and Curriculum Development Services-Retirement		$33,011 61
6300	220	AOF 1		Instruction and Curriculum Development Services-Federal Insurance Cc		$16,835 94
6300	231	AOF 1			Health Insurance	$34,464.08
6300	232	AOF 1			Life Insurance	$506 19
6300	240	AOF 1	1, 2, 3, 4	Instruction and Curriculum Development Services-Workers' Compensa		$2,750 99
5100	610	RF· AOF 1	2, 3, 4	Basic (FEFP K-12)-Library Books	Dictionaries	$10,000 00
5100	519	RF· AOF 1	3	Basic (FEFP K-12)-Technology Related Supplies		$10,000 00
7800	790	RF· AOF 1	2	Student Transportation Services-Miscellaneous		$7,500 00
7800	790	RF AOF 1	2	Student Transportation Services-Miscellaneous		$2,500 00
6300	330	RF. AOF 1	2	Instruction and Curriculum Development Services-Travel		$5,000 00
6300	390	RF: AOF 1	1,2,3,4	Instruction and Curriculum Development Services-Other Purchased Se	Printing Specialists	$5,000 00
5100	510	RF AOF 1	1,2,3,4	Basic (FEFP K-12)-Supplies	science camp	$5,000 00
6300	369	RF AOF 1	3		Technology Related Rent	$13,208 61
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STAFF COORDINATION FORM

TO: Cynthia Saunders		BOARD MEETING DATE : (if applicable)	TRACKING NUMBER:
		06/27/2023	13
THRU: Debra Estes in behalf Dr Breslin	PREPARED BY: Debra Estes and Jenny Rodriguez	DATE PREPARED: 06/02/2023	DUE DATE: 06/05/2023
SUBJECT: Approval to Accept and Expend Title II Grant Application of the Amount of $1,656,475.00		ACTION REQUIRED	
		✓ APPROVAL	
		✓ SIGNATURE	
		COORDINATION	
		INFORMATION	

ACTION SUMMARY: 1. Purpose	The Title II, Part A grant application requires budget review by Finance and signature of Mrs. Cynthia Saunders on the application from DOE 100A prior to submitting to FLDOE
2. Background	This is a federal entitlement grant taht the District receives on an annual basis.
3. Discussion	Title II, Part A: Supporting Effective Instruction Grant supports increasing students achievement and improving schools through the use of funds for professional development for teachers and administrators. Supporting Effective Instruction Grant in the amount of $ will support schools thorough intructional specialist and Coodinator of Leadership Development.
4. Recommendation	It is recommended that Finance review the budget and forward the application to Mrs. Cynthia Saunders for her review and signature on from DOE 100A. Pending Board Approval.

STAFF COORDINATION/APPROVAL

OFFICE	ACTION	NAME	DATE OUT	COMMENTS
Curriculum	Approval	Laurie Breslin	06/13/2023	
Finance	Approval	Amanda Means	06/13/2023	Rochelle Manigaa
Finance	Approval	Catherine Miley	06/13/2023	Cathy Miley
Deputy Superintendent	Approval	Rachell Sellers	06/13/2023	Rachel Sellers (Jun 13, 2023 20:51 EDT)
Superintendent	Approval	Cynthia Saunders	06/13/2023	

Encl: Tab A

Tab B

Debra Estes

06/13/2023

INSTRUCTIONS FOR STAFF COORDINATION FORM

The Staff Coordination Form is used to present information to coordinate between multiple departments and to gain a decision or signature by the Superintendent, Deputy Superintendent, or a a Chief Officer.

How to fill out this form:

TO: For final action: Name the final addressee or approval level for the action required, such as Superintendent, Deputy Superintendent or Chief Officer. For coordination: Name all addressees who need to see or comment on the proposed action.

BOARD MEETING DATE: If applicable, enter the date of the Board Meeting the item will be presented for approval.

TRACKING NUMBER: Created by originator of memo, can be any designation of your choosing.

THROUGH: Name addressees who need to see the memo before it reaches the "TO" addressee. This keeps everyone informed and provides an opportunity to make comments or give approval.

PREPARED BY: Identify the point of contact and/or coordinating office – the originator.

SUBJECT: Tell readers what the memo is about, usually in 10 words or less.

ACTION: Indicate the action desired of the "TO" addressee.

ACTION SUMMARY: Concisely lay out the information required for the decision maker to act on the recommendation. Frame the action in the context of previous or larger issues, identifying key points, showing coordination that has been accomplished and presenting any opposing views. Analyze alternatives and provide recommendations. The following should be included in the Action Summary:

- **Purpose**: Provide a short and clear statement of the purpose.
- **Background**: Lay out chronologically how the action has developed to date, summarizing key points.
- **Discussion**: Build the case for the recommendations. Identify unresolved nonconcurrences and provide a consideration of opposing views.
- **Recommendation**: State the recommendation, including action necessary to implement it, in such a way the official need only sign an attachment or coordinate, approve or disapprove the recommended action.
- **Enclosures**: List all enclosures as **TABs**. Describe the enclosure, if sending more than one copy of an enclosure to all addressees; note the quantity after the enclosure's description.

STAFF COORDINATION /APPROVAL: When an action for review or comment is required, include each office/point of contact and the instructions for the addressee. Each reviewer should forward information back to the coordinating office. The coordinating office will make revisions and resend a final version for approval. Instructions for the addressee should be one of the following:

- Action: Directs reader to take a specific action.
- Information: Provided for information only.
- Coordination: Review, discussion or approval is required by multiple departments.

STEPS:

1) If more than simple approval is needed send Staff Coordination Form to all sub-approval level addressees for review/comment. Redraft results as necessary to address comments received; circulate final proposal for all to view. Send to final approver for approval/ signature.
2) If simple approval is needed: send Staff Coordination Form to all sub-approval level addressees for information purposes as necessary, and send to final approver with information on bottom showing names/ offices of review.



Elementary and Secondary Education Act (ESEA) Federal Programs

Florida's 2023-24 ESEA Federal Programs Application	
Manatee	
UEI Number	XKGXG94KMH65
Fiscal Contact Information	
Fiscal Contact Name	Catherine Miley
Title	Director of Finance
Phone Number	941-708-8770 ext. 41111
Contact Email	mileyc@manateeschools.net
Title I, Part A	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title I, Part C	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title I, Part D, Subpart 2	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title II, Part A	
Program Contact Name	Laurie Breslin
Title	Executive Director Curriculum, Instruction and Assessment
Phone Number	941-751-6550 x-43075
Contact Email	BreslinL2@manateeschools.net
Title III, Part A	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title IV, Part A	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title V, Part B, Subpart 2	
Program Contact Name	
Title	
Phone Number	
Contact Email	

Florida 2023-24 ESEA Federal Program Assurances

General Assurances (Click here to access documents related to General Assurances)

Assurance 1: The Local Educational Agency (LEA) has on file with the FDOE, Office of the Comptroller, and a signed statement by the agency head certifying applicant adherence to these General Assurances for Participation in State and Federal Programs. The complete text may be found in Section D of the Green Book. The certification of adherence, currently on file with the FDOE Comptroller's Office, shall remain in effect indefinitely The certification does not need to be resubmitted with this application unless a change occurs in federal or state law, or there are other changes in circumstances affecting a term, assurance, or condition.
Assurance 2: The LEA assures that they will comply with all applicable supplement not supplant requirements under ESEA. [Sections 1118(b), 1304(c)(2), 1415(b), 2301, 3115(g), 4110, 5232 of the Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act of 2015]
Assurance 3: The LEA assures that they will comply with the K12 ESEA Common Federal Program Guidance.
Assurance 4: The LEA assures, as appropriate, that stakeholder collaboration across multiple programs will occur as outlined under ESEA.
Assurance 5: The LEA assures that a comprehensive needs assessment is conducted that takes into account information on the academic achievement of children in relation to the challenging state academic standards.
Assurance 6: The LEA assures that timely and meaningful consultation occurs between LEA and private school officials before any decision that affects the opportunities of eligible private school children, teachers, and other educational personnel to participate in programs subject to equitable participation [Section 8501(a)(1)]
Assurance 7: The LEA assures they will periodically monitor and evaluate the effectiveness of the activities approved within the program application.
Assurance 8: The LEA assures compliance with all state laws and regulations, including the State Board of Education rules.

Title I, Part A: Improving Basic Programs Operated by Local Educational Agencies

Assurance 1: Migratory Children: The LEA assures that migratory and formerly migratory children who are eligible to receive services under Title I are selected to receive such services on the same basis as other children who are selected to receive services under the Title I program [Section 1112(c)(1)]
Assurance 2: Private Schools: The LEA assures that it will provide services to eligible children attending private elementary schools and secondary schools per section 1117, and timely and meaningful consultation with private school officials regarding such services unless there are no eligible private schools identified [Section 1112(c)(2)]
Assurance 3: NAEP: The LEA assures that it will participate, if selected, in the National Assessment of Educational Progress (NAEP) in reading and mathematics in grades 4 and 8 carried out under section 303(b)(3) of the National Assessment of Educational Progress Authorization Act [Section 1112(c)(3)]
Assurance 4: Cross Coordination: The LEA assures that it will coordinate and integrate services provided under Title I with other educational services at the LEA or individual school level, such as services for English learners, children with disabilities, migratory children, American Indian, Alaska Native, and Native Hawaiian children, and homeless children and youths, to increase program effectiveness, eliminate duplication, and reduce fragmentation of the
Assurance 5: Child Welfare Agency Point of Contact: The LEA assures that it will collaborate with the State or local child welfare agency to designate a point of contact if the corresponding child welfare agency notifies the LEA, in writing, that the agency has designated an employee to serve as a point of contact for the LEA. [Section 1112(c)(5)(A)]
Assurance 6: Certification: The LEA assures that all teachers and paraprofessionals working in a program supported with funds under Title I meet applicable state certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification [Section 1112 (c)(6)]
Assurance 7: Early Childhood Education: The LEA assures that in the case the LEA chooses to use Title I, Part A funds to provide early childhood education services to low-income children below the age of compulsory school attendance, such services comply with the performance standards established under section 641A(a) of the Head Start Act [Section 1112(c)(7)]
Assurance 8: Parents Right-To-Know: The LEA assures parents are notified appropriately according to the "Parents Right-To-Know" provision [Section 1112(e)(1)(A-B)]
Assurance 9: Collaboration: The local educational agency (LEA) assures that its plan was developed with timely and meaningful consultation with teachers, principals, other school leaders, paraprofessionals, specialized instructional support personnel, charter school leaders (in an LEA that has charter schools), administrators (including administrators of programs described in other parts of this Title), other appropriate school personnel, and with parents of children in schools served under Title I [Section 1112(a)(1)(A)].
Assurance 10: Coordination of Programs: As appropriate, the LEA assures the plan is coordinated with other programs under ESEA, the Individuals with Disabilities Education Act (20 U.S C. 1400 et seq), the Rehabilitation Act of 1973 (20 U.S.C. 701 et seq), the Carl D Perkins Career and Technical Education Act of 2006 (20 U S C 2301 et seq), the Workforce Innovation and Opportunity Act (29 U.S C. 3101 et seq), the Head Start Act (42 U.S C. 9831 et seq), the McKinney-Vento Homeless Assistance Act (42 U.S C. 11301 et seq), the Adult Education and Family Literacy Act (29 U.S C. 3271 et seq), and other Acts as appropriate [Section 1112(a)(1)(B)]

Assurance 11: Child Welfare Agency Procedures: The LEA assures they will collaborate with the state or local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged and funded for the duration of the time in foster care The procedures will ensure that children in foster care needing transportation to the school of origin will promptly receive transportation in a cost-effective manner and in accordance with section 475(4)(A) of the Social Security Act (42 U.S.C. 675(4)(A)), and ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the LEA will provide transportation to the school of origin if the local child welfare agency agrees to reimburse the LEA for the cost of such transportation, the LEA agrees to pay for the cost of such transportation, or the LEA and the local child welfare agency agree to share the cost of such transportation. [Section 1112(c)(5)(B)]
Assurance 12: Parent Consultation. The LEA assures that in order to receive parent and family engagement funds under section 1116 the agency will conduct outreach to all parents and family members and implement programs, activities, and procedures for the involvement of parents and family members in programs assisted under Title I consistent with section 1116 Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children [Section 1116(a)(1)].
Assurance 13: School Parent and Family Engagement Policy: The LEA assures that the following requirements outlined in section 1116(b)(1-4) are met: (1) Each school served under this part shall jointly develop with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed on by such parents, that shall describe the means for carrying out the requirements of section 1116 (c-f) and Assurances 11c-f Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school, (2) If the school has a parent and family engagement policy that applies to all parents and family members, a such school may amend that policy, if necessary, to meet the requirements of this subsection, (3) If the LEA involved has a school district-level parent and family engagement policy that applies to all parents and family members in all schools served by the LEA, such agency may amend that policy, if necessary, to meet the requirements of this subsection, and (4) If the plan under section 1112 is not satisfactory to the parents of participating children, the LEA shall submit any parent
Assurance 14: Policy Involvement: The LEA assures that each school served under this part shall meet the following requirements outlined in section 1116(c)(1-5): (1) Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under this part and to explain the requirements of this part, and the right of the parents to be involved, (2) offer a flexible number of meetings, such as meetings in the morning or evening, and may provide, with funds provided under this part, transportation, child care, or home visits, as such services relate to parental involvement; (3) involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under this part, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan under section 1114(b)except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children; (4) provide parents of participating children — (A) timely information about programs under this part, (B) a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of Florida's challenging academic standards; and (C) if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible, and (5) if
Assurance 15: Shared Responsibilities for Student Achievement: The LEA assures that the following requirements outlined in section 1116(d)(1-2) are met as a component of the school-level parent and family engagement policy developed under subsection (b), each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and how the school and parents will build and develop a partnership to help children achieve Florida's challenging academic standards Such compact shall — (1) describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the Florida's challenging academic standards, and the ways in which each parent will be responsible for supporting their children's learning, volunteering in their child's classroom, and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time; and (2) address the importance of communication between teachers and parents on an ongoing basis through, at a minimum — (A) parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the individual child's achievement, (B) frequent reports to parents on their children's progress, (C) reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities, and (D) ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a
Assurance 16: Building Capacity for Involvement: To assure the effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school, and LEA funded under Title I will meet the provisional requirements as outlined in section 1116(e)(1-5 and 14) [Section 1116(e)]
Assurance 17: Accessibility: In carrying out the parent and family engagement requirements under Title I, LEAs, and schools, to the extent practicable, shall provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 in a format and, in a language such parents understand. [Section 1116(f)]
Assurance 18: Family Engagement in Education Programs: The LEA assures that in a state operating a program under part E of Title IV, each LEA or school that receives assistance under this part shall inform parents and organizations of the existence of the program [Section 1116(g)]
Assurance 19: Private School Consultation: The LEA assures that after timely and meaningful consultation with appropriate private school officials, it will provide special educational services, instructional services, counseling, mentoring, one-on-one tutoring, or other benefits that address the needs of eligible children identified under section 1115(c), and, ensures that teachers and families of eligible children participate, on an equitable basis, in services and activities according to section 1116 [Section 1117(a)(1)(A) and (B)]

Assurance 20: Private School and LEA Agreement: The LEA assures that after conducting the timely and meaningful consultation with appropriate private school officials, it will submit a copy of the agreement between the LEA and the private school to the FDOE ombudsman in the Office of Grants Management [Section 1117(b)(1)]
Assurance 21: Affirmation of Agreement: The LEA assures that it will submit to the FDOE ombudsman a written affirmation, signed by officials of each participating private school, that the meaningful consultation required by this section has occurred The written affirmation shall provide the option for private school officials to indicate such officials' belief that timely and meaningful consultation has not occurred or that the program design is not equitable for eligible private school children. If such officials do not provide such affirmation within a reasonable time, the LEA shall forward the documentation that such consultation has, or attempts at such consultation has taken place to
Assurance 22: Supplement, Not Supplant Methodology: The LEA assures that it will be in compliance stipulated in paragraph (1) concerning supplement and not supplant requirements. To address this compliance, the LEA assures that it has a methodology used to allocate state and local funds to each school receiving assistance under this part is in place to ensure that such school receives all of the state and local funds it would otherwise receive if it were not receiving assistance under Title I, Part A. [Section 1118(b)(1-2)].
Assurance 23: Public School and Non-Public School Eligibility Survey (PSES/NPSES): The LEA assures they are in compliance with the PSES and NPSES guidelines to properly rank and serve their Public K-12 schools and to determine Title I, Part A equitable proportion of funds. [Sections 1113(a)(3) and 1117(a)(4)].
Assurance 24: English Language Learners (ELLs) Notification Requirements: The LEA assures that it will comply with the requirements outlined in section 1112(e)(3)(A-B): the use of Title I, Part A and/or Title III funds to provide a language instruction educational program as determined under Title III shall, not later than 30 days after the beginning of the school year, inform parents using the 'Annual Parent Notification Letter' of an English learner identified for participation or participating in such a program For children who have not been identified as English learners before the beginning of the school year, but are identified as English learners during the such school year, the LEA shall notify the children's parents during the first two weeks of the child being placed in a language instruction educational program using the 'Initial Parent Notification Letter ' [Sections 1112(3)(A) and (B)].
Assurance 25: Comparability: The LEA assures that it will be in compliance with the requirements provided in section 1118(c)(2)(A) to ensure the following comparability requirements are met an LEA-wide salary schedule, a policy to ensure equivalence among schools in teachers, administrators, and other staff, or a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies [Section 1118(c)(2)(A)]
Assurance 26: Constitutionally Protected Prayer: The LEA assures they will certify in writing to the Department that no policy of the LEA prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary and secondary schools. An LEA must provide this certification to the Bureau of Federal Educational Programs by October 1 of each year [Section 8524(b)]
Assurance 27: Schoolwide Programs: The LEA will ensure that all schools operating Schoolwide Programs under Title I, Part A will develop and implement a Schoolwide program plan that is developed in compliance with all requirements per Section 1114 (b)

Title I, Part C: Migrant Education Program

Assurance 1: The LEA assures funds for Migrant Education Program (MEP) will be used only for programs and projects, including the acquisition of equipment, under ESEA, section 1306; and to coordinate such programs and projects with similar programs and projects within the state and in other states, as well as with other Federal programs that can benefit migratory children and their families [Section 1304(c)(1)]
Assurance 2: The LEA assures programs and projects funded for MEP will be carried out in a manner consistent with the objectives of section 1114, subsections (b) and (d) of section 1115, subsections (b) and (c) of section 1118,
Assurance 3: The LEA assures that in the planning and operation of programs and projects, there is appropriate consultation with parents of migratory children, including parent advisory councils for programs of at least 1 (one) school year in duration, and that all such programs and projects are carried out in a manner that provides for the same parental involvement as is required for programs and projects under section 1116 unless extraordinary circumstances make such provision impractical, and in a format and language understandable to the parents [Section 1304(c)(3)]
Assurance 4: The LEA assures that in planning and carrying out such programs and projects, there will be adequate provision for addressing the unmet educational needs of preschool migratory children and migratory children who have dropped out of school [Section 1304(c)(4)]
Assurance 5. The LEA assures the effectiveness of such programs and projects will be determined, where feasible, using the same standards approaches that will be used to assess the performance of students, schools, and local educational agencies under Title I, Part A. [Section 1304(c)(5)]
Assurance 6: The LEA assures such programs and projects will provide for advocacy and outreach activities for migratory children and their families, to inform such children and families of other education, health, nutrition, and social services to help connect them to such services [Section 1304(c)(6)].
Assurance 7: The LEA assures that such programs and projects will, to the extent feasible, provide for advocacy and other outreach activities for migratory children and their families, including helping such children and families gain access to other education, health, nutrition, and social services; professional development programs, including mentoring, for teachers and other program personnel; family literacy programs; the integration of information technology into educational and related programs, and programs that facilitate the transition of secondary school students to postsecondary education or employment. [Section 1304(c)(7)]
Assurance 8: The LEA assures they will conduct the transfer of migrant student records according to state-required policies and procedures including actively participating with and meeting all Migrant Student Information Exchange System requirements [Section 1308(b)(2). 34 Code of Federal Regulations Part 200.85(d)]

Assurance 9 The LEA assures they will assist the state in determining the number of migratory children under Section 1303(a)(1), and the LEA shall give priority to migratory children who have made a qualifying move within the previous 1-year period and who are failing, or most at risk of failing, to meet the challenging State academic standards, or, have dropped out of school [Section 1304(d) 34 CFR Part 200 89(c) Section 1304(c)(8)]
Assurance 10: The LEA assures they will assist the state to promote interstate and intrastate coordination of services for migratory children, including coordination with other relevant programs and local projects in the state and other states. [Section 1304(b)(3) 34 CFR Part 200 82(b)]
Assurance 11: The LEA assures that a child who ceases to be a migratory child during a school term shall be eligible for services funded through Title I, Part C until the end of such term and may continue to receive such services for one (1) additional school year if comparable services are not available through other programs Additionally, the LEA assures that migrant students who were eligible for services in secondary school may continue to be served through credit accrual programs until graduation. [ESEA section 1304(e)]."
Title I, Part D, Subpart 2: Neglected and Delinquent Youth
Assurance 1: The LEA assures they shall adhere to the purpose of Section 1420 to provide opportunities for students to meet the same challenging state content standards and student academic achievement standards that all children in Florida are expected to meet. [Sections 1421 and 1425(6)]
Assurance 2: The LEA assures they shall design transitional and supportive programs to meet the needs of children and youth returning to schools within the LEA or other alternative educational programs and assist them in completing their education [Sections 1422 and 1424].
Assurance 3: The LEA assures they shall, where feasible, involve parents in efforts to improve the educational achievement of their children and prevent further delinquent activities. [Section 1425(8)]
Assurance 4: The LEA assures they shall adhere to the provision of services under section 1423(2) and program requirements under section 1425 for any correctional facility to which the LEA has agreed [Section 1423].
Assurance 5: The LEA assures they shall evaluate the program not less than once every three years to determine the program's impact on student outcomes. [Section 1431].
Title II, Part A: Supporting Effective Instruction
Assurance 1: The LEA assures they will comply with section 8501 (regarding participation by private school children and teachers) [Section 2102(b)(2)(E)]
Assurance 2: The LEA assures they will coordinate professional development activities authorized under this part with professional development activities provided through other Federal, State, and local programs [Section
Assurance 3: The LEA assures they will reduce class size to an evidence-based level, to the extent the State (in consultation with local educational agencies in the State) determines that such evidence is reasonably available, to improve student achievement through the recruiting and hiring of additional effective teachers. [ESSA Section 2103]
Assurance 4: Collaboration - The local educational agency (LEA) assures that, in developing the application, an LEA shall provide meaningful consultation with teachers, principals, other school leaders, paraprofessionals (including organizations representing such individuals), specialized instructional support personnel, charter school leaders (in an LEA that has charter schools), parents, community partners, and other organizations or partners with relevant and demonstrated expertise in programs and activities. [ESEA section 2102(b)(3)]
Assurance 5: Professional Development - The LEA assures they will meet the statutory professional development definition as provided in ESEA section 8101(42) or other allowable uses of funds under section 2103(b)(3) of the
Title III, Part A: English Language Acquisition, Language Enhancement and Academic Achievement
Assurance 1: The LEA assures that it will comply with section 1112(e) – Parents' Rights-to-know, before, and throughout, each school year as of the date of application [Section 3116(b)(4)(A)]
Assurance 2: The LEA assures that it is not in violation of any State law, including State constitutional law, regarding the education of English learners, consistent with Sections 3125 and 3126. [Section 3116(b)(4)(B)].
Assurance 3: The LEA assures that each school with English learner (EL) students receives funds from non-Federal sources to fulfill the LEA's obligations under Title IV of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act, before using Title III, Part A funds for languages services to EL students. [Section 3115(g)]
Assurance 4: The LEA assures that, if applicable, it will coordinate activities and share relevant data under its plan with local Head Start and Early Head Start agencies, including migrant and seasonal Head Start agencies, and other early childhood education providers [Section 3116(b)(4)(D)]
Assurance 5: The LEA assures that it will consult with officials of private schools in a timely and meaningful manner to make available equitable Title III, Part A services to eligible English learners and immigrant children attending private schools located within the LEA's geographical boundaries. [Section 8501]
Assurance 6: The LEA assures that the current ELL population has enough students to generate the $10,000 threshold as indicated in Section 3114. [Section 3114 (c)]
Assurance 7: The LEA assures that not more than 2 percent of the LEA's Title III allocation will be used for the cost of administering the project. [Section 3115 (b)]
Title IV, Part A: Student Support and Academic Enrichment
Assurance 1: The LEA assures that it will prioritize the distribution of funds to schools served by the LEA or consortium of such agencies, that are among the schools with the greatest needs, as determined by a such LEA, or consortium, have the highest percentages or numbers of children counted under section 1124(c), are identified for comprehensive support and improvement under section 1111(c)(4)(D)(i), are implementing targeted support and improvement plans as described in section 1111(d)(2), or are identified as a persistently dangerous public elementary school or secondary school under section 8532 [Section 4106(e)(2)(A)]

Assurance 2: The LEA assures that it will comply with section 8501 regarding equitable participation by private school children and teachers. [Section 4106(e)(2)(B)]
Assurance 3: With the exception of LEAs outlined in special rule ESEA 4106(f), the LEA assures that it will use not less than 20 percent of funds received under this subpart to support one or more of the activities authorized under
Assurance 4: Except LEAs outlined in the special rule section 4106(f), the LEA assures that it will use not less than 20 percent of funds received under this subpart to support one or more activities authorized under section 4108, coordinate with other schools and community-based services, and promote the involvement of parents [Section 4106(e)(2)(D)]
Assurance 5: Except LEAs outlined in special rule section 4106(f), the LEA assures that it will use a portion of funds received under this subpart to support one or more activities authorized under section 4109(a), including an assurance that the local educational agency, or consortium of local educational agencies, will comply with section 4109(b) [Section 4106(e)(2)(E)]
Assurance 6: The LEA assures that it will annually report to the State for inclusion in the report described in section 4104(a)(2) how funds are being used under this subpart to meet the requirements of subparagraphs (C) through
Assurance 7: The LEA assures that the LEA, or consortium of such agencies, shall develop its application through consultation with parents, teachers, principals, other school leaders, specialized instructional support personnel, students, community-based organizations, local government representatives (which may include a local law enforcement agency, local juvenile court, local child welfare agency, or local public housing agency), Indian tribes or tribal organizations that may be located in the region served by the local educational agency (where applicable), charter school teachers, principals, and other school leaders (if such agency or consortium of such agencies supports charter schools), and others with relevant and demonstrated expertise in programs and activities designed to meet the purpose of this subpart. [Section 4106(c)(1)]

Title V, Part B, Subpart 2: Rural and Low-Income Schools

Assurance 1: The LEA assures that its project funds under Title V, Part B, subpart 2 will be used for any activities authorized under the following ESEA Title programs Title I, Part A, Title II, Part A, Title III, Part A, Title IV, Part A, and parental involvement activities [Section 5222(a)].
Assurance 2: The LEA assures that its project funds under Subpart 2 will be used to supplement, and not supplant, any other Federal, State, or local education funds [Section 5232]

Elementary and Secondary Education Act (ESEA) Federal Programs

Florida 2023-24 ESEA Federal Program Applications

Project Application (DOE 100A)

UEI Number *Enter UEI Number here*

Manatee

Program Name Type an "X" in the green box below for the program(s) in which the LEA is applying for funds.		Project Number	TAPS Number	2023-24 Preliminary Allocation	Requested Allocation	Estimated Roll Forward	Total Funds Requested (Sum of Allocation and Estimated Roll)
	Title I, Part A		24A001	$12,788,028.95	$0.00	$0 00	$0 00
	Title I, Part C		24A020	$426,742 00	$0 00		$0 00
	Title I, Part D, Subpart 2		24A009	$204,541 00	$0 00		$0 00
	Title II, Part A		24A011	$1,656,474.96	$1,656,475 00	$0 00	$1,656,475 00
	Title III, Part A		24A014	$928,702 00	$0 00	$0.00	$0 00
	Title IV, Part A		24A120	$1,098,284.00	$0 00	$0 00	$0 00
	Title V, Part B, Subpart 2		24A007	$0.00	$0 00		$0 00

As the official who is authorized to legally bind the agency/organization, I do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise Furthermore, all applicable statutes, regulations, and procedures, administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application

Cynthia Saunders *Printed Name of Agency Head*		
Cynthia Saunders (Jun 13, 2023 21:15 EDT) *Signature of Agency Head*	Superintendent *Title*	06/13/2023 *Date*

Florida 2023-24 ESEA Federal Programs Preliminary Allocations*

**Each LEA knows the climate within their LEA and should only use these preliminary allocation amounts for planning purposes.*

Agency Number	Local Educational Agency	Title I, Part A	Title I, Part C	Title I, Part D, Subpart 2	Title II, Part A	Title III, Part A	Title IV, Part A	Title V, Part B, Subpart 2
010	Alachua	8,088,697	1,085,647	409,083	1,226,899	140,926	626,844	-
020	Baker	1,178,449	-	-	206,973	-	94,711	117,574
030	Bay	8,183,055	-	133,738	1,159,173	210,114	582,992	-
040	Bradford	1,240,790	-	-	170,038		101,855	67,069
050	Brevard	18,434,970	-	175,041	2,568,218	479,509	1,445,489	-
060	Broward	79,126,037	104,314	487,753	9,705,435	4,570,721	6,132,114	-
070	Calhoun	740,360	-	-	103,513	-	60,049	49,530
080	Charlotte	4,087,039	-	-	642,294	76,992	288,632	-
090	Citrus	5,632,685	-	82,603	800,323	24,163	456,854	-
100	Clay	6,227,275	-	-	997,250	165,089	526,639	-
110	Collier	11,848,491	3,439,389	167,173	1,704,265	981,831	838,922	-
120	Columbia	3,384,783	-	-	478,617	16,359	274,532	233,988
140	DeSoto	2,209,334	426,952	-	292,225	70,688	158,082	109,952
150	Dixie	974,615	-	-	136,104	-	79,049	47,895
160	Duval	60,300,551	-	444,483	6,397,212	1,295,200	4,924,264	-
170	Escambia	20,363,760	-	332,380	2,528,471	132,822	1,202,826	-
685	FAMU Developmental Research School	323,491	-	-	101,866		26,561	-
687	FAU A. D Henderson School	379,556	-	-	195,764	11,856	35,633	-
180	Flagler	3,212,194	-	-	534,768	61,833	242,650	-
708	Florida Department of Corrections	-	-	-	-	-	-	-
557	Florida School for the Deaf and Blind	123,437	-	-	69,420	-	10,012	-
48C	Florida Virtual School	1,055,933		-	718,376	15,008	94,033	-
190	Franklin	607,279	-	-	82,946	-	46,724	27,561
371	FSU Developmental Research School	307,892	-	-	136,692	12,006	25,410	-
200	Gadsden	4,184,005	-	-	482,266	47,276	339,355	112,933
210	Gilchrist	767,180	-	-	115,557	17,710	62,224	67,385
220	Glades	403,760	89,669	-	58,491	10,807	32,791	41,671
230	Gulf	545,513	-	-	90,570	-	44,245	41,565
240	Hamilton	1,105,961	-	92,437	118,389	25,214	89,702	37,161
250	Hardee	1,905,577	480,108	-	224,741	54,029	170,346	116,678
260	Hendry	3,655,487	1,124,049	-	389,863	158,486	300,054	344,336

270	Hernando	7,598,499	-	-	994,172	97,853	616,297	-
280	Highlands	5,262,991	754,202	-	549,762	76,691	470,391	289,637
290	Hillsborough	76,954,119	2,113,204	818,165	9,081,518	3,373,073	5,017,084	-
300	Holmes	1,148,058	-	-	163,072	-	93,116	75,403
99H	IDEA	1,067,176	-	-	130,910	35,119	78,362	-
310	Indian River	4,458,072	5,530	-	685,765	138,675	338,651	-
320	Jackson	2,501,439	-	53,102	322,795	13,507	205,326	138,673
330	Jefferson	606,712	-	-	83,367	-	49,801	15,429
98Z	KIPP Miami	846,285	-	-	154,132	-	36,245	
340	Lafayette	386,393	5,300	-	58,446	-	31,339	27,956
350	Lake	11,986,389	11,473	47,202	1,772,758	322,374	904,530	-
53D	Lake Wales	2,382,143	31,003	-	605,947	58,832	193,210	-
360	Lee	26,160,705	397,812	184,874	3,417,421	2,545,526	1,927,552	-
370	Leon	11,879,480	-	84,570	1,331,602	157,585	974,810	-
380	Levy	2,591,683	-	-	367,998	28,665	173,469	130,287
390	Liberty	334,274	-	133,738	49,097	-	27,112	31,622
400	Madison	1,106,578	15,791	47,202	136,283	-	98,703	58,154
410	Manatee	12,788,029	426,742	204,541	1,656,475	928,702	1,098,284	-
420	Marion	15,970,606	-	434,650	2,017,076	384,058	1,295,339	-
430	Martin	4,451,439	-	-	611,779	345,787	365,388	-
815	Mater Academy	441,436		-	89,296	21,912	68,640	-
130	Miami-Dade	135,380,287	1,504,115	271,410	13,072,917	10,413,379	11,112,355	-
440	Monroe	1,853,323	-	-	325,556	188,202	130,474	-
450	Nassau	1,835,094	-	-	373,240	31,067	144,108	-
460	Okaloosa	6,586,297	-	261,577	957,876	255,288	534,199	-
470	Okeechobee	2,144,375	473,184	66,870	320,866	91,099	173,925	139,966
480	Orange	70,445,005	392,905	361,880	8,515,176	4,368,261	5,556,948	-
490	Osceola	21,832,791	-	118,005	2,852,441	1,883,668	1,653,404	-
500	Palm Beach	56,634,162	2,118,670	361,880	6,646,698	4,557,514	4,593,467	-
510	Pasco	22,030,147	94,302	104,238	2,953,789	667,711	1,766,274	-
520	Pinellas	30,362,989	-	283,211	3,637,534	970,124	2,462,672	-
530	Polk	43,914,161	1,242,423	296,978	5,051,144	1,639,036	3,561,777	-
540	Putnam	6,707,581	108,967	-	830,801	102,505	442,148	231,852
16R	San Jose	898,244	-	-	109,158	30,767	80,297	-
570	Santa Rosa	4,506,236		-	746,880	40,222	385,209	
580	Sarasota	9,340,757	-	-	1,326,954	474,857	760,254	-
590	Seminole	11,649,163	-	135,705	1,735,454	529,186	944,837	-

50D	South Tech	1,112,230	1,461	-	251,877	14,108	90,210	-
550	St Johns	4,709,888	-	94,403	822,713	87,047	409,346	-
560	St. Lucie	15,537,667	173,290	279,277	1,795,425	788,226	1,275,432	-
600	Sumter	3,388,772	-	-	320,794	43,373	278,157	-
610	Suwannee	2,535,709	251,423	-	355,384	35,419	205,666	140,177
620	Taylor	1,121,505	-	-	163,548	-	90,963	61,741
015	UF, PK Yonge Devm't Research School	128,935	-	-	78,698		10,436	-
630	Union	650,965	-	-	109,954	-	43,517	53,908
48K	United Cerebral Palsy of Central Florida, Inc	399,927	-	-	114,250	10,956	29,114	-
640	Volusia	20,466,187	131,886	350,080	2,679,266	483,711	1,468,486	-
650	Wakulla	892,721	-	-	173,950	-	69,768	-
660	Walton	2,560,229	-	60,969	425,682	109,109	207,654	-
670	Washington	1,357,344	301,385	-	190,484	-	110,091	78,620
	Total	**$922,503,352**	**$17,305,196**	**$7,379,218**	**$113,654,899**	**$44,921,833**	**$71,968,431**	**$2,888,723**

Title II, Part A Summary Budget
DOE 101

Manatee		24A011
School District of Manatee County	Project Number	TAPS Number
	Requested Allocation Amount	$1,656,475.00
	Estimated Roll Forward	
	Total Funds Requested (sum of allocation and estimated roll)	$1,656,475.00

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount
6400	360	AOF 1	1	Instructional Staff Training Services-Rentals		$53,544.86
6400	360	AOF 1	2	Instructional Staff Training Services-Rentals		$3,060 00
6400	360	AOF 1	3	Instructional Staff Training Services-Rentals		$900 00
6400	120	AOF 1	4	Instructional Staff Training Services-Classroom Teacher		$10,000 00
6400	392	AOF 1	5	Instructional Staff Training Services-Subawards Under Subagreement		$39,167 05
6400	392	AOF 1	6	Instructional Staff Training Services-Subawards Under Subagreement		$40,000 00
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6400	130	AOF 4	1	Instructional Staff Training Services-Other Certified		$1,035,841 12
6400	210	AOF 4	2	Instructional Staff Training Services-Retirement		$155,376 17
6400	220	AOF 4	5	Instructional Staff Training Services-Federal Insurance Contributions Ac		$79,241 85
6400	290	AOF 4	3	Instructional Staff Training Services-Other Employee Benefits		$2,382.43
6400	230	AOF 4	4	Instructional Staff Training Services-Group Insurance		$162,212 72
6400	240	AOF 4	6	Instructional Staff Training Services-Workers' Compensation		$12,948 01
6400	210	AOF 4	7	Instructional Staff Training Services-Retirement		$1,500 00
6400	220	AOF 4	8	Instructional Staff Training Services-Federal Insurance Contributions Ac		$765 00
6400	240	AOF 4	9	Instructional Staff Training Services-Workers' Compensation		$125 00
7200	790	AOF 4	10	General Administration (Superintendent's Office)-Miscellaneous		$59,410 79
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Title II, Part A

Manatee

Supporting Effective Instruction

To increase student achievement consistent with the challenging State academic standards; improve the quality and effectiveness of teachers, principals, and other school leaders; increase the number of teachers, principals, and other school leaders who are effective in improving student academic achievement in schools; and provide low-income and minority students greater access to effective teachers, principals and other school leaders.

Preliminary Allocation	$1,656,474.96
Requested Allocation Amount	$1,656,475.00
Estimated Roll Forward	$0.00
Total Funds Requested (Including Roll Forward) (sum of allocation and estimated roll)	$1,656,475.00

Area of Focus 1	Professional Development
Area of Focus 2	Recruitment and Retention
Area of Focus 3	Prioritize Effective Teachers for High Needs Students
Area of Focus 4	Administrative Costs

Title II, Part A Equitable Services Formula	
Number of Students (ages 5-17)	
A1. LEA Total (Including Roll Forward) Enrollment	53525
A2. Participating Private Schools Total Enrollment	1086
A3. Total Enrollment = A1 + A2	54611
Title II, Part A Base Preliminary Allocation	
B1. Total LEA Base Preliminary Allocation (from the allocation tab)	$1,656,474.96
B2. Administrative Costs (for public and private school programs)	$0.00
B3 LEA Base Preliminary Allocation Minus Admin Costs = B1 B2	$1,656,474.96
Per Pupil Rate	
C1. B3 divided by A3	30.33225825
Equitable Services	
Amount LEA must reserve for equitable services for private school teachers and other educational personnel = A2 x C1	$32,940.83

Area of Focus 1: Professional Development

A. Provide a description of how the LEA will address Professional Development under this section and how these activities will be aligned with Florida's challenging academic standards.

Professional development activities and resources in this section are embedded in district training plans that ensure learning goals and opportunities are present at the district, school/department, and employee level to build capacity for a highly functioning workforce with the shared responsibility of increasing student achievement. The professional development activities advance continuous academic improvement, promote collective responsibility for student achievement and support alignment of educator goals, school improvement goals, and school district goals toward enhanced classroom instructional practices toward improving the learning of all students. Planning based on analysis of data for thoughtful trainings and evidenced based implementation and evaluation activities are inclusive and aligned with the academic standards and state assessments. The intention of the professional development activities is to enhance student learning by thoughtful and detailed professional development for teachers and administrators by helping them understand the expectations for knowledge, skills, and abilities outlined in Florida's challenging academic standards.Teachers, Coaches, Principals, and other school leaders will have access to a variety of differentiated virtual learning libraries with a wide range of courses to meet required and desired professional learning needs to increase their skill set and deepen knowledge to improve classroom practices and student learning toward increased student achievement. Digital professional learning libraries rich with resources including effective techniques and supplemental materials will be used to gain access to content experts and virtual coaching to build content knowledge based on the focus and progression of the academic standards. The scope of the work follows and the contracts for the service is included as supplemental documentation

☐ No Title II, Part A funds will be used to address this Area of Focus. If this box is checked then the LEA does not need to complete the next question or the budget section for this Area of Focus.

B. Describe the funded activities that will be implemented to address Area of Focus 1.

Activity 1	Educational Impact – All staff members within the Manatee County School District will have an unlimited 12-month subscription to the full online academy of personalized and prescriptive professional learning opportunities that include reflection and discussion, application of new learning, and assessment of implementation
Activity 2	Frontline Education – This is a renewal subscription to provide online tools and resources to support the district with the initial assessment, recertification, or calibration of the Danielson Framework for teaching. Training on the observable components of the Framework for Teaching Evaluation instrument helps to ensure more accurate, focused, and consistent evaluations as well as targeted recommendations for effective, observable professional development for the District's certified staff The Framework for Teaching Evaluation Instrument provides educators with a deep shared understanding of what good teaching looks like and builds observers' and teachers' confidence in the observation process. By using a common language of effective teaching, teachers and observers can have more action-oriented, constructive conversations that lead to professional growth and advance teaching effectiveness.
Activity 3	Gale Cengage – Provides ebooks to all staff members within the Manatee County School District for individual or group professional learning opportunities from a variety of researched based sources. Topics include differentiation, supporting all students, culturally responsive teaching, social and emotional learning, and high-quality literacy instruction
Activity 4	ESOL Professional Development $10,000. – Provide ESOL coursework after hours for content area teachers to grow their skill set to meet the differentiated needs of students with limited English proficiency and academic support for students acquiring a second language.
Activity 5	Private Schools will receive $39 167.05 for equitable services.

Activity 6	Charter Schools $40 000. –The Manatee County School District consults with Charter schools to discuss providing professional development courses/training to teachers, principals, and other school leaders. Charter schools are given a budget with their equitable share based on student enrollment. Each Charter school fills out an application telling us how they will use Title II, Part A funds to ensure it is spent on allowable expenses. The Federal Programs coordinator meets with the Charter schools to share information on requesting funding. The District Support department meets with Charter schools on a regular basis to provide support. For the 2022-2023 school year Charter schools in Manatee County have chosen to use funding for teacher and administrator training on improving student achievement. The LEA is budgeting $40,000. for Charter School activities.
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Activity 25	

List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	Use the dropdown to select LEA or Private
6400	360	AOF 1	1	Instructional Staff Training Services-Rentals		$53,544.86	LEA
6400	360	AOF 1	2	Instructional Staff Training Services-Rentals		$3,060.00	LEA
6400	360	AOF 1	3	Instructional Staff Training Services-Rentals		$900.00	LEA
6400	120	AOF 1	4	Instructional Staff Training Services-Classroom Teacher		$10,000.00	LEA
6400	392	AOF 1	5	Instructional Staff Training Services-Subawards Under Subagreements – In Excess of $25,000		$39 167.05	Private
6400	392	AOF 1	6	Instructional Staff Training Services-Subawards Under Subagreements – In Excess of $25 000		$40,000.00	LEA
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List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	Use the dropdown to select LEA or Private
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Activity 25	

List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (if applicable)	Amount	Use the drop-down to select LEA or Private
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Activity 19	
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Activity 25	

List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount
6400	130	AOF 4	1	Instructional Staff Training Services-Other Certified	15.00	$1,035,841.12
6400	210	AOF 4	2	Instructional Staff Training Services-Retirement	15.00	$155,376.17
6400	220	AOF 4	5	Instructional Staff Training Services-Federal Insurance Contributions Act (FICA)	15.00	$79,241.85
6400	290	AOF 4	3	Instructional Staff Training Services-Other Employee Benefits	15.00	$2,382.43
6400	230	AOF 4	4	Instructional Staff Training Services-Group Insurance	15.00	$162,212.72
6400	240	AOF 4	6	Instructional Staff Training Services-Workers' Compensation	15.00	$12,948.01
6400	210	AOF 4	7	Instructional Staff Training Services-Retirement		$1,500.00
6400	220	AOF 4	8	Instructional Staff Training Services-Federal Insurance Contributions Act (FICA)		$765.00
6400	240	AOF 4	9	Instructional Staff Training Services-Workers' Compensation		$125.00
7200	790	AOF 4	10	General Administration (Superintendent's Office)-Miscellaneous		$59,410 79
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		AOF 4			

AOF 4

Area of Focus 4 Total (Not Including Roll Forward)	$1,509,803.09
Estimated Roll Forward Total	$0.00
Total Funds Requested (Including Roll Forward)	$1,509,803.09

Area of Focus		LEA Total		Private Total	Area of Focus Total	Estimated Roll Forward Total	Area of Focus Grand Total	Percent of Allocation
Area of Focus 1	Professional Development	$107,504.86		$39 167.05	$146,671.91	$0.00	$146,671.91	8.85%
Area of Focus 2	Recruitment and Retention	$0.00		$0.00	$0.00	$0.00	$0.00	0.00%
Area of Focus 3	Prioritize Effective Teachers for High Needs Students	$0.00		$0.00	$0.00	$0.00	$0.00	0 00%
Area of Focus 4	Administrative Costs				$1,509,803.09	$0.00	$1,509,803.09	91.15%
	Grand Total	**$107,504.86**		**$39,167.05**	**$1,656,475.00**	**$0.00**	**$1,656,475.00**	**100.00%**

Click to return to the top of page.

If requesting less than the preliminary allocation, please provide the LEA's justification.

Elementary and Secondary Education Act (ESEA) Federal Programs

Florida's 2023-24 ESEA Federal Programs Application	
Manatee	
UEI Number	XKGXG94KMH65
Fiscal Contact Information	
Fiscal Contact Name	Catherine Miley Hayden
Title	Director of Finance
Phone Number	941-708-8770 X 43111
Contact Email	mileyc@manateeschools.net
Title I, Part A	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title I, Part C	
Program Contact Name	MARIO MENDOZA
Title	COORDINATOR
Phone Number	941-751-6550 EXT. 43333
Contact Email	mendozam@manateeschools.net
Title I, Part D, Subpart 2	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title II, Part A	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title III, Part A	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title IV, Part A	
Program Contact Name	MARIO MENDOZA
Title	COORDINATOR
Phone Number	941-751-6550 EXT. 43333
Contact Email	mendozam@manateeschools.net
Title V, Part B, Subpart 2	
Program Contact Name	
Title	
Phone Number	
Contact Email	

Florida 2023-24 ESEA Federal Program Assurances

General Assurances (Click here to access documents related to General Assurances)

Assurance 1: The Local Educational Agency (LEA) has on file with the FDOE, Office of the Comptroller, and a signed statement by the agency head certifying applicant adherence to these General Assurances for Participation in State and Federal Programs. The complete text may be found in Section D of the Green Book. The certification of adherence, currently on file with the FDOE Comptroller's Office, shall remain in effect indefinitely. The certification does not need to be resubmitted with this application unless a change occurs in federal or state law, or there are other changes in circumstances affecting a term, assurance, or condition.

Assurance 2: The LEA assures that they will comply with all applicable supplement not supplant requirements under ESEA. [Sections 1118(b), 1304(c)(2), 1415(b), 2301, 3115(g), 4110, 5232 of the Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act of 2015].

Assurance 3: The LEA assures that they will comply with the K12 ESEA Common Federal Program Guidance.

Assurance 4: The LEA assures, as appropriate, that stakeholder collaboration across multiple programs will occur as outlined under ESEA.

Assurance 5: The LEA assures that a comprehensive needs assessment is conducted that takes into account information on the academic achievement of children in relation to the challenging state academic standards.

Assurance 6: The LEA assures that timely and meaningful consultation occurs between LEA and private school officials before any decision that affects the opportunities of eligible private school children, teachers, and other educational personnel to participate in programs subject to equitable participation. [Section 8501(a)(1)]

Assurance 7: The LEA assures they will periodically monitor and evaluate the effectiveness of the activities approved within the program application.

Assurance 8: The LEA assures compliance with all state laws and regulations, including the State Board of Education rules.

Title I, Part A: Improving Basic Programs Operated by Local Educational Agencies

Assurance 1: Migratory Children: The LEA assures that migratory and formerly migratory children who are eligible to receive services under Title I are selected to receive such services on the same basis as other children who are selected to receive services under the Title I program. [Section 1112(c)(1)].

Assurance 2: Private Schools: The LEA assures that it will provide services to eligible children attending private elementary schools and secondary schools per section 1117, and timely and meaningful consultation with private school officials regarding such services unless there are no eligible private schools identified. [Section 1112(c)(2)].

Assurance 3: NAEP: The LEA assures that it will participate, if selected, in the National Assessment of Educational Progress (NAEP) in reading and mathematics in grades 4 and 8 carried out under section 303(b)(3) of the National Assessment of Educational Progress Authorization Act [Section 1112(c)(3)].

Assurance 4: Cross Coordination: The LEA assures that it will coordinate and integrate services provided under Title I with other educational services at the LEA or individual school level, such as services for English learners, children with disabilities, migratory children, American Indian, Alaska Native, and Native Hawaiian children, and homeless children and youths, to increase program effectiveness, eliminate duplication, and reduce fragmentation of the

Assurance 5: Child Welfare Agency Point of Contact: The LEA assures that it will collaborate with the State or local child welfare agency to designate a point of contact if the corresponding child welfare agency notifies the LEA, in writing, that the agency has designated an employee to serve as a point of contact for the LEA. [Section 1112(c)(5)(A)].

Assurance 6: Certification: The LEA assures that all teachers and paraprofessionals working in a program supported with funds under Title I meet applicable state certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification [Section 1112 (c)(6)].

Assurance 7: Early Childhood Education: The LEA assures that in the case the LEA chooses to use Title I, Part A funds to provide early childhood education services to low-income children below the age of compulsory school attendance, such services comply with the performance standards established under section 641A(a) of the Head Start Act [Section 1112(c)(7)].

Assurance 8: Parents Right-To-Know: The LEA assures parents are notified appropriately according to the "Parents Right-To-Know" provision. [Section 1112(e)(1)(A-B)].

Assurance 9: Collaboration: The local educational agency (LEA) assures that its plan was developed with timely and meaningful consultation with teachers, principals, other school leaders, paraprofessionals, specialized instructional support personnel, charter school leaders (in an LEA that has charter schools), administrators (including administrators of programs described in other parts of this Title), other appropriate school personnel, and with parents of children in schools served under Title I. [Section 1112(a)(1)(A)].

Assurance 10: Coordination of Programs: As appropriate, the LEA assures the plan is coordinated with other programs under ESEA, the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), the Rehabilitation Act of 1973 (20 U.S.C. 701 et seq.), the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.), the Workforce Innovation and Opportunity Act (29 U.S.C. 3101 et seq.), the Head Start Act (42 U.S.C. 9831 et seq.), the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11301 et seq.), the Adult Education and Family Literacy Act (29 U.S.C. 3271 et seq.), and other Acts as appropriate. [Section 1112(a)(1)(B)].

Assurance 11: Child Welfare Agency Procedures: The LEA assures they will collaborate with the state or local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged and funded for the duration of the time in foster care. The procedures will: ensure that children in foster care needing transportation to the school of origin will promptly receive transportation in a cost-effective manner and in accordance with section 475(4)(A) of the Social Security Act (42 U.S.C. 675(4)(A)); and ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the LEA will provide transportation to the school of origin if: the local child welfare agency agrees to reimburse the LEA for the cost of such transportation; the LEA agrees to pay for the cost of such transportation; or the LEA and the local child welfare agency agree to share the cost of such transportation. [Section 1112(c)(5)(B)].

Assurance 12: Parent Consultation: The LEA assures that in order to receive parent and family engagement funds under section 1116 the agency will conduct outreach to all parents and family members and implement programs, activities, and procedures for the involvement of parents and family members in programs assisted under Title I consistent with section 1116. Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children. [Section 1116(a)(1)].

Assurance 13: School Parent and Family Engagement Policy: The LEA assures that the following requirements outlined in section 1116(b)(1-4) are met: (1) Each school served under this part shall jointly develop with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed on by such parents, that shall describe the means for carrying out the requirements of section 1116 (c-f) and Assurances 11c-f. Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school; (2) If the school has a parent and family engagement policy that applies to all parents and family members, a such school may amend that policy, if necessary, to meet the requirements of this subsection; (3) If the LEA involved has a school district-level parent and family engagement policy that applies to all parents and family members in all schools served by the LEA, such agency may amend that policy, if necessary, to meet the requirements of this subsection; and (4) If the plan under section 1112 is not satisfactory to the parents of participating children, the LEA shall submit any parent

Assurance 14: Policy Involvement: The LEA assures that each school served under this part shall meet the following requirements outlined in section 1116(c)(1-5): (1) Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under this part and to explain the requirements of this part, and the right of the parents to be involved; (2) offer a flexible number of meetings, such as meetings in the morning or evening, and may provide, with funds provided under this part, transportation, child care, or home visits, as such services relate to parental involvement; (3) involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under this part, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan under section 1114(b)except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children; (4) provide parents of participating children — (A) timely information about programs under this part; (B) a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of Florida's challenging academic standards; and (C) if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible; and (5) if

Assurance 15: Shared Responsibilities for Student Achievement: The LEA assures that the following requirements outlined in section 1116(d)(1-2) are met: as a component of the school-level parent and family engagement policy developed under subsection (b), each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and how the school and parents will build and develop a partnership to help children achieve Florida's challenging academic standards. Such compact shall — (1) describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the Florida's challenging academic standards, and the ways in which each parent will be responsible for supporting their children's learning, volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time; and (2) address the importance of communication between teachers and parents on an ongoing basis through, at a minimum — (A) parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the individual child's achievement; (B) frequent reports to parents on their children's progress; (C) reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities; and (D) ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a

Assurance 16: Building Capacity for Involvement: To assure the effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school, and LEA funded under Title I will meet the provisional requirements as outlined in section 1116(e)(1-5 and 14). [Section 1116(e)].

Assurance 17: Accessibility: In carrying out the parent and family engagement requirements under Title I, LEAs, and schools, to the extent practicable, shall provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 in a format and, in a language such parents understand. [Section 1116(f)].

Assurance 18: Family Engagement in Education Programs: The LEA assures that in a state operating a program under part E of Title IV, each LEA or school that receives assistance under this part shall inform parents and organizations of the existence of the program. [Section 1116(g)].

Assurance 19: Private School Consultation: The LEA assures that after timely and meaningful consultation with appropriate private school officials, it will provide special educational services, instructional services, counseling, mentoring, one-on-one tutoring, or other benefits that address the needs of eligible children identified under section 1115(c); and, ensures that teachers and families of eligible children participate, on an equitable basis, in services and activities according to section 1116. [Section 1117(a)(1)(A) and (B)].

Assurance 20: Private School and LEA Agreement: The LEA assures that after conducting the timely and meaningful consultation with appropriate private school officials, it will submit a copy of the agreement between the LEA and the private school to the FDOE ombudsman in the Office of Grants Management. [Section 1117(b)(1)].
Assurance 21: Affirmation of Agreement: The LEA assures that it will submit to the FDOE ombudsman a written affirmation, signed by officials of each participating private school, that the meaningful consultation required by this section has occurred. The written affirmation shall provide the option for private school officials to indicate such officials' belief that timely and meaningful consultation has not occurred or that the program design is not equitable for eligible private school children. If such officials do not provide such affirmation within a reasonable time, the LEA shall forward the documentation that such consultation has, or attempts at such consultation has taken place to
Assurance 22: Supplement, Not Supplant Methodology: The LEA assures that it will be in compliance stipulated in paragraph (1) concerning supplement and not supplant requirements. To address this compliance, the LEA assures that it has a methodology used to allocate state and local funds to each school receiving assistance under this part is in place to ensure that such school receives all of the state and local funds it would otherwise receive if it were not receiving assistance under Title I, Part A. [Section 1118(b)(1-2)].
Assurance 23: Public School and Non-Public School Eligibility Survey (PSES/NPSES): The LEA assures they are in compliance with the PSES and NPSES guidelines to properly rank and serve their Public K-12 schools and to determine Title l, Part A equitable proportion of funds. [Sections 1113(a)(3) and 1117(a)(4)].
Assurance 24: English Language Learners (ELLs) Notification Requirements: The LEA assures that it will comply with the requirements outlined in section 1112(e)(3)(A-B): the use of Title I, Part A and/or Title III funds to provide a language instruction educational program as determined under Title III shall, not later than 30 days after the beginning of the school year, inform parents using the 'Annual Parent Notification Letter' of an English learner identified for participation or participating in such a program. For children who have not been identified as English learners before the beginning of the school year, but are identified as English learners during the such school year, the LEA shall notify the children's parents during the first two weeks of the child being placed in a language instruction educational program using the 'Initial Parent Notification Letter.' [Sections 1112(3)(A) and (B)].
Assurance 25: Comparability: The LEA assures that it will be in compliance with the requirements provided in section 1118(c)(2)(A) to ensure the following comparability requirements are met: an LEA-wide salary schedule; a policy to ensure equivalence among schools in teachers, administrators, and other staff; or a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies. [Section 1118(c)(2)(A)].
Assurance 26: Constitutionally Protected Prayer: The LEA assures they will certify in writing to the Department that no policy of the LEA prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary and secondary schools. An LEA must provide this certification to the Bureau of Federal Educational Programs by October 1 of each year. [Section 8524(b)].
Assurance 27: Schoolwide Programs: The LEA will ensure that all schools operating Schoolwide Programs under Title I, Part A will develop and implement a Schoolwide program plan that is developed in compliance with all requirements per Section 1114 (b).

Title I, Part C: Migrant Education Program

Assurance 1: The LEA assures funds for Migrant Education Program (MEP) will be used only for programs and projects, including the acquisition of equipment, under ESEA, section 1306; and to coordinate such programs and projects with similar programs and projects within the state and in other states, as well as with other Federal programs that can benefit migratory children and their families. [Section 1304(c)(1)].
Assurance 2: The LEA assures programs and projects funded for MEP will be carried out in a manner consistent with the objectives of section 1114, subsections (b) and (d) of section 1115, subsections (b) and (c) of section 1118,
Assurance 3: The LEA assures that in the planning and operation of programs and projects, there is appropriate consultation with parents of migratory children, including parent advisory councils for programs of at least 1 (one) school year in duration, and that all such programs and projects are carried out in a manner that provides for the same parental involvement as is required for programs and projects under section 1116 unless extraordinary circumstances make such provision impractical; and in a format and language understandable to the parents. [Section 1304(c)(3)].
Assurance 4: The LEA assures that in planning and carrying out such programs and projects, there will be adequate provision for addressing the unmet educational needs of preschool migratory children and migratory children who have dropped out of school. [Section 1304(c)(4)].
Assurance 5: The LEA assures the effectiveness of such programs and projects will be determined, where feasible, using the same standards approaches that will be used to assess the performance of students, schools, and local educational agencies under Title I, Part A. [Section 1304(c)(5)].
Assurance 6: The LEA assures such programs and projects will provide for advocacy and outreach activities for migratory children and their families, to inform such children and families of other education, health, nutrition, and social services to help connect them to such services. [Section 1304(c)(6)].
Assurance 7: The LEA assures that such programs and projects will, to the extent feasible, provide for advocacy and other outreach activities for migratory children and their families, including helping such children and families gain access to other education, health, nutrition, and social services; professional development programs, including mentoring, for teachers and other program personnel; family literacy programs; the integration of information technology into educational and related programs; and programs that facilitate the transition of secondary school students to postsecondary education or employment. [Section 1304(c)(7)].
Assurance 8: The LEA assures they will conduct the transfer of migrant student records according to state-required policies and procedures including actively participating with and meeting all Migrant Student Information Exchange System requirements. [Section 1308(b)(2). 34 Code of Federal Regulations Part 200.85(d)].

Assurance 9: The LEA assures they will assist the state in determining the number of migratory children under Section 1303(a)(1), and the LEA shall give priority to migratory children who have made a qualifying move within the previous 1-year period and who are failing, or most at risk of failing, to meet the challenging State academic standards; or, have dropped out of school. [Section 1304(d). 34 CFR Part 200.89(c). Section 1304(c)(8)].

Assurance 10: The LEA assures they will assist the state to promote interstate and intrastate coordination of services for migratory children, including coordination with other relevant programs and local projects in the state and other states. [Section 1304(b)(3). 34 CFR Part 200.82(b)].

Assurance 11: The LEA assures that a child who ceases to be a migratory child during a school term shall be eligible for services funded through Title I, Part C until the end of such term and may continue to receive such services for one (1) additional school year if comparable services are not available through other programs. Additionally, the LEA assures that migrant students who were eligible for services in secondary school may continue to be served through credit accrual programs until graduation. [ESEA section 1304(e)]."

Title I, Part D, Subpart 2: Neglected and Delinquent Youth

Assurance 1: The LEA assures they shall adhere to the purpose of Section 1420 to provide opportunities for students to meet the same challenging state content standards and student academic achievement standards that all children in Florida are expected to meet. [Sections 1421 and 1425(6)]

Assurance 2: The LEA assures they shall design transitional and supportive programs to meet the needs of children and youth returning to schools within the LEA or other alternative educational programs and assist them in completing their education. [Sections 1422 and 1424].

Assurance 3: The LEA assures they shall, where feasible, involve parents in efforts to improve the educational achievement of their children and prevent further delinquent activities. [Section 1425(8)].

Assurance 4: The LEA assures they shall adhere to the provision of services under section 1423(2) and program requirements under section 1425 for any correctional facility to which the LEA has agreed. [Section 1423].

Assurance 5: The LEA assures they shall evaluate the program not less than once every three years to determine the program's impact on student outcomes. [Section 1431].

Title II, Part A: Supporting Effective Instruction

Assurance 1: The LEA assures they will comply with section 8501 (regarding participation by private school children and teachers). [Section 2102(b)(2)(E)].

Assurance 2: The LEA assures they will coordinate professional development activities authorized under this part with professional development activities provided through other Federal, State, and local programs. [Section

Assurance 3: The LEA assures they will reduce class size to an evidence-based level, to the extent the State (in consultation with local educational agencies in the State) determines that such evidence is reasonably available, to improve student achievement through the recruiting and hiring of additional effective teachers. [ESSA: Section 2103].

Assurance 4: Collaboration - The local educational agency (LEA) assures that, in developing the application, an LEA shall provide meaningful consultation with teachers, principals, other school leaders, paraprofessionals (including organizations representing such individuals), specialized instructional support personnel, charter school leaders (in an LEA that has charter schools), parents, community partners, and other organizations or partners with relevant and demonstrated expertise in programs and activities. [ESEA section 2102(b)(3)]

Assurance 5: Professional Development - The LEA assures they will meet the statutory professional development definition as provided in ESEA section 8101(42) or other allowable uses of funds under section 2103(b)(3) of the

Title III, Part A: English Language Acquisition, Language Enhancement and Academic Achievement

Assurance 1: The LEA assures that it will comply with section 1112(e) – Parents' Rights-to-know, before, and throughout, each school year as of the date of application. [Section 3116(b)(4)(A)].

Assurance 2: The LEA assures that it is not in violation of any State law, including State constitutional law, regarding the education of English learners, consistent with Sections 3125 and 3126. [Section 3116(b)(4)(B)].

Assurance 3: The LEA assures that each school with English learner (EL) students receives funds from non-Federal sources to fulfill the LEA's obligations under Title IV of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act, before using Title III, Part A funds for languages services to EL students. [Section 3115(g)].

Assurance 4: The LEA assures that, if applicable, it will coordinate activities and share relevant data under its plan with local Head Start and Early Head Start agencies, including migrant and seasonal Head Start agencies, and other early childhood education providers. [Section 3116(b)(4)(D)].

Assurance 5: The LEA assures that it will consult with officials of private schools in a timely and meaningful manner to make available equitable Title III, Part A services to eligible English learners and immigrant children attending private schools located within the LEA's geographical boundaries. [Section 8501].

Assurance 6: The LEA assures that the current ELL population has enough students to generate the $10,000 threshold as indicated in Section 3114. [Section 3114 (c)].

Assurance 7: The LEA assures that not more than 2 percent of the LEA's Title III allocation will be used for the cost of administering the project. [Section 3115 (b)].

Title IV, Part A: Student Support and Academic Enrichment

Assurance 1: The LEA assures that it will prioritize the distribution of funds to schools served by the LEA or consortium of such agencies, that :are among the schools with the greatest needs, as determined by a such LEA, or consortium; have the highest percentages or numbers of children counted under section 1124(c); are identified for comprehensive support and improvement under section 1111(c)(4)(D)(I); are implementing targeted support and improvement plans as described in section 1111(d)(2); or are identified as a persistently dangerous public elementary school or secondary school under section 8532. [Section 4106(e)(2)(A)].

Assurance 2: The LEA assures that it will comply with section 8501 regarding equitable participation by private school children and teachers. [Section 4106(e)(2)(B)].
Assurance 3: With the exception of LEAs outlined in special rule ESEA 4106(f), the LEA assures that it will use not less than 20 percent of funds received under this subpart to support one or more of the activities authorized under
Assurance 4: Except LEAs outlined in the special rule section 4106(f), the LEA assures that it will use not less than 20 percent of funds received under this subpart to support one or more activities authorized under section 4108, coordinate with other schools and community-based services, and promote the involvement of parents. [Section 4106(e)(2)(D)].
Assurance 5: Except LEAs outlined in special rule section 4106(f), the LEA assures that it will use a portion of funds received under this subpart to support one or more activities authorized under section 4109(a), including an assurance that the local educational agency, or consortium of local educational agencies, will comply with section 4109(b). [Section 4106(e)(2)(E)].
Assurance 6: The LEA assures that it will annually report to the State for inclusion in the report described in section 4104(a)(2) how funds are being used under this subpart to meet the requirements of subparagraphs (C) through
Assurance 7: The LEA assures that the LEA, or consortium of such agencies, shall develop its application through consultation with parents, teachers, principals, other school leaders, specialized instructional support personnel, students, community-based organizations, local government representatives (which may include a local law enforcement agency, local juvenile court, local child welfare agency, or local public housing agency), Indian tribes or tribal organizations that may be located in the region served by the local educational agency (where applicable), charter school teachers, principals, and other school leaders (if such agency or consortium of such agencies supports charter schools), and others with relevant and demonstrated expertise in programs and activities designed to meet the purpose of this subpart. [Section 4106(c)(1)]

Title V, Part B, Subpart 2: Rural and Low-Income Schools

Assurance 1: The LEA assures that its project funds under Title V, Part B, subpart 2 will be used for any activities authorized under the following ESEA Title programs: Title I, Part A; Title II, Part A; Title III, Part A; Title IV, Part A; and parental involvement activities. [Section 5222(a)].
Assurance 2: The LEA assures that its project funds under Subpart 2 will be used to supplement, and not supplant, any other Federal, State, or local education funds. [Section 5232].

Elementary and Secondary Education Act (ESEA) Federal Programs
Florida 2023-24 ESEA Federal Program Applications

Project Application (DOE 100A)

UEI Number *XKGXG94KMH65*

Manatee

Program Name Type an "X" in the green box below for the program(s) in which the LEA is applying for funds.		Project Number	TAPS Number	2023-24 Preliminary Allocation	Requested Allocation	Estimated Roll Forward	Total Funds Requested (Sum of Allocation and Estimated Roll)
	Title I, Part A		24A001	$12,788,028.95	$0.00	$0.00	$0.00
X	Title I, Part C		24A020	$426,742.00	$426,742.00		$426,742.00
	Title I, Part D, Subpart 2		24A009	$204,541.00	$0.00		$0.00
	Title II, Part A		24A011	$1,277,546.00	$0.00	$0.00	$0.00
	Title III, Part A		24A014	$928,702.00	$0.00	$0.00	$0.00
X	Title IV, Part A		24A120	$1,098,284.00	$0.00	$0.00	$0.00
	Title V, Part B, Subpart 2		24A007	$0.00	$0.00		$0.00

As the official who is authorized to legally bind the agency/organization, I do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.

Printed Name of Agency Head		
Signature of Agency Head	*Title*	*Date*

Florida 2023-24 ESEA Federal Programs Preliminary Allocations*

Each LEA knows the climate within their LEA and should only use these preliminary allocation amounts for planning purposes.

Agency Number	Local Educational Agency	Title I, Part A	Title I, Part C	Title I, Part D, Subpart 2	Title II, Part A	Title III, Part A	Title IV, Part A	Title V, Part B, Subpart 2
010	Alachua	8,088,697	1,085,647	409,083	1,226,899	140,926	626,844	-
020	Baker	1,178,449	-	-	206,973	-	94,711	117,574
030	Bay	8,183,055	-	133,738	1,159,173	210,114	582,992	-
040	Bradford	1,240,790	-	-	170,038	-	101,855	67,069
050	Brevard	18,434,970	-	175,041	2,568,218	479,509	1,445,489	-
060	Broward	79,126,037	104,314	487,753	9,705,435	4,570,721	6,132,114	-
070	Calhoun	740,360	-	-	103,513	-	60,049	49,530
080	Charlotte	4,087,039	-	-	642,294	76,992	288,632	-
090	Citrus	5,632,685	-	82,603	800,323	24,163	456,854	-
100	Clay	6,227,275	-	-	997,250	165,089	526,639	-
110	Collier	11,848,491	3,439,389	167,173	1,704,265	981,831	838,922	-
120	Columbia	3,384,783	-	-	478,617	16,359	274,532	233,988
140	DeSoto	2,209,334	426,952	-	292,225	70,688	158,082	109,952
150	Dixie	974,615	-	-	136,104	-	79,049	47,895
160	Duval	60,300,551	-	444,483	6,397,212	1,295,200	4,924,264	-
170	Escambia	20,363,760	-	332,380	2,528,471	132,822	1,202,826	-
685	FAMU Developmental Research School	323,491	-	-	103,387	-	26,561	-
687	FAU A. D. Henderson School	379,556	-	-	227,134	11,856	35,633	-
180	Flagler	3,212,194	-	-	429,867	61,833	242,650	-
708	Florida Department of Corrections	-	-	-	-	-	-	-
557	Florida School for the Deaf and Blind	123,437	-	-	69,422	-	10,012	-
48C	Florida Virtual School	1,055,933	-	-	691,599	15,008	94,033	-
190	Franklin	607,279	-	-	92,160	-	46,724	27,561
371	FSU Developmental Research School	307,892	-	-	141,497	12,006	25,410	-
200	Gadsden	4,184,005	-	-	437,111	47,276	339,355	112,933
210	Gilchrist	767,180	-	-	173,761	17,710	62,224	67,385
220	Glades	403,760	89,669	-	157,802	10,807	32,791	41,671
230	Gulf	545,513	-	-	85,864	-	44,245	41,565
240	Hamilton	1,105,961	-	92,437	122,911	25,214	89,702	37,161
250	Hardee	1,905,577	480,108	-	238,575	54,029	170,346	116,678
260	Hendry	3,655,487	1,124,049	-	352,924	158,486	300,054	344,336

270	Hernando	7,598,499	-	-	802,047	97,853	616,297	-
280	Highlands	5,262,991	754,202	-	470,131	76,691	470,391	289,637
290	Hillsborough	76,954,119	2,113,204	818,165	7,394,242	3,373,073	5,017,084	-
300	Holmes	1,148,058	-	-	176,100	-	93,116	75,403
99H	IDEA	1,067,176	-	-	150,923	35,119	78,362	-
310	Indian River	4,458,072	5,530	-	609,233	138,675	338,651	-
320	Jackson	2,501,439	-	53,102	477,769	13,507	205,326	138,673
330	Jefferson	606,712	-	-	164,527	-	49,801	15,429
98Z	KIPP Miami	846,285	-	-	233,713	-	36,245	
340	Lafayette	386,393	5,300	-	1,750,053	-	31,339	27,956
350	Lake	11,986,389	11,473	47,202	1,389,307	322,374	904,530	-
53D	Lake Wales	2,382,143	31,003	-	1,097,773	58,832	193,210	-
360	Lee	26,160,705	397,812	184,874	2,709,197	2,545,526	1,927,552	-
370	Leon	11,879,480	-	84,570	1,178,496	157,585	974,810	-
380	Levy	2,591,683	-	-	369,166	28,665	173,469	130,287
390	Liberty	334,274	-	133,738	55,318	-	27,112	31,622
400	Madison	1,106,578	15,791	47,202	125,110	-	98,703	58,154
410	Manatee	12,788,029	426,742	204,541	1,277,546	928,702	1,098,284	-
420	Marion	15,970,606	-	434,650	2,040,931	384,058	1,295,339	-
430	Martin	4,451,439	-	-	507,855	345,787	365,388	-
815	Mater Academy	441,436	-	-	122,067	21,912	68,640	-
130	Miami-Dade	135,380,287	1,504,115	271,410	10,303,774	10,413,379	11,112,355	-
440	Monroe	1,853,323	-	-	973,545	188,202	130,474	-
450	Nassau	1,835,094	-	-	560,645	31,067	144,108	-
460	Okaloosa	6,586,297	-	261,577	759,070	255,288	534,199	-
470	Okeechobee	2,144,375	473,184	66,870	283,870	91,099	173,925	139,966
480	Orange	70,445,005	392,905	361,880	6,932,213	4,368,261	5,556,948	-
490	Osceola	21,832,791	-	118,005	2,719,276	1,883,668	1,653,404	-
500	Palm Beach	56,634,162	2,118,670	361,880	5,540,453	4,557,514	4,593,467	-
510	Pasco	22,030,147	94,302	104,238	2,450,726	667,711	1,766,274	-
520	Pinellas	30,362,989	-	283,211	2,850,309	970,124	2,462,672	-
530	Polk	43,914,161	1,242,423	296,978	6,940,934	1,639,036	3,561,777	-
540	Putnam	6,707,581	108,967	-	813,909	102,505	442,148	231,852
16R	San Jose	898,244	-	-	623,706	30,767	80,297	-
570	Santa Rosa	4,506,236	-	-	562,773	40,222	385,209	-
580	Sarasota	9,340,757	-	-	2,588,943	474,857	760,254	-
590	Seminole	11,649,163	-	135,705	1,730,784	529,186	944,837	-

50D	South Tech	1,112,230	1,461	-	592,317	14,108	90,210	-
550	St. Johns	4,709,888	-	94,403	569,100	87,047	409,346	-
560	St. Lucie	15,537,667	173,290	279,277	1,680,354	788,226	1,275,432	-
600	Sumter	3,388,772	-	-	1,757,649	43,373	278,157	-
610	Suwannee	2,535,709	251,423	-	945,735	35,419	205,666	140,177
620	Taylor	1,121,505	-	-	933,917	-	90,963	61,741
015	UF, PK Yonge Devm't Research School	128,935	-	-	78,698		10,436	-
630	Union	650,965	-	-	972,451	-	43,517	53,908
48K	United Cerebral Palsy of Central Florida, Inc	399,927	-	-	120,223	10,956	29,114	-
640	Volusia	20,466,187	131,886	350,080	2,239,600	483,711	1,468,486	-
650	Wakulla	892,721	-	-	144,017	-	69,768	-
660	Walton	2,560,229	-	60,969	567,558	109,109	207,654	-
670	Washington	1,357,344	301,385	-	502,816	-	110,091	78,620
	Total	**$922,503,352**	**$17,305,196**	**$7,379,218**	**$113,281,893**	**$44,921,833**	**$71,968,431**	**$2,888,723**

Title I, Part C

Manatee

Education of Migratory Children

To ensure that high-quality education programs and supplemental support services are available to migratory children.

Preliminary Allocation	**$426,742.00**
Requested Allocation Amount	**$426,742.00**

Area of Focus 1	K-12 Instructional Services
Area of Focus 2	Early Childhood
Area of Focus 3	Identification and Recruitment (ID&R) and Out of School Youth (OSY)
Area of Focus 4	Parent & Family Engagement and Support Services
Area of Focus 5	Administrative Costs

Title I, Part C Equitable Services Formula	
Number of Students	
A1. LEA Enrollment of Migrant Students	388
A2. Participating Private Schools' Enrollment of Migrant Students	0
A3. Total Enrollment of Migrant Students = A1 + A2	388
Title I, Part C Base Preliminary Allocation	
B1. Total LEA Base Preliminary Allocation (from the allocation tab)	$426,742.00
B2. Administrative Costs (for public and private school programs)	$161,470.65
B3. LEA Base Preliminary Allocation Minus Admin Costs = B1-B2	$265,271.35
Per Pupil Rate	
C1. B3 divided by A3	$683.69
Equitable Services	
Estimated amount of MEP funds to be spent for services to migrant students in private schools= A2 x C1	$0.00

Area of Focus 1: K-12 Instructional Services

A. Describe the LEA's plan for addressing migrant students' needs in the area of K-12 Academic Services. Include descriptions of how the plan will address the Measurable Program Outcomes (MPOs) from the 2021 Migrant Education Program Service Delivery Plan.

The School District of Manatee County, Migrant Education Program will address the Reading MPO, the Math MPO, as well as Graduation MPO's 1-3, by carrying out a coordinated approach to services for K-12 migrant students. The Manatee MEP Team will meet at least once per quarter to review student data, progress of goals, and to discuss necessary adjustment to services and schedules. The staff funded through AOF 1 will carry out many different activities throughout the course of the school year that are designed to

☐ **No Title I, Part C funds will be used to address this Area of Focus. If this box is checked then the LEA does not need to complete the next question or the budget section for this Area of Focus.**

B. Describe the funded activities that will be implemented to address Area of Focus 1.

Activity 1	1-1 – Migrant Resource Teacher – FTE 0.5 – approximately $38,230 including benefits | (no printing, no local travel)
Activity 2	1-2 – One Migrant Home School Liaisons – FTE 1.0 – approximately $67,533 including benefits | (no printing, no local travel)
Activity 3	1-3 – Graduation Enhancement Tech – FTE 0.10 – approximately $7,591.90 including benefits | (no printing, no local travel)
Activity 4	1-4 – School Supplies – $500 (i.e. pencils, paper, pens, folders, markers, binders, and more)
Activity 5	1-5 – Printing – $500

Activity 6	1-6 – Middle School Tutoring – funded with Activity 1-2 plus funds outside this grant | Transportation - $1000
Activity 7	1-7 – Migrant Summer Camp – STEM Field Trip- transportation $3,000 and admission fees $1603 | specialized science lesson supplies such as (but not limited to): eggs for egg drops, masking tape, plastic cups, paper plates, toothpicks, marshmallows or other gummy-like candy-$500
Activity 8	1-8 – Educational Fees Assistance – $400
Activity 9	
Activity 10	
Activity 11	
Activity 12	
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Activity 25	

List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	Use the dropdown to select LEA or Private
5100	130	AOF 1	1	Basic (FEFP K-12)-Other Certified	0.5	$24,321.18	LEA
5100	210	AOF 1	1	Basic (FEFP K-12)-Retirement		$3,648.18	LEA
5100	220	AOF 1	1	Basic (FEFP K-12)-Federal Insurance Contributions Act (FICA)		$1,860.58	LEA

5100	231	AOF 1	1		Health Insurance	$8,040.00	LEA
5100	232	AOF 1	1		Life Insurance	$55.94	LEA
5100	240	AOF 1	1	Basic (FEFP K-12)-Workers' Compensation		$304.02	LEA
6100	160	AOF 1	2	Student Personnel Services-Other Support Personnel	1	$48,310.70	LEA
6100	210	AOF 1	2	Student Personnel Services-Retirement		$7,246.61	LEA
6100	220	AOF 1	2	Student Personnel Services-Federal Insurance Contributions Act (FICA)		$3,695.77	LEA
6100	231	AOF 1	2		Health Insurance	$7,565.46	LEA
6100	232	AOF 1	2		Life Insurance	$111.12	LEA
6100	240	AOF 1	2	Student Personnel Services-Workers' Compensation		$603.89	LEA
6300	160	AOF 1	3	Instruction and Curriculum Development Services-Other Support Personnel	0.1	$5,430.92	LEA
6300	210	AOF 1	3	Instruction and Curriculum Development Services-Retirement		$814.64	LEA
6300	220	AOF 1	3	Instruction and Curriculum Development Services-		$415.47	LEA
6300	231	AOF 1	3		Health Insurance	$850.48	LEA
6300	232	AOF 1	3		Life Insurance	$12.50	LEA
6300	240	AOF 1	3	Instruction and Curriculum Development Services-Workers' Compensation		$67.89	LEA
5100	390	AOF 1	5	Basic (FEFP K-12)-Other Purchased Services		$500.00	LEA
5100	510	AOF 1	4	Basic (FEFP K-12)-Supplies		$1,000.00	LEA
5100	330	AOF 1	7	Basic (FEFP K-12)-Travel		$1,603.03	LEA
7800	360	AOF 1	6	Student Transportation Services-Rentals		$3,000.00	LEA
7800	791	AOF 1	6			$1,000.00	LEA
5100	730	AOF 1	8	Basic (FEFP K-12)-Dues and Fees		$400.00	LEA
		AOF 1					
		AOF 1					
		AOF 1				

Private Total	$0.00
Area of Focus 1 Total	$120,858.38

Area of Focus 2: Early Childhood

A. Describe the LEA's plan for addressing migratory children's needs in the area of Early Childhood Education. Include descriptions of how the plan will address the Measurable Program Outcomes (MPO) from the 2021 Migrant Education Program Service Delivery Plan.

To address the Early Childhood MPO, the MEP will provide resources to support Pre-K enrollment of Migrant Students into full day VPK programs. Also, MEP Staff will collaborate with Pre-K service providers such as East Coast Migrant Head Start, RCMA, and our SDMC Pre-K department to facilitate enrollment so that more migrant children and families have access to early childhood education and support services.

☑ **No Title I, Part C funds will be used to address this Area of Focus. If this box is checked then the LEA does not need to complete the next question or the budget section for this Area of Focus.**

B. Describe the funded activities that will be implemented to address Area of Focus 2.

Activity 1	
Activity 2	
Activity 11	
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Activity 22	
Activity 23	
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Activity 25	

List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	Use the dropdown to select LEA or Private
		AOF 2					
		AOF 2					
		AOF 2					
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Activity 2	
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Activity 22	
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Activity 24	
Activity 25	

List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	Use the dropdown to select LEA or Private
6100	160	AOF 3	1	Student Personnel Services-Other Support Personnel	1	$40,568.15	LEA
6100	210	AOF 3	1	Student Personnel Services-Retirement		$6,085.23	LEA
6100	220	AOF 3	1	Student Personnel Services-Federal Insurance Contributions Act (FICA)		$3,103.47	LEA
6100	231	AOF 3	1		Health Insurance	$6,352.97	LEA
6100	232	AOF 3	1		Life Insurance	$93.31	LEA
6100	240	AOF 3	1	Student Personnel Services-Workers' Compensation		$507.11	LEA
6100	330	AOF 3	1	Student Personnel Services-Travel		$1,000.00	LEA
6100	390	AOF 3	1	Student Personnel Services-Other Purchased Services		$1,000.00	LEA
		AOF 3					
		AOF 3					
		AOF 3				

		AOF 3					
		AOF 3					
		AOF 3					
		AOF 3					
		AOF 3					
		AOF 3					
						LEA Total	$58,710.23
						Private Total	$0.00
						Area of Focus 3 Total	$58,710.23

Area of Focus 4: Parent & Family Engagement and Support Services

A. Describe how the LEA will address Parent and Family Engagement in the Migrant Education Program and how the LEA will address the support service needs of migratory children and their families.

The SDMC MEP will continue to engage parents and families in the MEP. Strategies for this continued engagement include holding high interest events such as the Migrant Resource Fairs, the Migrant Awards Ceremony, communicating via texts, phone, email, and Facebook, and facilitating highly informational MPAC meetings.

☐ **No Title I, Part C funds will be used to address this Area of Focus. If this box is checked then the LEA does not need to complete the next question or the budget section for this Area of Focus.**

B. Describe the funded activities that will be implemented to address Area of Focus 4.

Activity 1	4-1 – The Migrant Advocate – FTE 1.0 – approximately $81,053 including benefits | no printing | gas & milage $1000 | no supplies
Activity 2	4-2 – MPAC Meetings and Family Involvement Events – Printing-$1000 | food, snacks-$800.
Activity 3	4-3 – Migrant Resource Fairs – Rental U-Haul for two Fairs-$450.
Activity 4	4-4 – Parent and Family Engagement Events – Printing flyers, brochures, programs, or agendas-$1000 | Regular NCH for necessary school staff participation to evening family involvement events-$400 (including all benefits).
Activity 5	
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List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	Use the dropdown to select LEA or Private
6100	160	AOF 4	1	Student Personnel Services-Other Support Personnel	1	$57,981.78	LEA
6100	210	AOF 4	1	Student Personnel Services-Retirement		$8,697.27	LEA
6100	220	AOF 4	1	Student Personnel Services-Federal Insurance Contributions Act (FICA)		$4,435.61	LEA
6100	231	AOF 4	1		Health Insurance	$9,079.94	LEA
6100	232	AOF 4	1		Life Insurance	$133.37	LEA
6100	240	AOF 4	1	Student Personnel Services-Workers' Compensation		$724.78	LEA
6100	330	AOF 4	1	Student Personnel Services-Travel		$1,000.00	LEA
6150	390	AOF 4	2,4	Parental Involvement-Other Purchased Services		$2,000.00	LEA
6150	510	AOF 4	2	Parental Involvement-Supplies		$800.00	LEA
6150	150	AOF 4	4	Parental Involvement-Paraprofessional	0.02	$322.84	LEA
6150	210	AOF 4	4	Parental Involvement-Retirement		$48.42	LEA
6150	220	AOF 4	4	Parental Involvement-Federal Insurance Contributions Act (FICA)		$24.70	LEA
6150	240	AOF 4	4	Parental Involvement-Workers' Compensation		$4.04	LEA
6150	360	AOF 4	3	Parental Involvement-Rentals		$450.00	LEA
		AOF 4					
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List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE If Applicable	Amount
6300	110	AOF 5	1	Instruction and Curriculum Development Services-Administrator	0.8541	$82,653.80
6300	210	AOF 5	1	Instruction and Curriculum Development Services-Retirement		$12,398.07
6300	220	AOF 5	1	Instruction and Curriculum Development Services-Federal Insurance Contributions Act (FICA)		$6,323.02
6300	231	AOF 5	1		Health Insurance	$12,943.58

6300	232	AOF 5	1		Life Insurance	$190.11
6300	240	AOF 5	1	Instruction and Curriculum Development Services-Workers' Compensation		$1,033.18
6300	160	AOF 5	2	Instruction and Curriculum Development Services-Other Support Personnel	0.5	$21,059.73
6300	210	AOF 5	2	Instruction and Curriculum Development Services-Retirement		$3,158.96
6300	220	AOF 5	2	Instruction and Curriculum Development Services-Federal Insurance Contributions Act (FICA)		$1,611.07
6300	231	AOF 5	2		Health Insurance	$3,982.00
6300	232	AOF 5	2		Life Insurance	$48.45
6300	240	AOF 5	2	Instruction and Curriculum Development Services-Workers' Compensation		$263.25
7200	790	AOF 5	5	General Administration (Superintendent's Office)-Miscellaneous		$15,305.44
6400	330	AOF 5	3, 4	Instructional Staff Training Services-Travel		$500.00
		AOF 5				
		AOF 5				
		AOF 5			

Area of Focus		LEA Total	Private School Total	Area of Focus Total	Allocation
Area of Focus 1	K-12 Instructional Services	$120,858.38	$0.00	$120,858.38	28.32%
Area of Focus 2	Early Childhood	$0.00	$0.00	$0.00	0.00%
Area of Focus 3	Identification and Recruitment (ID&R) and Out of School Youth (OSY)	$58,710.23	$0.00	$58,710.23	13.76%
Area of Focus 4	Parent & Family Engagement and Support Services	$85,702.75	$0.00	$85,702.75	20.08%
Area of Focus 5	Administrative Cost			$161,470.65	37.84%
	Grand Total	**$265,271.35**	**$0.00**	**$426,742.00**	**100.00%**

Click to return to the top of page.

If requesting less than the preliminary allocation, please provide the LEA's justification.

Title I, Part C Summary Budget

DOE 101

Manatee		24A020
Name of LEA	Project Number	TAP Number

Requested Allocation Amount $426,742.00

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount
5100	130	AOF 1	1	Basic (FEFP K-12)-Other Certified	0.5	$24,321.18
5100	210	AOF 1	1	Basic (FEFP K-12)-Retirement		$3,648.18
5100	220	AOF 1	1	Basic (FEFP K-12)-Federal Insurance Contributions Act (FICA)		$1,860.58
5100	231	AOF 1	1		Health Insurance	$8,040.00
5100	232	AOF 1	1		Life Insurance	$55.94
5100	240	AOF 1	1	Basic (FEFP K-12)-Workers' Compensation		$304.02
6100	160	AOF 1	2	Student Personnel Services-Other Support Personnel	1	$48,310.70
6100	210	AOF 1	2	Student Personnel Services-Retirement		$7,246.61
6100	220	AOF 1	2	Student Personnel Services-Federal Insurance Contributions Act (FICA)		$3,695.77
6100	231	AOF 1	2		Health Insurance	$7,565.46
6100	232	AOF 1	2		Life Insurance	$111.12
6100	240	AOF 1	2	Student Personnel Services-Workers' Compensation		$603.89
6300	160	AOF 1	3	Instruction and Curriculum Development Services-Other Support Personnel	0.1	$5,430.92
6300	210	AOF 1	3	Instruction and Curriculum Development Services-Retirement		$814.64
6300	220	AOF 1	3	Instruction and Curriculum Development Services-Federal Insurance Contributions Act (FICA)		$415.47
6300	231	AOF 1	3		Health Insurance	$850.48
6300	232	AOF 1	3		Life Insurance	$12.50
6300	240	AOF 1	3	Instruction and Curriculum Development Services-Workers' Compensation		$67.89
5100	390	AOF 1	5	Basic (FEFP K-12)-Other Purchased Services		$500.00
5100	510	AOF 1	4	Basic (FEFP K-12)-Supplies		$1,000.00
5100	330	AOF 1	7	Basic (FEFP K-12)-Travel		$1,603.03
7800	360	AOF 1	6	Student Transportation Services-Rentals		$3,000.00
7800	791	AOF 1	6			$1,000.00
5100	730	AOF 1	8	Basic (FEFP K-12)-Dues and Fees		$400.00
		AOF 1				
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Elementary and Secondary Education Act (ESEA) Federal Programs

Florida's 2023-24 ESEA Federal Programs Application	
Manatee	
UEI Number	XKGXG94KMH65
Fiscal Contact Information	
Fiscal Contact Name	Catherine Miley Hayden
Title	Director of Finance
Phone Number	941-708-8770 X 43111
Contact Email	mileyc@manateeschools.net
Title I, Part A	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title I, Part C	
Program Contact Name	MARIO MENDOZA
Title	COORDINATOR
Phone Number	941-751-6550 EXT. 43333
Contact Email	mendozam@manateeschools.net
Title I, Part D, Subpart 2	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title II, Part A	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title III, Part A	
Program Contact Name	
Title	
Phone Number	
Contact Email	
Title IV, Part A	
Program Contact Name	MARIO MENDOZA
Title	COORDINATOR
Phone Number	941-751-6550 EXT. 43333
Contact Email	mendozam@manateeschools.net
Title V, Part B, Subpart 2	
Program Contact Name	
Title	
Phone Number	
Contact Email	

Florida 2023-24 ESEA Federal Program Assurances

General Assurances (Click here to access documents related to General Assurances)

Assurance 1: The Local Educational Agency (LEA) has on file with the FDOE, Office of the Comptroller, and a signed statement by the agency head certifying applicant adherence to these General Assurances for Participation in State and Federal Programs. The complete text may be found in Section D of the Green Book. The certification of adherence, currently on file with the FDOE Comptroller's Office, shall remain in effect indefinitely. The certification does not need to be resubmitted with this application unless a change occurs in federal or state law, or there are other changes in circumstances affecting a term, assurance, or condition.

Assurance 2: The LEA assures that they will comply with all applicable supplement not supplant requirements under ESEA. [Sections 1118(b), 1304(c)(2), 1415(b), 2301, 3115(g), 4110, 5232 of the Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act of 2015].

Assurance 3: The LEA assures that they will comply with the K12 ESEA Common Federal Program Guidance.

Assurance 4: The LEA assures, as appropriate, that stakeholder collaboration across multiple programs will occur as outlined under ESEA.

Assurance 5: The LEA assures that a comprehensive needs assessment is conducted that takes into account information on the academic achievement of children in relation to the challenging state academic standards.

Assurance 6: The LEA assures that timely and meaningful consultation occurs between LEA and private school officials before any decision that affects the opportunities of eligible private school children, teachers, and other educational personnel to participate in programs subject to equitable participation. [Section 8501(a)(1)]

Assurance 7: The LEA assures they will periodically monitor and evaluate the effectiveness of the activities approved within the program application.

Assurance 8: The LEA assures compliance with all state laws and regulations, including the State Board of Education rules.

Title I, Part A: Improving Basic Programs Operated by Local Educational Agencies

Assurance 1: Migratory Children: The LEA assures that migratory and formerly migratory children who are eligible to receive services under Title I are selected to receive such services on the same basis as other children who are selected to receive services under the Title I program. [Section 1112(c)(1)].

Assurance 2: Private Schools: The LEA assures that it will provide services to eligible children attending private elementary schools and secondary schools per section 1117, and timely and meaningful consultation with private school officials regarding such services unless there are no eligible private schools identified. [Section 1112(c)(2)].

Assurance 3: NAEP: The LEA assures that it will participate, if selected, in the National Assessment of Educational Progress (NAEP) in reading and mathematics in grades 4 and 8 carried out under section 303(b)(3) of the National Assessment of Educational Progress Authorization Act [Section 1112(c)(3)].

Assurance 4: Cross Coordination: The LEA assures that it will coordinate and integrate services provided under Title I with other educational services at the LEA or individual school level, such as services for English learners, children with disabilities, migratory children, American Indian, Alaska Native, and Native Hawaiian children, and homeless children and youths, to increase program effectiveness, eliminate duplication, and reduce fragmentation of the

Assurance 5: Child Welfare Agency Point of Contact: The LEA assures that it will collaborate with the State or local child welfare agency to designate a point of contact if the corresponding child welfare agency notifies the LEA, in writing, that the agency has designated an employee to serve as a point of contact for the LEA. [Section 1112(c)(5)(A)].

Assurance 6: Certification: The LEA assures that all teachers and paraprofessionals working in a program supported with funds under Title I meet applicable state certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification [Section 1112 (c)(6)].

Assurance 7: Early Childhood Education: The LEA assures that in the case the LEA chooses to use Title I, Part A funds to provide early childhood education services to low-income children below the age of compulsory school attendance, such services comply with the performance standards established under section 641A(a) of the Head Start Act [Section 1112(c)(7)].

Assurance 8: Parents Right-To-Know: The LEA assures parents are notified appropriately according to the "Parents Right-To-Know" provision. [Section 1112(e)(1)(A-B)].

Assurance 9: Collaboration: The local educational agency (LEA) assures that its plan was developed with timely and meaningful consultation with teachers, principals, other school leaders, paraprofessionals, specialized instructional support personnel, charter school leaders (in an LEA that has charter schools), administrators (including administrators of programs described in other parts of this Title), other appropriate school personnel, and with parents of children in schools served under Title I. [Section 1112(a)(1)(A)].

Assurance 10: Coordination of Programs: As appropriate, the LEA assures the plan is coordinated with other programs under ESEA, the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), the Rehabilitation Act of 1973 (20 U.S.C. 701 et seq.), the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.), the Workforce Innovation and Opportunity Act (29 U.S.C. 3101 et seq.), the Head Start Act (42 U.S.C. 9831 et seq.), the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11301 et seq.), the Adult Education and Family Literacy Act (29 U.S.C. 3271 et seq.), and other Acts as appropriate. [Section 1112(a)(1)(B)].

Assurance 11: Child Welfare Agency Procedures: The LEA assures they will collaborate with the state or local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged and funded for the duration of the time in foster care. The procedures will: ensure that children in foster care needing transportation to the school of origin will promptly receive transportation in a cost-effective manner and in accordance with section 475(4)(A) of the Social Security Act (42 U.S.C. 675(4)(A)); and ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the LEA will provide transportation to the school of origin if: the local child welfare agency agrees to reimburse the LEA for the cost of such transportation; the LEA agrees to pay for the cost of such transportation; or the LEA and the local child welfare agency agree to share the cost of such transportation. [Section 1112(c)(5)(B)].

Assurance 12: Parent Consultation: The LEA assures that in order to receive parent and family engagement funds under section 1116 the agency will conduct outreach to all parents and family members and implement programs, activities, and procedures for the involvement of parents and family members in programs assisted under Title I consistent with section 1116. Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children. [Section 1116(a)(1)].

Assurance 13: School Parent and Family Engagement Policy: The LEA assures that the following requirements outlined in section 1116(b)(1-4) are met: (1) Each school served under this part shall jointly develop with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed on by such parents, that shall describe the means for carrying out the requirements of section 1116 (c-f) and Assurances 11c-f. Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school; (2) If the school has a parent and family engagement policy that applies to all parents and family members, a such school may amend that policy, if necessary, to meet the requirements of this subsection; (3) If the LEA involved has a school district-level parent and family engagement policy that applies to all parents and family members in all schools served by the LEA, such agency may amend that policy, if necessary, to meet the requirements of this subsection; and (4) If the plan under section 1112 is not satisfactory to the parents of participating children, the LEA shall submit any parent

Assurance 14: Policy Involvement: The LEA assures that each school served under this part shall meet the following requirements outlined in section 1116(c)(1-5): (1) Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under this part and to explain the requirements of this part, and the right of the parents to be involved; (2) offer a flexible number of meetings, such as meetings in the morning or evening, and may provide, with funds provided under this part, transportation, child care, or home visits, as such services relate to parental involvement; (3) involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under this part, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan under section 1114(b)except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children; (4) provide parents of participating children — (A) timely information about programs under this part; (B) a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of Florida's challenging academic standards; and (C) if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible; and (5) if

Assurance 15: Shared Responsibilities for Student Achievement: The LEA assures that the following requirements outlined in section 1116(d)(1-2) are met: as a component of the school-level parent and family engagement policy developed under subsection (b), each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and how the school and parents will build and develop a partnership to help children achieve Florida's challenging academic standards. Such compact shall — (1) describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the Florida's challenging academic standards, and the ways in which each parent will be responsible for supporting their children's learning, volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time; and (2) address the importance of communication between teachers and parents on an ongoing basis through, at a minimum — (A) parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the individual child's achievement; (B) frequent reports to parents on their children's progress; (C) reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities; and (D) ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a

Assurance 16: Building Capacity for Involvement: To assure the effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school, and LEA funded under Title I will meet the provisional requirements as outlined in section 1116(e)(1-5 and 14). [Section 1116(e)].

Assurance 17: Accessibility: In carrying out the parent and family engagement requirements under Title I, LEAs, and schools, to the extent practicable, shall provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 in a format and, in a language such parents understand. [Section 1116(f)].

Assurance 18: Family Engagement in Education Programs: The LEA assures that in a state operating a program under part E of Title IV, each LEA or school that receives assistance under this part shall inform parents and organizations of the existence of the program. [Section 1116(g)].

Assurance 19: Private School Consultation: The LEA assures that after timely and meaningful consultation with appropriate private school officials, it will provide special educational services, instructional services, counseling, mentoring, one-on-one tutoring, or other benefits that address the needs of eligible children identified under section 1115(c); and, ensures that teachers and families of eligible children participate, on an equitable basis, in services and activities according to section 1116. [Section 1117(a)(1)(A) and (B)].

Assurance 20: Private School and LEA Agreement: The LEA assures that after conducting the timely and meaningful consultation with appropriate private school officials, it will submit a copy of the agreement between the LEA and the private school to the FDOE ombudsman in the Office of Grants Management. [Section 1117(b)(1)].
Assurance 21: Affirmation of Agreement: The LEA assures that it will submit to the FDOE ombudsman a written affirmation, signed by officials of each participating private school, that the meaningful consultation required by this section has occurred. The written affirmation shall provide the option for private school officials to indicate such officials' belief that timely and meaningful consultation has not occurred or that the program design is not equitable for eligible private school children. If such officials do not provide such affirmation within a reasonable time, the LEA shall forward the documentation that such consultation has, or attempts at such consultation has taken place to
Assurance 22: Supplement, Not Supplant Methodology: The LEA assures that it will be in compliance stipulated in paragraph (1) concerning supplement and not supplant requirements. To address this compliance, the LEA assures that it has a methodology used to allocate state and local funds to each school receiving assistance under this part is in place to ensure that such school receives all of the state and local funds it would otherwise receive if it were not receiving assistance under Title I, Part A. [Section 1118(b)(1-2)].
Assurance 23: Public School and Non-Public School Eligibility Survey (PSES/NPSES): The LEA assures they are in compliance with the PSES and NPSES guidelines to properly rank and serve their Public K-12 schools and to determine Title I, Part A equitable proportion of funds. [Sections 1113(a)(3) and 1117(a)(4)].
Assurance 24: English Language Learners (ELLs) Notification Requirements: The LEA assures that it will comply with the requirements outlined in section 1112(e)(3)(A-B): the use of Title I, Part A and/or Title III funds to provide a language instruction educational program as determined under Title III shall, not later than 30 days after the beginning of the school year, inform parents using the 'Annual Parent Notification Letter' of an English learner identified for participation or participating in such a program. For children who have not been identified as English learners before the beginning of the school year, but are identified as English learners during the such school year, the LEA shall notify the children's parents during the first two weeks of the child being placed in a language instruction educational program using the 'Initial Parent Notification Letter.' [Sections 1112(3)(A) and (B)].
Assurance 25: Comparability: The LEA assures that it will be in compliance with the requirements provided in section 1118(c)(2)(A) to ensure the following comparability requirements are met: an LEA-wide salary schedule; a policy to ensure equivalence among schools in teachers, administrators, and other staff; or a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies. [Section 1118(c)(2)(A)].
Assurance 26: Constitutionally Protected Prayer: The LEA assures they will certify in writing to the Department that no policy of the LEA prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary and secondary schools. An LEA must provide this certification to the Bureau of Federal Educational Programs by October 1 of each year. [Section 8524(b)].
Assurance 27: Schoolwide Programs: The LEA will ensure that all schools operating Schoolwide Programs under Title I, Part A will develop and implement a Schoolwide program plan that is developed in compliance with all requirements per Section 1114 (b).

Title I, Part C: Migrant Education Program

Assurance 1: The LEA assures funds for Migrant Education Program (MEP) will be used only for programs and projects, including the acquisition of equipment, under ESEA, section 1306; and to coordinate such programs and projects with similar programs and projects within the state and in other states, as well as with other Federal programs that can benefit migratory children and their families. [Section 1304(c)(1)].
Assurance 2: The LEA assures programs and projects funded for MEP will be carried out in a manner consistent with the objectives of section 1114, subsections (b) and (d) of section 1115, subsections (b) and (c) of section 1118,
Assurance 3: The LEA assures that in the planning and operation of programs and projects, there is appropriate consultation with parents of migratory children, including parent advisory councils for programs of at least 1 (one) school year in duration, and that all such programs and projects are carried out in a manner that provides for the same parental involvement as is required for programs and projects under section 1116 unless extraordinary circumstances make such provision impractical; and in a format and language understandable to the parents. [Section 1304(c)(3)].
Assurance 4: The LEA assures that in planning and carrying out such programs and projects, there will be adequate provision for addressing the unmet educational needs of preschool migratory children and migratory children who have dropped out of school. [Section 1304(c)(4)].
Assurance 5: The LEA assures the effectiveness of such programs and projects will be determined, where feasible, using the same standards approaches that will be used to assess the performance of students, schools, and local educational agencies under Title I, Part A. [Section 1304(c)(5)].
Assurance 6: The LEA assures such programs and projects will provide for advocacy and outreach activities for migratory children and their families, to inform such children and families of other education, health, nutrition, and social services to help connect them to such services. [Section 1304(c)(6)].
Assurance 7: The LEA assures that such programs and projects will, to the extent feasible, provide for advocacy and other outreach activities for migratory children and their families, including helping such children and families gain access to other education, health, nutrition, and social services; professional development programs, including mentoring, for teachers and other program personnel; family literacy programs; the integration of information technology into educational and related programs; and programs that facilitate the transition of secondary school students to postsecondary education or employment. [Section 1304(c)(7)].
Assurance 8: The LEA assures they will conduct the transfer of migrant student records according to state-required policies and procedures including actively participating with and meeting all Migrant Student Information Exchange System requirements. [Section 1308(b)(2). 34 Code of Federal Regulations Part 200.85(d)].

Assurance 9: The LEA assures they will assist the state in determining the number of migratory children under Section 1303(a)(1), and the LEA shall give priority to migratory children who have made a qualifying move within the previous 1-year period and who are failing, or most at risk of failing, to meet the challenging State academic standards; or, have dropped out of school. [Section 1304(d). 34 CFR Part 200.89(c). Section 1304(c)(8)].

Assurance 10: The LEA assures they will assist the state to promote interstate and intrastate coordination of services for migratory children, including coordination with other relevant programs and local projects in the state and other states. [Section 1304(b)(3). 34 CFR Part 200.82(b)].

Assurance 11: The LEA assures that a child who ceases to be a migratory child during a school term shall be eligible for services funded through Title I, Part C until the end of such term and may continue to receive such services for one (1) additional school year if comparable services are not available through other programs. Additionally, the LEA assures that migrant students who were eligible for services in secondary school may continue to be served through credit accrual programs until graduation. [ESEA section 1304(e)]."

Title I, Part D, Subpart 2: Neglected and Delinquent Youth

Assurance 1: The LEA assures they shall adhere to the purpose of Section 1420 to provide opportunities for students to meet the same challenging state content standards and student academic achievement standards that all children in Florida are expected to meet. [Sections 1421 and 1425(6)]

Assurance 2: The LEA assures they shall design transitional and supportive programs to meet the needs of children and youth returning to schools within the LEA or other alternative educational programs and assist them in completing their education. [Sections 1422 and 1424].

Assurance 3: The LEA assures they shall, where feasible, involve parents in efforts to improve the educational achievement of their children and prevent further delinquent activities. [Section 1425(8)].

Assurance 4: The LEA assures they shall adhere to the provision of services under section 1423(2) and program requirements under section 1425 for any correctional facility to which the LEA has agreed. [Section 1423].

Assurance 5: The LEA assures they shall evaluate the program not less than once every three years to determine the program's impact on student outcomes. [Section 1431].

Title II, Part A: Supporting Effective Instruction

Assurance 1: The LEA assures they will comply with section 8501 (regarding participation by private school children and teachers). [Section 2102(b)(2)(E)].

Assurance 2: The LEA assures they will coordinate professional development activities authorized under this part with professional development activities provided through other Federal, State, and local programs. [Section

Assurance 3: The LEA assures they will reduce class size to an evidence-based level, to the extent the State (in consultation with local educational agencies in the State) determines that such evidence is reasonably available, to improve student achievement through the recruiting and hiring of additional effective teachers. [ESSA: Section 2103].

Assurance 4: Collaboration - The local educational agency (LEA) assures that, in developing the application, an LEA shall provide meaningful consultation with teachers, principals, other school leaders, paraprofessionals (including organizations representing such individuals), specialized instructional support personnel, charter school leaders (in an LEA that has charter schools), parents, community partners, and other organizations or partners with relevant and demonstrated expertise in programs and activities. [ESEA section 2102(b)(3)]

Assurance 5: Professional Development - The LEA assures they will meet the statutory professional development definition as provided in ESEA section 8101(42) or other allowable uses of funds under section 2103(b)(3) of the

Title III, Part A: English Language Acquisition, Language Enhancement and Academic Achievement

Assurance 1: The LEA assures that it will comply with section 1112(e) – Parents' Rights-to-know, before, and throughout, each school year as of the date of application. [Section 3116(b)(4)(A)].

Assurance 2: The LEA assures that it is not in violation of any State law, including State constitutional law, regarding the education of English learners, consistent with Sections 3125 and 3126. [Section 3116(b)(4)(B)].

Assurance 3: The LEA assures that each school with English learner (EL) students receives funds from non-Federal sources to fulfill the LEA's obligations under Title IV of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act, before using Title III, Part A funds for languages services to EL students. [Section 3115(g)].

Assurance 4: The LEA assures that, if applicable, it will coordinate activities and share relevant data under its plan with local Head Start and Early Head Start agencies, including migrant and seasonal Head Start agencies, and other early childhood education providers. [Section 3116(b)(4)(D)].

Assurance 5: The LEA assures that it will consult with officials of private schools in a timely and meaningful manner to make available equitable Title III, Part A services to eligible English learners and immigrant children attending private schools located within the LEA's geographical boundaries. [Section 8501].

Assurance 6: The LEA assures that the current ELL population has enough students to generate the $10,000 threshold as indicated in Section 3114. [Section 3114 (c)].

Assurance 7: The LEA assures that not more than 2 percent of the LEA's Title III allocation will be used for the cost of administering the project. [Section 3115 (b)].

Title IV, Part A: Student Support and Academic Enrichment

Assurance 1: The LEA assures that it will prioritize the distribution of funds to schools served by the LEA or consortium of such agencies, that :are among the schools with the greatest needs, as determined by a such LEA, or consortium; have the highest percentages or numbers of children counted under section 1124(c); are identified for comprehensive support and improvement under section 1111(c)(4)(D)(I); are implementing targeted support and improvement plans as described in section 1111(d)(2); or are identified as a persistently dangerous public elementary school or secondary school under section 8532. [Section 4106(e)(2)(A)].

Assurance 2: The LEA assures that it will comply with section 8501 regarding equitable participation by private school children and teachers. [Section 4106(e)(2)(B)].
Assurance 3: With the exception of LEAs outlined in special rule ESEA 4106(f), the LEA assures that it will use not less than 20 percent of funds received under this subpart to support one or more of the activities authorized under
Assurance 4: Except LEAs outlined in the special rule section 4106(f), the LEA assures that it will use not less than 20 percent of funds received under this subpart to support one or more activities authorized under section 4108, coordinate with other schools and community-based services, and promote the involvement of parents. [Section 4106(e)(2)(D)].
Assurance 5: Except LEAs outlined in special rule section 4106(f), the LEA assures that it will use a portion of funds received under this subpart to support one or more activities authorized under section 4109(a), including an assurance that the local educational agency, or consortium of local educational agencies, will comply with section 4109(b). [Section 4106(e)(2)(E)].
Assurance 6: The LEA assures that it will annually report to the State for inclusion in the report described in section 4104(a)(2) how funds are being used under this subpart to meet the requirements of subparagraphs (C) through
Assurance 7: The LEA assures that the LEA, or consortium of such agencies, shall develop its application through consultation with parents, teachers, principals, other school leaders, specialized instructional support personnel, students, community-based organizations, local government representatives (which may include a local law enforcement agency, local juvenile court, local child welfare agency, or local public housing agency), Indian tribes or tribal organizations that may be located in the region served by the local educational agency (where applicable), charter school teachers, principals, and other school leaders (if such agency or consortium of such agencies supports charter schools), and others with relevant and demonstrated expertise in programs and activities designed to meet the purpose of this subpart. [Section 4106(c)(1)]

Title V, Part B, Subpart 2: Rural and Low-Income Schools

Assurance 1: The LEA assures that its project funds under Title V, Part B, subpart 2 will be used for any activities authorized under the following ESEA Title programs: Title I, Part A; Title II, Part A; Title III, Part A; Title IV, Part A; and parental involvement activities. [Section 5222(a)].
Assurance 2: The LEA assures that its project funds under Subpart 2 will be used to supplement, and not supplant, any other Federal, State, or local education funds. [Section 5232].

Elementary and Secondary Education Act (ESEA) Federal Programs
Florida 2023-24 ESEA Federal Program Applications

Project Application (DOE 100A)

UEI Number *XKGXG94KMH65*

Manatee

Program Name Type an "X" in the green box below for the program(s) in which the LEA is applying for funds.		Project Number	TAPS Number	2023-24 Preliminary Allocation	Requested Allocation	Estimated Roll Forward	Total Funds Requested (Sum of Allocation and Estimated Roll)
	Title I, Part A		24A001	$12,788,028.95	$0.00	$0.00	$0.00
X	Title I, Part C		24A020	$426,742.00	$0.00		$0.00
	Title I, Part D, Subpart 2		24A009	$204,541.00	$0.00		$0.00
	Title II, Part A		24A011	$1,277,546.00	$0.00	$0.00	$0.00
	Title III, Part A		24A014	$928,702.00	$0.00	$0.00	$0.00
X	Title IV, Part A		24A120	$1,098,284.00	$1,098,284.00	$0.00	$1,098,284.00
	Title V, Part B, Subpart 2		24A007	$0.00	$0.00		$0.00

As the official who is authorized to legally bind the agency/organization, I do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.

Printed Name of Agency Head		
Signature of Agency Head	*Title*	*Date*

Florida 2023-24 ESEA Federal Programs Preliminary Allocations*

**Each LEA knows the climate within their LEA and should only use these preliminary allocation amounts for planning purposes.*

Agency Number	Local Educational Agency	Title I, Part A	Title I, Part C	Title I, Part D, Subpart 2	Title II, Part A	Title III, Part A	Title IV, Part A	Title V, Part B, Subpart 2
010	Alachua	8,088,697	1,085,647	409,083	1,226,899	140,926	626,844	-
020	Baker	1,178,449	-	-	206,973	-	94,711	117,574
030	Bay	8,183,055	-	133,738	1,159,173	210,114	582,992	-
040	Bradford	1,240,790	-	-	170,038	-	101,855	67,069
050	Brevard	18,434,970	-	175,041	2,568,218	479,509	1,445,489	-
060	Broward	79,126,037	104,314	487,753	9,705,435	4,570,721	6,132,114	-
070	Calhoun	740,360	-	-	103,513	-	60,049	49,530
080	Charlotte	4,087,039	-	-	642,294	76,992	288,632	-
090	Citrus	5,632,685	-	82,603	800,323	24,163	456,854	-
100	Clay	6,227,275	-	-	997,250	165,089	526,639	-
110	Collier	11,848,491	3,439,389	167,173	1,704,265	981,831	838,922	-
120	Columbia	3,384,783	-	-	478,617	16,359	274,532	233,988
140	DeSoto	2,209,334	426,952	-	292,225	70,688	158,082	109,952
150	Dixie	974,615	-	-	136,104	-	79,049	47,895
160	Duval	60,300,551	-	444,483	6,397,212	1,295,200	4,924,264	-
170	Escambia	20,363,760	-	332,380	2,528,471	132,822	1,202,826	-
685	FAMU Developmental Research School	323,491	-	-	103,387	-	26,561	-
687	FAU A. D. Henderson School	379,556	-	-	227,134	11,856	35,633	-
180	Flagler	3,212,194	-	-	429,867	61,833	242,650	-
708	Florida Department of Corrections	-	-	-	-	-	-	-
557	Florida School for the Deaf and Blind	123,437	-	-	69,422	-	10,012	-
48C	Florida Virtual School	1,055,933	-	-	691,599	15,008	94,033	-
190	Franklin	607,279	-	-	92,160	-	46,724	27,561
371	FSU Developmental Research School	307,892	-	-	141,497	12,006	25,410	-
200	Gadsden	4,184,005	-	-	437,111	47,276	339,355	112,933
210	Gilchrist	767,180	-	-	173,761	17,710	62,224	67,385
220	Glades	403,760	89,669	-	157,802	10,807	32,791	41,671
230	Gulf	545,513	-	-	85,864	-	44,245	41,565
240	Hamilton	1,105,961	-	92,437	122,911	25,214	89,702	37,161
250	Hardee	1,905,577	480,108	-	238,575	54,029	170,346	116,678
260	Hendry	3,655,487	1,124,049	-	352,924	158,486	300,054	344,336

270	Hernando	7,598,499	-	-	802,047	97,853	616,297	-
280	Highlands	5,262,991	754,202	-	470,131	76,691	470,391	289,637
290	Hillsborough	76,954,119	2,113,204	818,165	7,394,242	3,373,073	5,017,084	-
300	Holmes	1,148,058	-	-	176,100	-	93,116	75,403
99H	IDEA	1,067,176	-	-	150,923	35,119	78,362	-
310	Indian River	4,458,072	5,530	-	609,233	138,675	338,651	-
320	Jackson	2,501,439	-	53,102	477,769	13,507	205,326	138,673
330	Jefferson	606,712	-	-	164,527	-	49,801	15,429
98Z	KIPP Miami	846,285	-	-	233,713	-	36,245	
340	Lafayette	386,393	5,300	-	1,750,053	-	31,339	27,956
350	Lake	11,986,389	11,473	47,202	1,389,307	322,374	904,530	-
53D	Lake Wales	2,382,143	31,003	-	1,097,773	58,832	193,210	-
360	Lee	26,160,705	397,812	184,874	2,709,197	2,545,526	1,927,552	-
370	Leon	11,879,480	-	84,570	1,178,496	157,585	974,810	-
380	Levy	2,591,683	-	-	369,166	28,665	173,469	130,287
390	Liberty	334,274	-	133,738	55,318	-	27,112	31,622
400	Madison	1,106,578	15,791	47,202	125,110	-	98,703	58,154
410	Manatee	12,788,029	426,742	204,541	1,277,546	928,702	1,098,284	-
420	Marion	15,970,606	-	434,650	2,040,931	384,058	1,295,339	-
430	Martin	4,451,439	-	-	507,855	345,787	365,388	-
815	Mater Academy	441,436	-	-	122,067	21,912	68,640	-
130	Miami-Dade	135,380,287	1,504,115	271,410	10,303,774	10,413,379	11,112,355	-
440	Monroe	1,853,323	-	-	973,545	188,202	130,474	-
450	Nassau	1,835,094	-	-	560,645	31,067	144,108	-
460	Okaloosa	6,586,297	-	261,577	759,070	255,288	534,199	-
470	Okeechobee	2,144,375	473,184	66,870	283,870	91,099	173,925	139,966
480	Orange	70,445,005	392,905	361,880	6,932,213	4,368,261	5,556,948	-
490	Osceola	21,832,791	-	118,005	2,719,276	1,883,668	1,653,404	-
500	Palm Beach	56,634,162	2,118,670	361,880	5,540,453	4,557,514	4,593,467	-
510	Pasco	22,030,147	94,302	104,238	2,450,726	667,711	1,766,274	-
520	Pinellas	30,362,989	-	283,211	2,850,309	970,124	2,462,672	-
530	Polk	43,914,161	1,242,423	296,978	6,940,934	1,639,036	3,561,777	-
540	Putnam	6,707,581	108,967	-	813,909	102,505	442,148	231,852
16R	San Jose	898,244	-	-	623,706	30,767	80,297	-
570	Santa Rosa	4,506,236	-	-	562,773	40,222	385,209	-
580	Sarasota	9,340,757	-	-	2,588,943	474,857	760,254	-
590	Seminole	11,649,163	-	135,705	1,730,784	529,186	944,837	-

50D	South Tech	1,112,230	1,461	-	592,317	14,108	90,210	-
550	St. Johns	4,709,888	-	94,403	569,100	87,047	409,346	-
560	St. Lucie	15,537,667	173,290	279,277	1,680,354	788,226	1,275,432	-
600	Sumter	3,388,772	-	-	1,757,649	43,373	278,157	-
610	Suwannee	2,535,709	251,423	-	945,735	35,419	205,666	140,177
620	Taylor	1,121,505	-	-	933,917	-	90,963	61,741
015	UF, PK Yonge Devm't Research School	128,935	-	-	78,698		10,436	-
630	Union	650,965	-	-	972,451	-	43,517	53,908
48K	United Cerebral Palsy of Central Florida, Inc	399,927	-	-	120,223	10,956	29,114	-
640	Volusia	20,466,187	131,886	350,080	2,239,600	483,711	1,468,486	-
650	Wakulla	892,721	-	-	144,017	-	69,768	-
660	Walton	2,560,229	-	60,969	567,558	109,109	207,654	-
670	Washington	1,357,344	301,385	-	502,816	-	110,091	78,620
	Total	**$922,503,352**	**$17,305,196**	**$7,379,218**	**$113,281,893**	**$44,921,833**	**$71,968,431**	**$2,888,723**

Title IV, Part A

Manatee

Student Support and Academic Enrichment Grants

To improve students' academic achievement by increasing school LEA capacity to provide all students with access to a well-rounded education; improve school conditions for student learning; and increase the use of technology to enhance the academic achievement and digital literacy of all students.

Preliminary Allocation	**$1,098,284.00**
Requested Allocation Amount	**$1,098,284.00**
Estimated Roll Forward	**$0.00**
Total Funds Requested (Including Roll Forward) (sum of allocation and estimated roll)	**$1,098,284.00**

LEAs receiving $30,000 or More: MUST focus on three Areas of Focus (Well-Rounded Educational Opportunities, Safe and Healthy Conditions, and Effective Use of Technology)
LEAs receiving less than $30,000: Only required to focus on one of the Areas of Focus (Well-Rounded Educational Opportunities, Safe and Healthy Conditions, and Effective Use of Technology)

Area of Focus 1	Well-Rounded Educational Opportunities
Area of Focus 2	Safe and Healthy Conditions
Area of Focus 3	Effective Use of Technology
Area of Focus 4	Administrative Costs which includes indirect costs (Direct grant administration not to exceed 2% of Allocation)

Title IV, Part A Equitable Services Formula

Number of Students (ages 5-17)	
A1. LEA Total (Including Roll Forward) Enrollment	53960
A2. Participating Private Schools Total Enrollment	647
A3. Total Enrollment = A1 + A2	54607
Title IV, Part A Base Preliminary Allocation	
B1. Total LEA Base Preliminary Allocation	$1,098,284.00
B2. Administrative Costs (AOF 4 total [direct costs not exceeding 2% + indirect costs – roll forward funds])	$60,911.86
B3. LEA Base Preliminary Allocation Minus Admin Costs = B1 - B2	$1,037,372.14
Per Pupil Rate	
C1. B3 divided by A3	$19.00
Equitable Services	
Amount LEA must reserve for equitable services for private schools = A2 x C1	$12,291.09

Describe how the LEA will engage with stakeholders during the design and development of the district application. Include the types and number of stakeholders that will be engaged and the method of engagement.

The School District of Manatee County's Comprehensive Needs Assessment collected data and/or information from many sources, capturing many stakeholders across the system. Parent input was captured quantitatively through surveys conducted by Title I, Part A and Title I, Part C. Qualitative parental input also came at community and school district events as they discussed many of the needs and challenges, they face today. These events also served to capture input from community organizations that participated in assisting families. Moreover, information

Area of Focus 1: Well-Rounded Educational Opportunities

A. Describe the program objectives and intended outcomes for activities under this Area of Focus, if applicable.

1-1 ACT-SAT Prep – through an online program such as Beable TestAhead, students struggling with standardized tests will be able to access support from home or at school. "TestAhead delivers test prep as never before – empowering students not only with the skills they need to succeed on the ACT and SAT, but also equipping them with the cognitive flexibility and higher-order thinking skills they need to pass exit exams and graduate.... By enabling all students to both recognize their unique individual strengths and rapidly switch between those strengths to

B. Describe how the LEA will periodically evaluate the effectiveness of the activities carried out under this Area of Focus based on objectives and outcomes, if applicable.

1-1 ACT-SAT Prep – This year will establish a baseline and we will count the number of students who utilize this program (to establish demand) and we will note the percentage of students who use the program and score high enough to meet the graduation requirement minimum.
1-2 DBQ effectiveness of this Activity will be measured and monitored through FAST Progress Monitoring conducted three times throughout the school year. The goal will be for students utilizing DBQ to grow at a rate faster than students across the state during the 23-24 school year.

☐ No Title IV, Part A funds will be used to address this Area of Focus. If this box is checked then the LEA does not need to complete the next question or the budget section for this Area of Focus.	
C. Describe the funded activities that will be implemented to address Area of Focus 1.	
Activity 1	1-1 ACT-SAT Prep – online program such as Beable TestAhead - $8,980. Cost Proposal included.
Activity 2	1-2 DBQ - $49,500 Cost Proposal included.
Activity 3	1-3 Graduation Enhancement Tech (GET) – FTE 0.9 – approximately $68,327 including benefits. Include gas & milage $4,000, printing $2000, and supplies (i.e.- pens, pencils, paper, notebooks, scissors, folders) $1000.
Activity 4	1-4 Home School Liaison (HSL) – FTE 1.0, approximately $48,000 including benefits. Include gas & milage $250, no printing, no supplies.
Activity 5	1-5 Tutoring for ESOL-Migrant-Project Heart Students – 2 Teachers for 2.25 hours per day = approximately $304.51 (including benefits) per day, for an estimated 49 days of tutoring = approximately $14,920 | Transportation = $5000.
Activity 6	1-6 Ellevation – online ESOL program – Approximately $159,000. Cost Proposal included.
Activity 7	1-7 Instructional Support for At-Risk Students at the Port – -Teacher Assistant - FTE 1.0, plus printing $500, supplies $500 -Teacher - FTE 0.15, plus printing $500, local-travel $3,000, supplies $500
Activity 8	1-8 Charter Schools- 2102 Team Success – $22,638.24 - purchase science materials and supplies (i.e. – lab goggles, polyethylene lab aprons, test tubes, test tube brushes test tube racks, microscopes) to enrich science instruction. 2104 MSA – will purchase the following: *Licenses from the Institute of Arts-Integration and STEAM: $7,800 - 40 licenses *Note Counselor: $708 *PlanbookEdu: $1,920 *EasyCBM: $500 - licenses **STEM Engineering Curriculum: $8,756.56 *Pre-AP Curriculum: $6000 *Edgenuity: $9,600 2131 Palmetto Charter School - $7,906.32 – towards FLVS online Spanish I courses 2141 SCF Collegiate School - $8873.28 – towards paying teachers offering “foreign language” and arts courses to students. 2171 Rowlett Academy ES – **$6,601 - Musical Instruments/Equipment: *$8,668 - STEM/Robotics: 2192 ¡HOLA! Elementary – $9,480 * Use Educational Development Associates - *Purchase math manipulatives and other evidenced based “instructional tools” (include whiteboards, interactive notebooks, science lab materials, and other hands-on activities) -
Activity 9	1-9 Private Schools -Community Christian School – $6,495.98 - Purchase art supplies. -St. Joseph Catholic School – $4,616.11 - Purchase “Project Lead the Way” -Spark ALC - *$296 – All-terrain scooters *$883 – Home Ec Kitchen supplies/equipment
Activity 10	
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Activity 25	

List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	Use the dropdown to select LEA or Private
5100	369	AOF 1	1			$7,030.00	LEA
6400	369	AOF 1	1			$1,950.00	LEA
5100	369	AOF 1	2			$49,500.00	LEA
6300	160	AOF 1	3	Instruction and Curriculum Development Services-Other Support Personnel	0.9	$48,878.24	LEA
6300	210	AOF 1	3	Instruction and Curriculum Development Services-Retirement		$7,331.74	LEA
6300	220	AOF 1	3	Instruction and Curriculum Development Services-Federal Insurance Contributions Act (FICA)		$3,739.19	LEA
6300	231	AOF 1	3		Health Insurance	$7,654.33	LEA
6300	232	AOF 1	3		Life Insurance	$112.42	LEA
6300	240	AOF 1	3	Instruction and Curriculum Development Services-Workers' Compensation		$610.98	LEA
6300	330	AOF 1	3	Instruction and Curriculum Development Services-Travel		$4,000.00	LEA
6300	390	AOF 1	3	Instruction and Curriculum Development Services-Other Purchased Services		$2,000.00	LEA
6300	510	AOF 1	3	Instruction and Curriculum Development Services-Supplies		$1,000.00	LEA
6100	160	AOF 1	4	Student Personnel Services-Other Support Personnel	1	$32,924.53	LEA
6100	210	AOF 1	4	Student Personnel Services-Retirement		$4,938.68	LEA
6100	220	AOF 1	4	Student Personnel Services-Federal Insurance Contributions Act (FICA)		$2,518.73	LEA
6100	231	AOF 1	4		Health Insurance	$5,509.20	LEA
6100	232	AOF 1	4		Life Insurance	$75.73	LEA
6100	240	AOF 1	4	Student Personnel Services-Workers' Compensation		$411.56	LEA
6100	330	AOF 1	4	Student Personnel Services-Travel		$250.00	LEA
5100	120	AOF 1	5	Basic (FEFP K-12)-Classroom Teacher		$12,041.97	LEA
5100	210	AOF 1	5	Basic (FEFP K-12)-Retirement		$1,806.30	LEA
5100	220	AOF 1	5	Basic (FEFP K-12)-Federal Insurance Contributions Act (FICA)		$921.21	LEA
5100	240	AOF 1	5	Basic (FEFP K-12)-Workers' Compensation		$150.52	LEA
7800	790	AOF 1	5	Student Transportation Services-Miscellaneous		$5,000.00	LEA
6400	369	AOF 1	6			$159,000.00	LEA
5100	150	AOF 1	7	Basic (FEFP K-12)-Paraprofessional	1	$29,069.69	LEA
5100	210	AOF 1	7	Basic (FEFP K-12)-Retirement		$4,360.46	LEA

5100	220	AOF 1	7	Basic (FEFP K-12)-Federal Insurance Contributions Act (FICA)		$2,223.84	LEA
5100	231	AOF 1	7		Health Insurance	$4,552.31	LEA
5100	232	AOF 1	7		Life Insurance	$66.87	LEA
5100	240	AOF 1	7	Basic (FEFP K-12)-Workers' Compensation		$363.38	LEA
5100	390	AOF 1	7	Basic (FEFP K-12)-Other Purchased Services		$500.00	LEA
5100	510	AOF 1	7	Basic (FEFP K-12)-Supplies		$500.00	LEA
6300	130	AOF 1	7	Instruction and Curriculum Development Services-Other Certified	0.15	$9,298.81	LEA
6300	210	AOF 1	7	Instruction and Curriculum Development Services-Retirement		$1,394.83	LEA
6300	220	AOF 1	7	Instruction and Curriculum Development Services-Federal Insurance Contributions Act (FICA)		$711.36	LEA
6300	231	AOF 1	7			$1,456.19	LEA
6300	232	AOF 1	7			$21.39	LEA
6300	240	AOF 1	7	Instruction and Curriculum Development Services-Workers' Compensation		$116.24	LEA
6300	390	AOF 1	7	Instruction and Curriculum Development Services-Other Purchased Services		$500.00	LEA
6300	330	AOF 1	7	Instruction and Curriculum Development Services-Travel		$3,000.00	LEA
6300	510	AOF 1	7	Instruction and Curriculum Development Services-Supplies		$500.00	LEA
5100	394	AOF 1	8		Charter	$99,451.40	LEA
5100	510	AOF 1	9	Basic (FEFP K-12)-Supplies	Private	$7,378.98	Private
5100	642	AOF 1	9	Basic (FEFP K-12)-Noncapitalized Furniture, Fixtures, and Equipment	Private	$296.00	Private
5100	369	AOF 1	9		Private	$4,616.11	Private
		AOF 1					
		AOF 1					
		AOF 1					
		AOF 1					

LEA Total (Including Roll Forward)	$517,442.10
Private Total (Including Roll Forward)	$12,291.09
Area of Focus 1 Total (Not Including Roll Forward)	$529,733.19
Estimated Roll Forward Total	$0.00
Total Funds Requested (Including Roll Forward)	$529,733.19

Area of Focus 2: Safe and Healthy Conditions

A. Describe the program objectives and intended outcomes for activities under this Area of Focus, if applicable.

2-1 CHAMPS/Project Spark – This Activity began last year through Title IV. In its first year of implementation, the District stopped the three year upward trend of increasing referrals and showed a statistical leveling out with approximately the same number of referrals as the prior year. However, referral data analysis showed that there was an increase of referrals for being Tardy to school which masked the positive data trend of decreasing unwanted behaviors. The School District of Manatee County will continue implementation of the CHAMPS Framework model to

B. Describe how the LEA will periodically evaluate the effectiveness of the activities carried out under this Area of Focus based on objectives and outcomes, and how the activities will promote the involvement of parent and families, if applicable.

2-1 CHAMPS/Project Spark - Effectiveness of this initiative will be measured by comparing the 22-23 Discipline Data to 23-24 Discipline Data, with at least a 10% decrease in total referrals (but will exclude Tardy Referrals from comparison of both years).
2-2 National Family Engagement Summit – Effectiveness of this initiative will be measured by the successful implementation of at least three significant strategies learned at the National Family Engagement Summit to any of our District-wide community/family events during the 23-24

☐ No Title IV, Part A funds will be used to address this Area of Focus. If this box is checked then the LEA does not need to complete the next question or the budget section for this Area of Focus.

C. Describe the funded activities that will be implemented to address Area of Focus 2.

Activity 1	2-1 CHAMPS/Project Spark – Two sample contracts included - $12,000 | Books for staff PD, approximately $28.98 each for 7 books= approximately $202.85.
Activity 2	2-2 National Family Engagement Summit – Out-of-State Travel – Registration approximately $750, plane ticket approximately $600, 1 hotel room for 3 nights approximately $731, meal/daily allowance approximately $120, shuttle/travel $100. Total cost per person is approximately= $2301. 2 staff attending = approximately $4,602.
Activity 3	2-3 New Teacher Mentor Program – 53 additional mentors, stipend is $1394 each = $73,882 | Catapult PD Now at $66 per annual user license, for an estimated 501 users which includes new teachers, mentors, and necessary administrators= $33,066 Cost Proposal included. | Prescribed PD Now training new teachers Regular NCH pay, 6 total hours each, for approximately 150 new teachers = $30,000 including benefits | Mentor Training June 2024 - Catapult in-person training, first two days will have 12 (3-hour) PD sessions occur and cost $1,125 each = $13,500. Cost Proposal included. | Mentor Training June of 2024 - plus 18 hours Regular NCH for 60 Mentors participants $49,500 including benefits.

Activity 4	2-4 School-Based Health Center – -Social Worker – FTE 1.0, plus benefits is approximately $81,600 | Printing $1,500 | local travel $600 | supplies (i.e.- band aids, sanitizer, pens, pencils, paper, notebooks, scissors, folders) $1,000 | In-State Conference Registration $400. -Clerical Clinic Aid – FTE 1.0, plus benefits is approximately $34,711 | Printing $1,500 | supplies (i.e.- band aids, sanitizer, pens, pencils, paper, notebooks, scissors, folders) $1000.
Activity 5	2-5 District Community Resource Fairs - purchasing educational necessities/supplies such as backpacks, binders, and composition notebooks – approximately $9,176.04 | purchase items to assist in facilitating the events (signage and signage materials, traffic cones, traffic vests, storage bins, and other similar items) - approximately $800
Activity 6	2-6 Charter Schools – 2120 RMA – *$7,613.65 - Title IV will be used to Contract with a licensed psychologist to provide additional school-based mental health services, counseling, and evaluations for students. *$4,862.03 - Funds will be used to Purchase Hero PBIS subscription for the 23-24 school year. 2121 Manatee Charter School – $9,878.16 “will be used towards funding payment to a 3rd party vendor which will provide a Mental Health Therapist” 2122 Oasis Middle School – $834.24 will be used to pay for a contracted trainer to provide professional development for 14 staff - NOTE: 6-6-23 -Ms. Bailey will send me a copy of contract/documentation of cost. 2123 Imagine School North - *$7,684.36 (Difference will be paid outside this grant) - purchase AVID. *$3,995 - purchase The Positivity Project 2171 Rowlett Academy ES – $2,079 - Purchasing read-aloud trade books for use in the classroom with students.
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Activity 24	
Activity 25	

List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	Use the dropdown to select LEA or Private
6400	310	AOF 2	1	Instructional Staff Training Services-Professional and Technical Services		$12,000.00	LEA
6400	590	AOF 2	1	Instructional Staff Training Services-Other Materials and Supplies		$202.85	LEA
6400	330	AOF 2	2	Instructional Staff Training Services-Travel		$4,602.00	LEA
6400	120	AOF 2	3	Instructional Staff Training Services-Classroom Teacher		$73,882.00	LEA
6400	210	AOF 2	3	Instructional Staff Training Services-Retirement		$11,082.30	LEA
6400	220	AOF 2	3	Instructional Staff Training Services-Federal Insurance Contributions Act (FICA)		$5,651.97	LEA
6400	231	AOF 2	3			$11,569.92	LEA
6400	232	AOF 2	3			$169.93	LEA
6400	240	AOF 2	3	Instructional Staff Training Services-Workers' Compensation		$923.53	LEA
6400	369	AOF 2	3			$33,066.00	LEA
6400	120	AOF 2	3	Instructional Staff Training Services-Classroom Teacher	0.42	$24,213.08	LEA
6400	210	AOF 2	3	Instructional Staff Training Services-Retirement		$3,631.96	LEA
6400	220	AOF 2	3	Instructional Staff Training Services-Federal Insurance Contributions Act (FICA)		$1,852.30	LEA
6400	240	AOF 2	3	Instructional Staff Training Services-Workers' Compensation		$302.66	LEA
6400	310	AOF 2	3	Instructional Staff Training Services-Professional and Technical Services		$13,500.00	LEA
6400	120	AOF 2	3	Instructional Staff Training Services-Classroom Teacher	0.69	$39,951.57	LEA
6400	210	AOF 2	3	Instructional Staff Training Services-Retirement		$5,992.74	LEA
6400	220	AOF 2	3	Instructional Staff Training Services-Federal Insurance Contributions Act (FICA)		$3,056.30	LEA
6400	240	AOF 2	3	Instructional Staff Training Services-Workers' Compensation		$499.39	LEA
6110	130	AOF 2	4	Attendance and Social Work-Other Certified	1	$55,478.41	LEA
6110	210	AOF 2	4	Attendance and Social Work-Retirement		$8,321.77	LEA
6110	220	AOF 2	4	Attendance and Social Work-Federal Insurance Contributions Act (FICA)		$4,244.10	LEA
6110	231	AOF 2	4		Health Insurance	$12,732.00	LEA
6110	232	AOF 2	4		Life Insurance	$127.61	LEA

6110	240	AOF 2	4	Attendance and Social Work-Workers' Compensation		$693.49	LEA
6110	330	AOF 2	4	Attendance and Social Work-Travel		$600.00	LEA
6110	390	AOF 2	4	Attendance and Social Work-Other Purchased Services		$1,500.00	LEA
6110	510	AOF 2	4	Attendance and Social Work-Supplies		$1,000.00	LEA
6110	730	AOF 2	4	Attendance and Social Work-Dues and Fees		$400.00	LEA
6130	150	AOF 2	4	Health Services-Paraprofessional	1	$21,099.55	LEA
6130	210	AOF 2	4	Health Services-Retirement		$3,164.94	LEA
6130	220	AOF 2	4	Health Services-Federal Insurance Contributions Act (FICA)		$1,614.12	LEA
6130	231	AOF 2	4		Health Insurance	$8,520.00	LEA
6130	232	AOF 2	4		Life Insurance	$48.53	LEA
6130	240	AOF 2	4	Health Services-Workers' Compensation		$263.75	LEA
6130	390	AOF 2	4	Health Services-Other Purchased Services		$1,500.00	LEA
6130	510	AOF 2	4	Health Services-Supplies		$1,000.00	LEA
5100	510	AOF 2	5	Basic (FEFP K-12)-Supplies		$9,176.04	LEA
9100	510	AOF 2	5	Community Services-Supplies		$800.00	LEA
6140	394	AOF 2	6			$17,491.81	LEA

6300	394	AOF 2	6			$4,862.03	LEA
6400	394	AOF 2	6			$834.24	LEA
5100	394	AOF 2	6			$13,758.36	LEA
		AOF 2					
		AOF 2					
		AOF 2					
		AOF 2					
		AOF 2					
		AOF 2					
		AOF 2					

LEA Total (Including Roll Forward)	$415,381.25
Private Total (Including Roll Forward)	$0.00
Area of Focus 2 Total (Not Including Roll Forward)	$415,381.25
Estimated Roll Forward Total	$0.00
Total Funds Requested (Including Roll Forward)	$415,381.25

Area of Focus 3: Effective Use of Technology

A. Describe how the program objectives and intended outcomes for activities under this Area of Focus, if applicable.

3-1 Information Services Coordinator is a multi-year initiative that will assist teachers with the effective implementation of hardware, software, training, and support. This may include supporting the use of technology to deliver CORE instruction and during summer and/or extended school day activities. The technology support translates to teachers providing high quality lessons to students to increase student achievement on the FAST assessments. The Information Systems Coordinator will also deliver training to students as needed throughout the school district,

B. Describe how the LEA will periodically evaluate the effectiveness of the activities carried out under this Area of Focus based on objectives and outcomes, if applicable.

3-1 Information Services Coordinator The effectiveness of this Activity will be measured by the impact on access to technology at the school level and at the individual student level.
-First, District IT will utilize the Information Services Coordinator to collect and monitor District-wide technology inventory data to identify the schools with the greatest need for more devices. The goal of this Activity is to bring the district average of all schools from “0.71” closer to a

☐ No Title IV, Part A funds will be used to address this Area of Focus. If this box is checked then the LEA does not need to complete the next question or the budget section for this Area of Focus.

C. Describe the funded activities that will be implemented to address Area of Focus 3.

Activity 1	3-1 Information Services Coordinator - FTE 1.0, plus benefits= approximately $76,475 | local travel- $500 | printing- $1000 | supplies such as USB drives, electrical cords and/or charge plugs, and other (not software) tech-related supplies- $500.
Activity 2	3-2 Charter Schools -2182 - Lakewood Ranch Preparatory Academy - I-pads- $13,783.92
Activity 3	

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Activity 23	
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Activity 25	

List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount	Use the dropdown to select LEA or Private
6500	160	AOF 3	1	Instructional-Related Technology-Other Support Personnel	1	$53,999.64	LEA
6500	210	AOF 3	1	Instructional-Related Technology-Retirement		$8,099.95	LEA
6500	220	AOF 3	1	Instructional-Related Technology-Federal Insurance Contributions Act (FICA)		$4,130.98	LEA

6500	231	AOF 3	1		Health Insurance	$9,444.00	LEA
6500	232	AOF 3	1		Life Insurance	$124.20	LEA
6500	240	AOF 3	1	Instructional-Related Technology-Workers' Compensation		$675.00	LEA
6500	330	AOF 3	1	Instructional-Related Technology-Travel		$500.00	LEA
6500	390	AOF 3	1	Instructional-Related Technology-Other Purchased Services		$1,000.00	LEA
6500	519	AOF 3	1	Instructional-Related Technology-Technology Related Supplies		$500.00	LEA
6500	394	AOF 3	2			$13,783.92	LEA
		AOF 3					
		AOF 3					
		AOF 3				

Total Funds Requested (Including Roll Forward)	$92,257.69
Area of Focus 4: Administrative Costs	
A. Describe the funded activities that will be implemented to address Area of Focus 4. **Direct administrative costs are not to exceed 2 percent of the total allocation. Indirect administrative costs may not exceed the restricted rate defined by the FDOE Comptroller's Office.** **LEAs may claim both direct administrative cost and restricted indirect costs.**	
Activity 1	4-1 Title IV, Part A Grant Coordinator - will help facilitate planning, organizing, developing, and guidance for the use of Title IV grant funds, including grant writing and amendment writing. Also, the Coordinator will gather necessary documentation of program initiative implementation and monitoring/evaluation of Title IV, Part A Grant Activities. – 2%
Activity 2	4-2 – Indirect Cost – 3.72%
Activity 3	
Activity 4	
Activity 5	
Activity 6	
Activity 7	
Activity 8	
Activity 9	
Activity 10	
Activity 11	
Activity 12	
Activity 13	
Activity 14	
Activity 15	
Activity 16	
Activity 17	
Activity 18	
Activity 19	
Activity 20	
Activity 21	
Activity 22	

Activity 23	
Activity 24	
Activity 25	

List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount
6300	110	AOF 4	1	Instruction and Curriculum Development Services-Administrator	0.15	$15,402.74
6300	210	AOF 4	1	Instruction and Curriculum Development Services-Retirement		$2,310.42
6300	220	AOF 4	1	Instruction and Curriculum Development Services-Federal Insurance Contributions Act (FICA)		$1,178.31
6300	231	AOF 4	1			$2,412.07
6300	232	AOF 4	1			$35.43
6300	240	AOF 4	1	Instruction and Curriculum Development Services-Workers' Compensation		$192.54
7200	792	AOF 4	2			$39,380.35
		AOF 4				
		AOF 4				
		AOF 4			

		AOF 4					
		AOF 4					
		AOF 4					
		AOF 4					
		AOF 4					
		AOF 4					
		AOF 4					
		AOF 4					
		AOF 4					

Area of Focus 4 Total (Not Including Roll Forward)	$60,911.86
Estimated Roll Forward Total	$0.00
Total Funds Requested (Including Roll Forward)	$60,911.86

Area of Focus		LEA Total (Including Roll Forward)	Private Total (Including Roll Forward)	Area of Focus Total	Estimated Roll Forward Total	Area of Focus Grand Total	Percent of Allocation
Area of Focus 1	Well-Rounded Educational Opportunities	$0.00	$12,291.09	$529,733.19	$0.00	$529,733.19	48.23%
Area of Focus 2	Safe and Healthy Conditions	$0.00	$0.00	$415,381.25	$0.00	$415,381.25	37.82%
Area of Focus 3	Effective Use of Technology	$0.00	$0.00	$92,257.69	$0.00	$92,257.69	8.40%
Area of Focus 4	Administrative Costs			$60,911.86	$0.00	$60,911.86	5.55%
	Grand Total	**$0.00**	**$12,291.09**	**$1,098,284.00**	**$0.00**	**$1,098,284.00**	**100.00%**

Click to return to top of page.

If requesting less than the preliminary allocation, please provide the LEA's justification.

Title IV, Part A Summary Budget
DOE 101

Manatee		24A120
Name of LEA	Project Number	TAPS Number
Requested Allocation Amount		**$1,098,284.00**
Estimated Roll Forward		
Total Funds Requested (sum of allocation and estimated roll)		**$1,098,284.00**

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount
5100	369	AOF 1	1			$7,030.00
6400	369	AOF 1	1			$1,950.00
5100	369	AOF 1	2			$49,500.00
6300	160	AOF 1	3	Instruction and Curriculum Development Services-Other Support Personnel	0.9	$48,878.24
6300	210	AOF 1	3	Instruction and Curriculum Development Services-Retirement		$7,331.74
6300	220	AOF 1	3	Instruction and Curriculum Development Services-Federal Insurance Contributions Act (FICA)		$3,739.19
6300	231	AOF 1	3		Health Insurance	$7,654.33
6300	232	AOF 1	3		Life Insurance	$112.42
6300	240	AOF 1	3	Instruction and Curriculum Development Services-Workers' Compensation		$610.98
6300	330	AOF 1	3	Instruction and Curriculum Development Services-Travel		$4,000.00
6300	390	AOF 1	3	Instruction and Curriculum Development Services-Other Purchased Services		$2,000.00
6300	510	AOF 1	3	Instruction and Curriculum Development Services-Supplies		$1,000.00
6100	160	AOF 1	4	Student Personnel Services-Other Support Personnel	1	$32,924.53
6100	210	AOF 1	4	Student Personnel Services-Retirement		$4,938.68
6100	220	AOF 1	4	Student Personnel Services-Federal Insurance Contributions Act (FICA)		$2,518.73

6100	231	AOF 1	4		Health Insurance	$5,509.20
6100	232	AOF 1	4		Life Insurance	$75.73
6100	240	AOF 1	4	Student Personnel Services-Workers' Compensation		$411.56
6100	330	AOF 1	4	Student Personnel Services-Travel		$250.00
5100	120	AOF 1	5	Basic (FEFP K-12)-Classroom Teacher		$12,041.97
5100	210	AOF 1	5	Basic (FEFP K-12)-Retirement		$1,806.30
5100	220	AOF 1	5	Basic (FEFP K-12)- Federal Insurance Contributions Act (FICA)		$921.21
5100	240	AOF 1	5	Basic (FEFP K-12)-Workers' Compensation		$150.52
7800	790	AOF 1	5	Student Transportation Services-Miscellaneous		$5,000.00
6400	369	AOF 1	6			$159,000.00
5100	150	AOF 1	7	Basic (FEFP K-12)-Paraprofessional	1	$29,069.69
5100	210	AOF 1	7	Basic (FEFP K-12)-Retirement		$4,360.46
5100	220	AOF 1	7	Basic (FEFP K-12)- Federal Insurance Contributions Act (FICA)		$2,223.84
5100	231	AOF 1	7		Health Insurance	$4,552.31
5100	232	AOF 1	7		Life Insurance	$66.87
5100	240	AOF 1	7	Basic (FEFP K-12)-Workers' Compensation		$363.38
5100	390	AOF 1	7	Basic (FEFP K-12)-Other Purchased Services		$500.00
5100	510	AOF 1	7	Basic (FEFP K-12)-Supplies		$500.00
6300	130	AOF 1	7	Instruction and Curriculum Development Services- Other Certified	0.15	$9,298.81
6300	210	AOF 1	7	Instruction and Curriculum Development Services- Retirement		$1,394.83
6300	220	AOF 1	7	Instruction and Curriculum Development Services- Federal Insurance Contributions Act (FICA)		$711.36
6300	231	AOF 1	7			$1,456.19
6300	232	AOF 1	7			$21.39
6300	240	AOF 1	7	Instruction and Curriculum Development Services- Workers' Compensation		$116.24
6300	390	AOF 1	7	Instruction and Curriculum Development Services- Other Purchased Services		$500.00
6300	330	AOF 1	7	Instruction and Curriculum Development Services-Travel		$3,000.00

6300	510	AOF 1	7	Instruction and Curriculum Development Services-Supplies		$500.00
5100	394	AOF 1	8		Charter	$99,451.40
5100	510	AOF 1	9	Basic (FEFP K-12)-Supplies	Private	$7,378.98
5100	642	AOF 1	9	Basic (FEFP K-12)-Noncapitalized Furniture, Fixtures, and Equipment	Private	$296.00
5100	369	AOF 1	9		Private	$4,616.11
		AOF 1				
		AOF 1				
		AOF 1				
		AOF 1				

AGENDA ITEM NO. 11.32

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept, and Expend the ARP Homeless Children and Youth Project for the 2023-2024 School Year, in the Amount of $122,901.33

Executive Summary
On February 8th, 2022 the Board approved the ARP Homeless Children and Youth Project. The grant cycle expands from December 1, 2021, to September 30, 2024, in the amount of $664,858.00. This is a budget and program amendment to decrease funds allocated to professional and technical services and student transportation services-rentals to reallocate funds to add a bilingual Homeschool Liaison to help with the identification and enrollment of homeless children and youth due to the increase of homeless immigrant students in the area. Amendment Increase line of funding to purchase additional supplies and materials for students.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Learn | Goal 2
Utilize screening tools and evidence-based programs to support students with substantial reading needs, such as dyslexia

Ready For Life | Goal 1
Improve easy access to quality family resources that support student learning

Recommendation
The Superintendent recommends to apply, accept, and expend the ARP Homeless Children and Youth Project for the 2023-2024 school year, in the amount of $122,901.33.

Financial Impact
There will be no cost to the General Fund. The District is projected to received funds for the ARP Homeless Children and Youth Project amendment in the amount of $122,901.33 for the 2023-2024 school year.

Contact
Submitting Department: Federal Programs and Grants
Initiated By: Latrina Singleton

Attachments:
ARP Homeless Children and Youth Project

FLORIDA DEPARTMENT OF EDUCATION
PROJECT AMENDMENT REQUEST

Please return to:	**A) Agency Name:**	**DOE USE ONLY**
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	**School District of Manatee County, FL** **215 Manatee Avenue West** **Bradenton, FL 34205-8840**	Date Received
B) Program Name: American Rescue Plan- Homeless Children and Youth **TAPS Number: 22A176_____**		**Project Number (DOE Assigned)**

C) Amendment Type	**D) Amendment Request Contact Information**	
☒ Program ☒ Budget **Amendment Number:** ___1_____	Contact Name: Lissette Fernandez	Telephone Numbers: **941-751-6550 ext 43293**
	Mailing Address: 2501 63rd Ave E, Bradenton FL 34203	E-mail Addresses: fernandezl@manateeschools.net

E) Required Signature and Certification

I, _____, (*Please Type Name)* as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application amendment are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application amendment.

_____	Superintendent _____	_____
Signature of Agency Head	Title	Date

F) Narrative

Adding a new position under ACTIVITY A1 (Outreach to Identify HCY in community) for a bilingual Home School Liaison to help with the identification and enrollment of homeless children and youth due to the increase of homeless-immigrant students in the area.

Decreasing the amount spent on cell phone lines under ACTIVITY A1 and A3 for our identified homeless students due to most students having their own lines

Increasing money spent on the purchase of consumable school supplies including those to be distributed at shelters or temporary housing location to support ACTIVITY A1 and A3

Instructions for Completion of DOE 150
Project Amendment Request

A. Enter Agency Name

B. Enter Program Name and TAPS number as listed on the original Project Award Notification.

C. Enter Amendment Type – Refer to Project Application and Amendment Procedures for Federal and State Programs (Green Book) for definitions of Program and Budget amendments.

D. Enter Amendment Request Contact Information for the person who is responsible for the project.

E. Complete Required Signature. **Note:** Application amendments signed by officials other than the Superintendent, or President/Chairman of the Board, must have a letter of authorization to sign on the behalf of said official, attached to the DOE 150 when the application amendment is submitted.

F. Provide sufficient narrative to describe and justify the type of amendment being requested. Narrative should include the purpose of the amendment and description of the amended services or budget changes – i.e. changes in scope or objectives, changes in deliverables or work tasks and how these changes affect the original application. Any budget change will require details on the increase/decrease and how the change affects the original application.

Attach Budget Amendment Narrative Form (DOE 151) if this amendment requires budget changes.

FLORIDA DEPARTMENT OF EDUCATION
BUDGET AMENDMENT NARRATIVE FORM

A) School Distrcit of Manatee County
District/Agency Name

B) 410-1221B-CCR01 / 22A176
Project Number/TAPS Number

C) 1
Amendment Number

D) Total Project Amount Currently Approved

$664,858.00

E) Total Project Amount resulting from this Budget Amendment

$664,858.00

F) Line Item Description

Function	Object	Account Title and Narrative	FTE	Amount Increase	Amount Decrease
5100	319	**Basic (FEFP K-12)-Professional and Technical Services** (Activity Number A1,A3) Contract for virtual tutoring to provide supplemental instruction and enriched educational services to homeless students who have received district provided technology			**10,000.00**
5100	379	**Basic (FEFP K-12)-Telephone and Other Data Communication Services** (Activity Number A1,A3) - Mobile cellphone program for students to get a smart phone loaded with apps with resources for school.		**10,746.66**	
5100	510	**Basic (FEFP K-12)-Supplies** (Activity Number A1,A3) - The purchase of consumable school supplies including those to be distributed at shelters or temporary housing locations. (Estimated at $66 per student for 300 students to include backbacks, notebooks, writing utensis, paper, folders, and post-its)		**36,873.13**	
5100	510	**Basic (FEFP K-12)-Supplies** (Activity Number A1,A3) - The purchase of consumable school supplies including those to be distributed at shelters or temporary housing locations. ($600 for phones, cases, and required adapters)			**12,000.00**
5100	519	**Basic (FEFP K-12)-Tech-Related Supplies** (Activity Number A1,A3) - The purchase of consumable school supplies including those to be distributed at shelters or temporary housing locations. ($600 for phones, cases, and required adapters) **This corrects the object code we put the correct account title but used 510 instead of 519**		**12,000.00**	
6100	160	**Student Support Services-Other Support Personnel** (Activity Number A1) Registrar to serve as the district-wide point person for homeless students/families. (Salary is based on the district's board-approved job description and pay scale. This is a 12-month position and with 40-hour week.)	**-0.7776**		**51,065.66**
6100	210	**Student Support Services-Retirement** (Activity Number A1) Registrar			**5,366.05**
6100	220	**Student Support Services-FICA** (Activity Number A1) Registrar			**3,956.23**
6100	231	**Student Support Services-Group Insurance-Health & Hospitalization** (Activity Number A1) Registrar			**6,635.79**
6100	232	**Student Support Services-Group Insurance-Life Insurance** (Activity Number A1) Registrar			**123.13**
6100	240	**Student Support Services-Workers' Compensation** (Activity Number A1) Registrar			**510.64**
6100	160	**Student Support Services-Other Support Personnel** Home School Liason	**1**	**40,000.00**	

6100	210	**Student Support Services-Retirement** Home School Liason		**6,000.00**	
6100	220	**Student Support Services-FICA** Home School Liason		**3,060.00**	
6100	231	**Student Support Services-Group Insurance-Health & Hospitalization** Home School Liason		**6,264.00**	
6100	232	**Student Support Services-Group Insurance-Life Insurance** Home School Liason		**92.00**	
6100	240	**Student Support Services-Workers' Compensation** Home School Liason		**500.00**	
6100	330	**Student Support Services-Travel** Home School Liason		**2,000.00**	
6300	330	**Instruction and Curriculumn Development Services-Travel** College Career Advisor		**2,000.00**	
7800	360	**Student Transportation Services-Rentals** (Activity Number A2) To increase school attendance for homeless students, contract with private transport services for the district's rural areas			**32,497.17**
6100	160	**Student Support Services-Other Support Personnel** NCH for Parent and Student involvement with homeless population		**2,716.34**	
6100	210	**Student Support Services-Retirement** NCH for Parent and Student involvement with homeless population		**407.45**	
6100	220	**Student Support Services-FICA** NCH for Parent and Student involvement with homeless population		**207.80**	
6100	240	**Student Support Services-Workers' Compensation** NCH for Parent and Student involvement with homeless population		**33.95**	
7200	790	**General Administration (Superintendent's Office)-Miscellaneous** (AOF 4 Activity 1) Indirect Costs			**746.66**
			Total	**122,901.33**	**122,901.33**

0.00

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

Instructions

Budget Amendment Narrative Form
DOE 151

A) Enter District/Agency Name

B) Enter Project Number of original project and corresponding TAPS number

C) Enter chronological number of this Amendment Request

D) Enter the Total Project Amount Currently Approved

E) Enter the Total Project Amount resulting from this Amendment

F) Provide a narrative description for each budget item by category to justify the requested Budget Amendment. List

ONLY the budget lines that are being amended and/or new ones being created. For each budget line to be amended, indicate whether the amount will be increased or decreased in the appropriate column and record the adjusted amount being submitted for approval.

THIS FORM MUST BE ACCOMPANIED BY AN APPROPRIATELY COMPLETED PROJECT AMENDMENT REQUEST FORM, DOE 150

Fund	Function	Oper Unit Description	Object	Account Description	Cost Ctr	Program	PC Bus Unit	Project	Activity	Activity Description	Budget	Expense	Encumbrance	Pre-Encumbrance	Available Budget*	Budget Transfer
44501	51010	Instructional - Basic K-12	431901	Tech-Related Prof & Tech Serv	9305	15001	SDMC4	4930504572	5100000000	Instructional Basic K-12	0.00	0.00	0.00	0.00	0.00	0.00
44501	51010	Instructional - Basic K-12	437902	Cell Phone	9305	15001	SDMC4	4930504572	5100000000	Instructional Basic K-12	18,746.66	9,418.00	2,582.00	0.00	6,746.66	0.00
44501	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	SDMC4	4930504572	5100000000	Instructional Basic K-12	56,682.26	23,811.11	10,420.00	0.00	22,451.15	0.00
44501	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9305	15001	SDMC4	4930504572	5100000000	Instructional Basic K-12	8,501.82	520.55	0.00	0.00	7,981.27	0.00
44501	51010	Instructional - Basic K-12	464901	Tech FF&E Non Capitalized	9305	15001	SDMC4	4930504572	5100000000	Instructional Basic K-12	9,748.18	557.18	9,191.00	0.00	0.00	0.00
44501	51010	Instructional - Basic K-12	473001	Dues and Fees	9305	15001	SDMC4	4930504572	5100000000	Instructional Basic K-12	2,015.00	1,415.00	125.00	0.00	475.00	0.00
44501	61010	Student Support Services	416101	NB Support Regular Pay	9305	15001	SDMC4	4930504572	6100000000	Student Support Services	65,673.13	14,607.47	0.00	0.00	51,065.66	0.00
44501	61010	Student Support Services	421103	Retirement System	9305	15001	SDMC4	4930504572	6100000000	Student Support Services	7,105.83	1,739.78	0.00	0.00	5,366.05	0.00
44501	61010	Student Support Services	422001	FICA	9305	15001	SDMC4	4930504572	6100000000	Student Support Services	5,023.99	1,067.76	0.00	0.00	3,956.23	0.00
44501	61010	Student Support Services	423101	Health & Hospitalizations	9305	15001	SDMC4	4930504572	6100000000	Student Support Services	8,701.69	2,065.90	0.00	0.00	6,635.79	0.00
44501	61010	Student Support Services	423201	Life Insurance	9305	15001	SDMC4	4930504572	6100000000	Student Support Services	144.48	21.35	0.00	0.00	123.13	0.00
44501	61010	Student Support Services	424001	Worker's Compensation	9305	15001	SDMC4	4930504572	6100000000	Student Support Services	656.73	146.09	0.00	0.00	510.64	0.00
44501	61310	Health Services	433001	Local Travel	9305	15001	SDMC4	4930504572	6130000000	Health Services	9,000.00	413.77	0.00	0.00	8,586.23	0.00
44501	61310	Health Services	451001	Supplies	9305	15001	SDMC4	4930504572	6130000000	Health Services	8,079.81	4,479.81	3,600.00	0.00	0.00	0.00
44501	61410	Psychological Services	431001	Prof & Technical Services	9305	15001	SDMC4	4930504572	6140000000	Psychological Services	5,003.82	0.00	0.00	0.00	5,003.82	0.00
44501	63010	Instruction and Curriculum Dev	413401	Other Cert Regular Pay	9305	15001	SDMC4	4930504572	6300000000	Instr & Curriculum Dev Svc	104,647.32	35,629.42	0.00	0.00	69,017.90	0.00
44501	63010	Instruction and Curriculum Dev	421103	Retirement System	9305	15001	SDMC4	4930504572	6300000000	Instr & Curriculum Dev Svc	11,322.84	4,243.42	0.00	0.00	7,079.42	0.00
44501	63010	Instruction and Curriculum Dev	422001	FICA	9305	15001	SDMC4	4930504572	6300000000	Instr & Curriculum Dev Svc	8,005.52	2,206.89	0.00	0.00	5,798.63	0.00
44501	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9305	15001	SDMC4	4930504572	6300000000	Instr & Curriculum Dev Svc	13,865.77	3,277.90	0.00	0.00	10,587.87	0.00
44501	63010	Instruction and Curriculum Dev	423201	Life Insurance	9305	15001	SDMC4	4930504572	6300000000	Instr & Curriculum Dev Svc	230.22	44.25	0.00	0.00	185.97	0.00
44501	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9305	15001	SDMC4	4930504572	6300000000	Instr & Curriculum Dev Svc	1,046.47	295.16	0.00	0.00	751.31	0.00
44501	64010	Instructional Staff Training S	433005	Out of State Travel	9305	15001	SDMC4	4930504572	6400000000	Instr Staff Training Svcs	5,304.00	3,881.12	0.00	0.00	1,422.88	0.00
44501	64010	Instructional Staff Training S	436901	Technology-Related Rentals	9305	15001	SDMC4	4930504572	6400000000	Instr Staff Training Svcs	44,448.00	44,448.00	0.00	0.00	0.00	0.00
44501	64010	Instructional Staff Training S	473001	Dues and Fees	9305	15001	SDMC4	4930504572	6400000000	Instr Staff Training Svcs	2,696.00	1,198.00	0.00	0.00	1,498.00	0.00
44501	72010	General Administration (Super)	479005	Indirect Costs	9305	15001	SDMC4	4930504572	7200000000	General Adminstration	31,195.71	9,037.37	0.00	0.00	22,158.34	0.00
44501	78010	Student Transportation Service	411201	Other SAMP Regular Pay	9305	15001	SDMC4	4930504572	7800000000	Pupil Transportation Services	120,340.52	26,779.21	0.00	0.00	93,561.31	0.00
44501	78010	Student Transportation Service	421103	Retirement System	9305	15001	SDMC4	4930504572	7800000000	Pupil Transportation Services	13,020.84	3,189.42	0.00	0.00	9,831.42	0.00
44501	78010	Student Transportation Service	422001	FICA	9305	15001	SDMC4	4930504572	7800000000	Pupil Transportation Services	9,206.05	2,015.49	0.00	0.00	7,190.56	0.00
44501	78010	Student Transportation Service	423101	Health & Hospitalizations	9305	15001	SDMC4	4930504572	7800000000	Pupil Transportation Services	15,945.12	1,377.25	0.00	0.00	14,567.87	0.00
44501	78010	Student Transportation Service	423201	Life Insurance	9305	15001	SDMC4	4930504572	7800000000	Pupil Transportation Services	264.75	33.44	0.00	0.00	231.31	0.00
44501	78010	Student Transportation Service	424001	Worker's Compensation	9305	15001	SDMC4	4930504572	7800000000	Pupil Transportation Services	1,203.41	267.83	0.00	0.00	935.58	0.00
44501	78010	Student Transportation Service	436001	Rentals	9305	15001	SDMC4	4930504572	7800000000	Pupil Transportation Services	55,032.06	0.00	0.00	0.00	55,032.06	0.00
44501	91010	Community Services	439001	Other Purchased Services	9305	15001	SDMC4	4930504572	9100000000	Community Services	22,000.00	7,240.00	0.00	0.00	14,760.00	0.00
											664,858.00	**205,427.94**	**25,918.00**	**0.00**	**433,512.06**	**0.00**
										Awarded Amount	**664,858.00**				**30.90%**	
	Cell Phones-12 Months			19800						Difference Check	**0.00**				% Expensed	
	Transportation Person-Hourly-From 7800/360			190	8	1520	22800									
	Home School Liason-From Registrar			40000												

AGENDA ITEM NO. 11.33

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval to Extend the Operating Agreement Between School Board of Manatee County (SBMC) and Manatee Broadcasters (MB), Inc. for Digital Sign, Initiated by Manatee High Booster Club, No Financial Impact

Executive Summary
The School Board of Manatee County (SBMC) agreed on August 26, 2015, with the Manatee Broadcasters (MB) to fund, install and maintain a video board at Hawkins Stadium on the campus of Manatee High School with an initial expiration date of August 26, 2021. The agreement was extended from February 12, 2021, through August 26, 2025. The board has been completed and installed, becoming a source of pride and revenue for Manatee High School Athletics.

While the digital sign has become a revenue source for the high school boosters at the stadium located at Manatee High School, it enhances facilities. It provides a means to share district news, sporting events, and activities with the Manatee County Community. The digital LED sign was built to a size and configuration that is approximately forty-two feet and one inch wide ("42.1" feet) and thirty-one feet high ("31.0" feet) within the stadium at Manatee High School, more specifically, at an area that is adjacent to the current scoreboard, as well as advertising to surround the existing scoreboard.

Manatee Broadcasters (MD), Inc. has experience creating and managing fundraising and sponsorship programs for Manatee High School.

This action item extends, for the final time, the current board-approved agreement between the School Board of Manatee County (SBMC) and Manatee Broadcasters (MB) for not only the upkeep, maintenance, and procurement of sponsors for the video board at Hawkins Stadium, located at Manatee High School but it is being extended to August 26, 2031, to match the loan needed to refurbish and update the internal components completely.

A copy of the original and extended agreement is attached for review with all other terms and conditions outlined in the Operating Agreement dated August 26, 2015.

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 to extend the Operating Agreement between School Board of Manatee County (SBMC) and Manatee Broadcasters (MB), Inc. for digital sign, initiated by Manatee High Booster Club, no financial impact.

Financial Impact
There is no financial impact. All costs associated with the sign will be paid by Manatee Broadcasters, Inc.

Contact
Submitting Department: Operations

Initiated By: Doug Wagner

Attachments:
Manatee Broadcasters Renewal Operating Agreement 20230613
Manatee Broadcasters, Inc. Operating Agreement 20150826

SCHOOL BOARD OF MANATEE COUNTY EXTENDED OPERATING AGREEMENT WITH MANATEE BROADCASTERS, INC.

This Agreement is entered into and effective as of this 13th day of June 2023, (the "Effective Date") by and between, The School Board of Manatee County ("Board" or "SBMC"), with a mailing address of 215 Manatee Ave West, Bradenton, FL 34205, and Manatee Broadcasters, Inc. ("MB"), with a mailing address of 604 43rd Street West, Bradenton, FL 34209, a Florida corporation.

WHEREAS, MB has an existing Operating Agreement with the SBMC that was entered into on August 26, 2015, in relation to the acquisition, installation, and operation the digital scoreboard (the "Scoreboard") at Hawkins Stadium, located at Manatee High School. (*See attached Operating Agreement in its entirety)*

WHEREAS, the MB's acquisition, installation and operation of the Scoreboard in accordance to the original Operating Agreement with the SBMC, has been very successful and a great addition to Manatee High School and our community.

WHEREAS, the Operating Agreement entered into on August 26, 2015, had been previously extended from August 26, 2021 to its current expiration of August 26, 2025.

WHEREAS, the MB is working to secure an additional loan for needed repairs and upgrades to the Scoreboard with terms that will extend beyond the existing Operating Agreement set to expire on August 26, 2025, and therefore, needs to extend the expiration date of the Operating Agreement.

Now, therefore, the parties hereby agree as follows:

This Agreement will extend the original Operating Agreement in its entirety between the MB and the SBMC. The current Operating Agreement is currently set to expire on August 26, 2025. This Agreement will add an additional (6) years to the Operating Agreement, and therefore, create a new expiration date of August 26, 2031. All other terms and conditions as set forth in the Operating Agreement dated August 26, 2015, will remain in full force and effect.

WHEREFORE, intending to be legally bound hereby, the parties hereto have set their hand and seal on the day and date first set forth above.

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By:_____

_____ Chairman

ATTEST:

By: _____
Superintendent

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

_____

Manatee Broadcasters, Inc.

Signature:_____

Name:_____

Title:_____

Date:_____

Address for Notice:

_____

_____

Operations Agreement

Manatee County School Board

& Manatee Broadcasters

SCHOOL BOARD OF MANATEE COUNTY OPERATING AGREEMENT WITH MANATEE BROADCASTERS, INC.

This Agreement (Agreement) is entered into and effective as of this 26 day of August, 2015, (the "Effective Date") by and between, The School Board of Manatee County ("Board" or "SBMC"), with a mailing address of 215 Manatee Avenue West, Bradenton, FL 34205, and Manatee Broadcasters, Inc. ("MB"), with a mailing address of 604 43rd Street West, Bradenton, FL 34209, a Florida not for profit corporation.

WHEREAS, MB has a history of providing support to the Manatee High School's athletic programs; and

WHEREAS, MB has approached Board and offered to support the acquisition and installation of a state-of-the art digital scoreboard at Hawkins Stadium, located at Manatee High School's campus (the "Scoreboard"); and

Whereas, SBMC recognizes that installation of the Scoreboard will benefit Manatee High School by creating revenue sources, enhance facilities, and provide a means to share district news, sporting events and activities with the Manatee County Community; and

Whereas MB has experience creating and managing fundraising and sponsorship programs for Manatee High School athletic programs; and

Whereas, MB is willing to support Board, financially and otherwise upon the terms and conditions hereinafter set forth.

Now, therefore, the parties hereby agree as follows:

Article 1 – CREATION OF A DIGITAL SCOREBOARD AND ADVERTISING AROUND SCOREBOARD

This Agreement controls the MB's reimbursement to SBMC of the installation of the

Digital Scoreboard and advertising on the Digital Scoreboard (the "Scoreboard" or the "Digital Scoreboard") and on the area surrounding the existing scoreboard (the "surround" or the "advertising surround").

Article 2 – ACTIONS AND APPROVALS

Where identified in this Agreement, the Superintendent or the Superintendent's designees is authorized to perform the actions required under this Agreement. All other actions shall be approved by the BOARD.

Article 3 – DESCRIPTION OF RESPONSIBILITIES

Board shall be responsible for the following:

Design, approval, and construction of the Scoreboard and a new advertising frame to be installed on the existing scoreboard. Board shall contract with an appropriate Construction Manager who shall be responsible for the appropriate design, construction, and approvals of the Scoreboard and advertising areas. MB shall consult with Board so as to provide Board with required design criteria.

Operation of the Scoreboard. Board shall install or cause to be installed all advertising and sponsor produced material on the Scoreboard and the surround. The parties agree to negotiate and prepare an operating agreement controlling matters such as size, access, exposure, and other matters related to the installation of the advertising to the extent such matters are not covered in this Agreement.

Provide support and assistance to MB while MB markets advertising and sponsorships on the Scoreboard. Support and assistance includes, but is not limited to, meetings with potential sponsors, access to and demonstrations of the Scoreboard's capabilities.

Review proposed sponsorship content and copy on a timely basis.

MB shall be responsible for the following:

Provide the funds to the Board for the construction and related fees for both the Scoreboard and the advertising surround on the existing scoreboard. MB shall procure funds in the amount equal to the amount authorized under the construction contract between SBMC and its construction manager. Prior to SBMC authorizing work to begin under the construction

contract, MB shall deposit with SBMC sufficient funds for SBMC to complete the work specified in the construction contract. The funds shall be deposited with SBMC in a restricted account and the use of the funds shall be restricted to the construction of the digital sign and the advertising surround on the existing scoreboard. SBMC agrees that it shall release the funds to its construction manager only after satisfying itself that the work meets the contract between SBMC and the construction manager. If, following the start of work, an expansion of the scope of work requires additional funds beyond that specified in the contract between SBMC and its construction manager, MB agrees to make those funds available to SBMC in the same manner and under the same terms as the initial funding as set forth herein.

Reimburse the Board its fees for insurance.

Develop marketing materials to secure sponsors for the Scoreboard and the existing scoreboard.

Secure sponsors subject to Superintendent, or the Superintendent's designee, approval as more fully set forth in the terms of this agreement. All sponsorship or advertising agreements entered into by MB shall be in writing and copies of such shall be provided to the Superintendent prior to their execution.

Collect payments from sponsors (sponsor contracts will be between MB and sponsors) in a dedicated account during the time period of repayment.

Arrange to have sponsor content for the Digital Scoreboard and the new advertising surrounds on the existing scoreboard.

Arrange through sponsors sufficient funds to cover the additional expenses associated with the repair and maintenance of the Scoreboard, including, liability insurance, cost of utilities, and the purchase of a warranty.

Article 4 – Terms of Agreement & Exclusivity

This agreement shall commence upon the execution by the parties. During the term of this Agreement, MB shall have exclusive rights to sell advertising and sponsorships on the Scoreboard and the advertising frame surrounding the existing scoreboard. The Board shall not interfere or replace any advertising mounted on the Digital Scoreboard or the existing scoreboard but shall only have the rights to sell electronic advertising which does not interfere with advertising sold by MB.

MB's exclusive rights to sell advertising and sponsorships shall be effective until MB has recovered the funds it paid the Board for the Board's construction and related costs of the Scoreboard as set forth in Article 3, above, or until the sixth anniversary of the effective date of this Agreement, whichever comes first.

The exclusive use of the Digital Scoreboard and all advertising and copy installed on the Scoreboard will be governed by the rules set forth in the School Board of Manatee County Policy & Procedural Manual.

Article 5 – Digital Scoreboard and Advertising Around The Scoreboard

The Digital Scoreboard and advertising to surround the Digital Scoreboard and the existing scoreboard shall offer no less than 15 sponsor spots.

Article 6 - Compensation.

Revenue from the advertising placed around the outer perimeter of the Digital Scoreboard and the existing scoreboard will be the property of MB until this Agreement terminates, at which time the revenue from the sale of advertising becomes the property of SBMC. MB shall include in its advertising agreements with sponsors language putting its sponsors on notice of this provision. Revenue from the sales of any other advertising such as video ads displayed on the Digital Scoreboard's screen during events is the property of the Board.

Funds generated through the SBMC's sale of advertising will be used in Manatee High School's internal accounts. This provision shall survive termination of this Agreement.

Article 7 – Approval of Sponsors.

SBMC, through the Superintendent or the Superintendent's designee ("Superintendent") shall be entitled to approve all sponsors and their advertising copy prior to MB accepting their Agreement in accordance with this Article 7. In addition, Superintendent reserves the right to reject any specific sponsors it deems inappropriate to its Students, Faculty, Administration or Guests. A list of inappropriate sponsor categories is included in Exhibit "A" and can be amended from time to time as needed.

All sponsor content and materials will conform to the requirements and policies of SBMC. MB, on behalf of itself and all sponsors to whom it makes its spots available, waives any objections it has or may have to SBMC reviewing and approving the messages intended to be placed on the digital sign, that arise or may arise out of the first amendment to the United States Constitution, and Article 1, Section 4 of the Florida Constitution.

A proposed sponsor agreement shall be delivered to the Superintendent or the Superintendent's designee by either certified mail, return receipt requested or hand delivered to the School Support Center during the hours of operation of the School Support Center. The Superintendent or the Superintendent's designee shall strive for approval of the proposed agreement within seven (7) business days after its receipt. The time may be extended by agreement of the representatives of the parties on a case by case basis.

If there is an objection by the Superintendent or the Superintendent's designee, MB will remove the sponsor content no more than 24 hours after notification of an objection by the SBMC. The parties shall thereafter work together diligently and in good faith to resolve the objection.

Article 8 – Termination.

A. By SBMC for Cause. If MB fails to provide sufficient funds to reimburse SBMC for the construction costs of the Board or for the Board's costs of insurance, or for other material breach of the Agreement, the Board may declare this agreement in default. Board shall provide MB a written notice of default and MB shall thereafter have thirty (30) days to cure the default. If the default is not cured within this timeframe, the Agreement shall be deemed terminated and the Board shall thereafter have the right to take full possession of the operation of the Scoreboard and all revenues derived from sales of advertising and sponsorships, along with any other remedy allowed by law..

B. By SBMC for Cause: If Board materially breaches any condition of the agreement, MB shall provide a thirty (30) day written notice to cure the breach. If the breach is not cured

within the cure period, MB may terminate this Agreement and SBMC will reimburse MB for any monies it has spent on behalf of Board.

Article 9 – Indemnification and Insurance.

MB during the time period in which it receives or has the right to receive advertising revenue, agrees to the extent permitted by law, to defend, indemnify and hold harmless Board, its agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities, provided that such claim is limited to bodily injury, sickness, disease or death or injury or destruction of tangible personal property (other than the Digital Scoreboard itself), arising from any negligent or intentional action or failure to act with respect to construction, installation, or maintenance of the Digital Scoreboard by MB, it agents, or subcontractors.

MB shall obtain, and keep in full force and effect at all times during the term of this agreement, a policy of general liability insurance, with an insurer satisfactory to SBMC. The liability limits of the policy shall be a general liability insurance policy in the amount of at least $1,000,000.00, protecting Board and MB against damage to any person or property occurring in, on or about the Digital Scoreboard, due to the Digital Scoreboard or its operations. This policy shall name SBMC as an additional insured.

MB agrees to notify Board no less than thirty (30) days prior to MB changing insurer required by this Article.

Article 10 – Visibility; Access.

SBMC shall not to erect or construct any buildings, structures, or blockages of any kind or plant vegetation which shall obstruct the Digital Scoreboard, the existing scoreboard and ingress or egress to either.

In the event that trees or vegetation grow to visually obscure or obstruct access to the Digital Scoreboard, MB is authorized to trim or remove such new growth as a maintenance

expense. MB shall first notify SBMC at least fifteen (15) days prior to trimming or removal of new growth. During this period, SBMC shall have the right to perform its own trimming, if deemed necessary. MB shall not enter a school campus during regular hours nor interfere with classes or other educational activities (such as extra-curricular activities) without prior permission.

SBMC agrees that it shall not install, nor allow any third party to install, place, or locate any digital outdoor advertising or sponsorship sign on SBMC property within 500 feet of the Digital Scoreboard without the written consent of MB. Non-revenue producing school information signs, digital or otherwise, are permitted to the extent they do not obstruct the view of the Digital Scoreboard. Revenue producing signs, digital or otherwise, such as scoreboards or athletic field banners are permitted provided that they do not obstruct the view of the Digital Scoreboard.

Article 11 – Ownership of Improvements.

All improvements erected or installed by MB or SBMC shall be the property of SBMC.

Article 12 – Effect of Condemnation.

If the Scoreboard is taken by eminent domain, the Digital Scoreboard shall be relocated if feasible. Each party shall be entitled to pursue a condemnation award commensurate to its losses.

Article 13 - Assignment

MB shall make no assignment of MB's rights or obligations under this Agreement without consent in writing obtained from SBMC. This consent shall not be unreasonably withheld. If SBMC gives its consent to an assignment and the assignee accepts in writing all of the obligations and responsibilities set forth herein MB's liability hereunder shall terminate.

Article 14 - Independent Contractor.

The parties are and shall be independent contractors to one another. No provision set forth in this agreement shall create an agency, partnership or joint venture between the parties. No provision of this agreement will be construed as creating or establishing the relationship of employer and employee between either party, and it is expressly acknowledged that neither party directs or controls the work or services to be performed, or how to perform such work or services under this agreement.

ARTICLE 15- ENTIRE AGREEMENT.

This agreement, including any written attachments that may be added by consent of both parties, including SBMC approval, constitutes the entire agreement between the parties and supersedes any and all prior representations, understandings, discussions or agreements between SBMC and MB. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.

Article 16 - Governing Law

This Agreement will be governed by the laws of the State of Florida, without regard to its conflicts or 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, with venue for judicial proceedings in the Twelfth Judicial Circuit Court. The parties agree to participate in alternative dispute resolution prior to instigating judicial proceedings unless initiation of a judicial proceeding is necessary to preserve rights of the party filing. Should a dispute be resolved by judicial proceedings, the prevailing party in such proceeding shall be entitled to be reimbursed its fees and costs, including its reasonable attorney's fees by the non-prevailing party.

Article 17 – Headings

The headings contained herein are for convenience of reference only and are not intended

to define, limit or describe the scope or intent of any provision of this Agreement.

Article 18 - Further Assurances

Both parties shall promptly and duly execute and deliver to the other such further documents and assurances and take such actions as such party may reasonably request in order to more fully carry out the intent and purpose of this Agreement.

Article 19 - Confidentiality

SBMC and MB acknowledge and agree that each party will retain ownership of all information, materials and intellectual property that it brings to the relationship at the beginning of the agreement. If either party exclusively develops any materials or intellectual property for this project, then that party will own that material or intellectual property. If both parties co-develop materials or intellectual property for the project, then both parties will have the right to utilize them going forward. Subject to the provisions of Florida's Public Records Law, the parties hereby acknowledge and agree to comply with the Florida "Sunshine" Laws, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records request, internal audits, and for any other informational purposes. Provided, however, MB does neither, waive or consent, to disclosure of any matters which are exempt or confidential under Florida Law without its written consent, except as required by Florida Law.

Notwithstanding the foregoing, MB agrees to, in conformance with Section 119.0701, Florida Statutes to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by SBMC in order to perform the services described herein.

(b) Provide the public with access to public records on the same terms and conditions that the SBMC would provide the records and 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.

(d) Meet all requirements for retaining public records and transfer, at no cost, to SBMC all public records in possession of MB upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SBMC in a format that is compatible with the information technology systems of SBMC.

Article 20 – Severability and waiver.

If any provision of this agreement is held to be contrary to law, the provisions will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision of the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Article 21 – Force Majeure.

The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Article 22 – Equal Opportunity.

MB agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statues, and the Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status.

Article 24 – Audit.

MB shall provide SBMC an annual audit, no later than June 30th, of each calendar year, for the proceeds and expenses related to the erection and advertising for the Digital Scoreboard and adjacent scoreboard advertising, Said audit shall be performed by a Florida certified public accountant and certified to both the Board and MB. The first such audit shall be done no later than June 30, 2016. In addition, MB agrees to inform SBMC, at the time of the annual audit, to inform SBMC of its progress repaying its lender. MB also agrees to inform SBMC when it has 180 days remaining prior to satisfaction of its loan.

ARTICLE 25 – SOVEREIGN IMMUNITY.

The parties acknowledge and agree that the SBMC, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in Section 768.28 of Florida Statutes and except for as provided in this Agreement (e.g., relocation and premature termination costs as set forth in Article 9.) In no event will SBMC's liability through any cause of action or claim exceed the total sum of $200,000 per person or $300,000 per occurrence.

ARTICLE 26 – COMPLIANCE WITH JESSICA LUNSFORD ACT.

The School District of Manatee County and State of Florida, requires all contractors/subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32, Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manatee.k12.fl.us/purchase/jessica lunsford act.htm.

WHEREFORE, intending to be legally bound hereby, the parties hereto have set their

hand and seal on the day and date first set forth above.

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____
ROBERT C. GAUL, Chairman

ATTEST:

By: _____
Superintendent

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

_____
James D. Dye, Esq.
Attorney for the School Board

Manatee Broadcasters, Inc.

Signature: _____

Name: GENE BROWN

Title: VICE PRESIDENT

Date: 8/26/15

Address for Notice:

604 43RD ST. W.

BRADENTON, FL 34209

Exhibit A

The Superintendent or Superintendent's designee, reserves the right to accept or reject any advertisement copy. Proposed advertisement copy, layout and design must be submitted to the Superintendent BEFORE construction or display. FAILURE TO FOLLOW THIS PROVISION SHALL NOT BE DEEMED TO WAIVE THE RIGHTS OF SBMC TO LATER ENFORCE THIS POLICY.

Advertising Restrictions / Prohibitions:

(a) The School Board of Manatee County (SBMC) does not permit advertisements to be constructed or displayed if the contributor's name or other information as used in the advertisement is:

1) Libelous;

2) Vulgar;

3) Obscene;

4) Racially offensive;

5) Factually inaccurate;

6) Inappropriate for minors;

7) Inappropriate for the age of the students served by SBMC; or

8) Incompatible with the community at large.

(b) SBMC does not permit advertisements to be constructed or displayed if the contributor's name as used in the advertisement describes, suggests, promotes or is commonly identified with any product, service, activity or advocacy of a political or partisan issue or statement, which is incompatible with the SBMC's educational philosophy or the community at large, including but not limited to the following products:

1) Gambling or gambling aids;

2) Tobacco products;

3) Alcohol, beer, wine or liquor products;

4) Birth control products

5) Drug paraphernalia

6) Pornography;

7) Illegal acts or acts illegal for minors;

8) Explicit sexual content or sexual overtones; or

9) Any product illegal for minors or the age of the student served by SBMC;

10) Political Advertisement;

11) Religion or of a religious nature.

(c) The Florida Lottery is an accepted advertising partner because the proceeds from the Florida Lottery system are specifically designed to benefit education.

AGENDA ITEM NO. 14.1

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Consideration of Entering Engagement Agreement of Outside Attorneys in Connection with Claims for Damages Associated with Social Media Litigation, Including Against Facebook, Meta, Instagram, Snapchat, TikTok, YouTube, and Google, as Well as Other Defendants the Attorneys Determine Appropriate

Executive Summary
There is ongoing litigation, consolidated in the Northern District of California, against various social media companies, including Meta (Facebook/Instagram), Google (YouTube), TikTok, and Snapchat. Generally, the plaintiff school districts' claims are premised on the significant impact students' use of social media has had on a school district's operations. Last month, the United States Surgeon General issued a health advisory concerning "the mounting evidence for the risk of harm to some children and adolescents from social media use." The Surgeon General noted that more than a third of youth aged 13-17 say they use social media "almost constantly." Among other factors, the Advisory identified social media companies' use of algorithms, which are designed to maximize user engagement, as contributing to social media use by youth.

The law firms of Wagstaff & Cartmell and Kirton McConkie recently represented the Board in litigation concerning the youth vaping epidemic. These firms are representing school districts in the social media litigation. A retention agreement to join in the litigation based on a contingency fee has been provided for the Board's consideration. Stephen Dye, School Board attorney, will present on the matter

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Recommendation
Superintendent recommends consideration of entering engagement agreement of outside Attorneys in connection with claims for damages associated with social media litigation, including against Facebook, Meta, Instagram, Snapchat, TikTok, YouTube, and Google, as well as other defendants the Attorneys determine appropriate.

Financial Impact
No Financial Impact

Contact
Contact: School Board Attorney, Stephen Dye Esq.

Attachments:
2023-04-20 Meta (WC) - Manatee Engagement Letter 4862-9179-2991

ATTORNEY-CLIENT ENGAGEMENT AGREEMENT

The Attorney-Client Engagement Agreement ("Agreement") is entered into by and between the School District of Manatee County ("Client" or "District") and Wagstaff & Cartmell, LLP and its co-counsel Beasley Allen Crow Methvin Portis & Miles, P.C., Goza & Honnold, LLC, Kirton McConkie PC, and Dye, Harrison, Kirkland, Petruff & Pratt, PLLC ("Attorneys" or "We"), and encompasses the following provisions:

1. CONDITIONS

This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE

Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with social media litigation, including against Facebook, Meta, Instagram, Snapchat, TikTok, YouTube, and Google, as well as other defendants Attorneys determine appropriate and in the best interests of Client ("Action").

3. DUTIES AND RESPONSIBILITIES OF PARTIES

All professional work performed under this Agreement shall be performed by Attorneys in accordance with existing professional standards. Attorneys shall exert their best efforts and use their best judgment in review and analysis and preparation of opinions and memoranda and representation in such proceedings. Client will cooperate with Attorneys and their representatives at all times and comply with all reasonable requests of Attorneys in the prosecution of this matter on a timely basis. Client agrees to be truthful at all times with Attorneys, to provide whatever information is necessary (in the Attorneys' estimation) in a timely and competent manner, and to provide immediate information as to any change in Client's status which may have any impact on the prosecution of the Action. At the end of this Agreement Client shall designate a "District Representative" as the authorized representative to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement.

4. LEGAL SERVICES SPECIFICALLY EXCLUDED

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will *not* provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES

a. Client will pay Attorneys' fees ("Attorneys' Fees") of:

   i. For any monetary settlement or recovery, or any non-monetary recovery, that Attorneys obtain for Client, Attorneys shall be entitled to thirty-three percent (33%), including thirty-three percent (33%) of the value of any non-monetary settlement or recovery, provided that such fee will be paid only by money recovered from defendants. However, if money recovered from defendants is less than thirty-three percent (33%) of the value of any non-monetary settlement or recovery, Client is not responsible for paying Attorneys any money other than what has been recovered from

defendants.

ii. Client understands and acknowledges that Attorneys are co-counsel in this Action and are entitled to share in the Attorneys' Fees. Client understands that this Agreement will not increase the total amount of attorneys' fees owed to Attorneys by Client. Client understands and acknowledges that the Attorneys' Fees will be shared as follows:

1. Wagstaff & Cartmell, LLP	23.33%
2. Beasley Allen Crow Methvin Portis & Miles, P.C.	23.33%
3. Goza & Honnold, LLC	23.33%
4. Kirton McConkie PC	20.00%
5. Dye Harrison Kirkland Petruff & Pratt, PLLC	10.00%

b. For determining the Attorneys' Fees as outlined in paragraph 5(a), the date of recovery shall be the date that monies are paid or non-monetary value conveyed by defendants as a result of the Action, whether through settlement, judgment, or other means, rather than the date such monies are promised, agreed, or ordered to be paid.

c. Contingency fee rates are not set by law but have been negotiated. If no recovery is made, no fees will be charged.

d. The contingent fee is calculated as a percent of any settlement or recovery prior to the deduction of any expense or cost, i.e., the "Gross Recovery," unless prohibited by law or Court rule. If Client and Attorneys disagree as to the fair market value of any non-monetary property or services included in the Gross Recovery, Attorneys and Client agree that a binding appraisal will be conducted to determine this value.

e. The Gross Recovery shall include, without limitation, any monetary payments, or the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the District, agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Action, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory attorneys' fee paid by defendants shall be included in calculating the Gross Recovery.

f. If, by judgment, there is *no* monetary recovery and District receives nonmonetary or "in kind" relief, Attorneys acknowledge that District is not obligated to pay Attorneys' Fees from public funds for the value of the in kind relief. In the event of in kind relief by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered attorneys' fees.

g. District agrees the defendants shall pay all attorneys' fees in a settlement that includes only nonmonetary relief. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and Client agrees to make a good faith effort to include attorneys' fees for Attorneys as part of the terms of any settlement or resolution of the Action.

6. FEDERAL MDL AND STATE COORDINATION FEE ASSESSMENTS

a. In the event there is a Court ordered assessment or agreement for fees and costs required to be paid to any current or future Federal Multidistrict Litigation (MDL) or any State Court coordinated proceedings, which typically ranges from 6% to 9% of the gross proceeds, any such assessment will be paid from Client's share of any recovery proceeds as part of the costs and expenses advanced, unless otherwise ordered by the Court or prohibited by law or Court rules. At this time, Attorneys

cannot determine what Court ordered assessment, if any, will be paid to an MDL or to a State Court coordinated proceeding.

b. District understands that additional Attorneys' Fees and/or litigation expense reimbursement(s) may be received by Attorneys from common benefit fund(s) or plaintiff's steering committee discretionary funds from an MDL or State Court coordinated proceeding, Attorneys' representation of other claimants in this litigation, or from other sources. District agrees and understands that the Attorneys' Fees set forth above in Section 5 shall be recoverable to Attorneys in addition to and not withstanding such other fees, and that Attorneys' Fees are calculated prior to the assessment of any Court ordered assessment, i.e., from the Gross Recovery.

7. SETTLEMENT

Client has the authority to accept or reject any final settlement amount after receiving the advice of Attorneys. District understands settlements are a "compromise" of its claim, and that Attorneys' Fees, as outlined in Section 5 above, apply to settlements. For example, if a settlement is reached, and includes future or structured payments, Attorneys' Fees shall include its contingent portion of those future or structured payments.

8. ASSOCIATE COUNSEL

a. District agrees that Attorneys may, in their discretion, employ associate counsel to assist in prosecuting District's claim, and District agrees to the participation of any lawyers that Attorneys may choose to involve in District's case. With the exceptions set forth below, payment of Attorneys' Fees to any such additional counsel will be the responsibility of Attorneys and will not increase the total Attorneys' Fees to be paid by District. Appropriate costs and expenses incurred by any such additional counsel on District's behalf, however, will be chargeable to District on the same terms (set out in this Agreement) as costs and expenses incurred on District's behalf by Attorneys.

b. In some instances, it may be necessary for Attorneys to retain special outside counsel to assist on matters other than prosecuting District's claim for damages. Examples of such instances include the following: a defendant may seek bankruptcy protection and District seeks bankruptcy counsel that affects District's claim; or a complex, group settlement may require an ethics opinion from outside counsel; or special action in probate court may be necessary. District understands that Attorneys do not specialize in these areas of the law and agrees that Attorneys may retain such special outside counsel to represent District when Attorneys deem such assistance to be reasonably necessary. District understands that the fees for such counsel will be deducted from District's share of the recovery.

9. REASONABLE FEE IF CONTINGENT FEE IS UNENFORCEABLE OR IF ATTORNEY IS DISCHARGED BEFORE ANY RECOVERY

In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed upon neutral affiliate with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration shall not exceed thirty percent (33%) of the Gross Recovery as defined herein.

10. NO GENERAL FUND PAYMENTS

Notwithstanding any other provision in this Agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from defendants in this litigation. Under no

circumstances shall Client's own funds be obligated to satisfy the Attorneys' Fees as a result of the Action or this Agreement.

11. COSTS AND EXPENSES

In addition to paying Attorneys' Fees, Client shall reimburse Attorneys for all "costs/expenses," which include but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, travel expenses, and other similar items incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to Attorneys' Fees and Client will reimburse those costs/expenses after Attorneys' Fees have been deducted, unless prohibited by law or Court rule. If there is no recovery, Client will not be required to reimburse Attorneys for costs/expenses. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for any costs/expenses above and beyond the recovery.

12. SHARED EXPENSES

Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

13. DISBURSEMENT OF PROCEEDS TO CLIENT

a. The proceeds of any settlement, judgment or recovery on District's behalf under the terms of this Agreement shall be disbursed to District as soon as reasonably practicable after receipt by Attorneys. At the time of disbursement of any proceeds recovered on District's behalf under the terms of this Agreement, District will be provided with a detailed disbursement sheet reflecting the method by which Attorneys' Fees have been calculated and the expenses of litigation which are due to Attorneys from such proceeds. Attorneys are authorized to retain out of any monies that may come into their hands by reason of its representation of District the fees, costs, expenses and disbursements to which they are entitled as determined in this Agreement.

b. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. The Attorneys' Fees will be paid out of the initial payment if there are sufficient funds to satisfy the Attorneys' Fees. If there are insufficient funds to pay the Attorneys' Fees in full from the initial payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

14. LIEN

In the event any third-party attempts to lien any proceeds recovered in this Action, Client hereby grants, and agrees, to the extent permitted by law or Court rule, that Attorneys hold a first priority and superior lien on any and all proceeds recovered from defendants in the Action in the amount of the Attorneys' Fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from defendants and in no way affects any other rights of Client in any way whatsoever.

15. DURATION

This Agreement shall cover the period from date of execution until the termination of the Action or termination of the legal services rendered hereunder, whichever is sooner. This Agreement may be terminated by District upon at least 10-days' notice, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a recovery by District against the

defendant(s) subsequent to termination, Attorneys shall have rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to its work prior to termination. In the event of termination of this Agreement for any reason, Attorneys shall immediately return to District all materials and documents of every kind and nature, including but not limited to District documents and computer disks, relating to this Agreement and the Action. Attorneys may withdraw as District's attorneys at any time if they determine, in their sole discretion, that District's claim lacks merit or that it is not worthwhile to pursue District's claim further.

16. DISCLAIMER OF GUARANTEE

Nothing in this Agreement and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.

17. MULTIPLE REPRESENTATIONS

District understands that Attorneys do or may represent many other individuals/entities with actual or potential claims in the Action. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. As attorneys, Attorneys are governed by specific rules and regulations relating to Attorneys' professional responsibility in Attorneys' representation of clients, and especially where conflicts of interest may arise from Attorneys' representation of multiple clients against the same or similar defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys' representation when actual, present, or potential conflicts of interest exist. By signing this Agreement, the District is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys' representation of District and other multiple claimants and that District nevertheless wants Attorneys to represent District, and that District consents to Attorneys' representation of others in connection with the Action. Attorneys strongly advise District, however, that District remains completely free to seek other legal advice at any time even after District signs this Agreement.

18. AGGREGATE SETTLEMENT

Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever attorneys represent multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. District authorizes Attorneys to enter into and engage in group settlement discussions and agreements which may include District's individual claims. Although District authorizes Attorneys to engage in such group settlement discussions and agreements, District will still retain the right to approve, and Attorneys are required to obtain District's approval of, any settlement of District's case.

19. ENTIRE AGREEMENT

It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement, and that no modification of this Agreement shall be valid unless written and executed by both parties.

20. SEVERANCE CLAUSE

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or PDF versions of this Agreement shall have the same force and effect as signature of the original.

22. STATEMENT OF CLIENT'S RIGHTS FOR CONTINGENCY FEES.

The Client has been provided in Exhibit A, and acknowledges receipt of same, The Florida Bar's Statement of Clients' Rights in Contingency Fee Cases in Florida.

The above is approved and agreed upon by all parties.

[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGMENT OF CLIENT

The undersigned agrees to the terms and provisions of this Attorney-Client Engagement Agreement.

Signature: _____

Print Name: _____

Print Title: _____

Print Date: _____

Print Name of School District: _____ (the "Client" or "District")

AUTHORIZED REPRESENTATIVE OF THE DISTRICT FOR THIS AGREEMENT
(the "District Representative")

Print Name: _____

Print Title: _____

Print Phone Number: _____

Print Email: _____

ACKNOWLEDGMENT OF ATTORNEYS

The undersigned agrees to the terms and provisions of this Attorney-Client Engagement Agreement.

Dated: _____ _____

Tom Cartmell, Esq.
Wagstaff & Cartmell, LLP

Dated: _____ _____

Joseph VanZandt, Esq.
Beasley Allen Crow Methvin Portis & Miles, P.C.

Dated: _____ _____

Kirk Goza, Esq.
Goza & Honnold, LLC

Dated: _____ _____

Joel Wright, Esq.
Kirton McConkie PC

Dated: _____ _____

Stephen Dye, Esq.
Dye, Harrison, Kirkland, Petruff & Pratt, PLLC

EXHIBIT A

STATEMENT OF CLIENT'S RIGHTS FOR CONTINGENCY FEES

Before you, the prospective client, arrange a contingent fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but, as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer you may talk with other lawyers.

2. Any contingent fee contract must be in writing and you have 3 business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within 3 business days of signing the contract. If you withdraw from the contract within the first 3 business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the 3-day period, you may have to pay a fee for work the lawyer has done.

3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about the lawyer's actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.

4. Before signing a contingent fee contract with you, a lawyer must advise you whether the lawyer intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, the lawyer should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingent fee contract.

5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract that includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money that you might have to pay to your lawyer for costs and liability you might have for attorney's fees, costs, and expenses to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement your lawyer cannot pay any money to anyone, including you, without an appropriate order of the court. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time you, the client, believe that your lawyer has charged an excessive or illegal fee, you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 850/561-5600, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.

AGENDA ITEM NO. 14.2

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Subscription and Services to Paper Educational Support System for Online Tutoring, SDMC No. 24-0057-RG, Estimated in the Amount of $514,300.00

Executive Summary
Paper Educational Support System provides a learning platform whenever students need practice, help and guidance. The platform provides resources that complement classroom instruction and also expands teachers' capacity to provide individualized learning opportunities in school and at home. Additionally, the dashboards and learning metrics provided by Paper Educational Support System help district leaders track and measure student progress.

Features of Paper's Educational Support System:

- **Academic Support 24/7**
  - Students receive on-demand, chat based, online help from expert tutors with deep content knowledge across grades, subjects and languages.
  - Students may receive constructive feedback on a variety of writing assignments including lab reports, short-answer questions, college application essays, resumes and more.
- **Interactive, independent practice**
  - Encourages students to practice their math skills, acquire new knowledge and build confidence at their own pace.
  - Ensures students are reading independently, accurately and voluminously, while teachers monitor reading fluency, vocabulary acquisition and practice time.
- **Exploration and guidance for college and career readiness**
  - Provides all students with access to academic planning, college and career readiness tools, work-based learning and micro-credentials.

Each online educator is a Paper Education Company, Inc. employee who is trained in the Socratic teaching method and undergoes a criminal background check prior to employment. All student activity on the platform is recorded, tracked, and made readily available to teachers and administrators. This equips teachers with transparent insights on how their students are learning outside the classroom and helps educators personalize their instruction.

A customer success manager (CSM) will be assigned to support the District. The SCM will review district's data on a monthly basis in addition to the on-demand data available through the platform. Paper will provide the district with on-going partner support, professional development, marketing materials and communication strategies to ensure student engagement continues to grow.

All 9-12 grade students will be rostered at a cost of $39.00 each for 13,700 students for a total cost of $514,300.00.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow. The requested contract is for the period of August 10, 2023 through August 9, 2024.

Subsection 6A-1.012(8) F.A.C. (14) states, “A district school board, when acquiring, whether by purchase,

lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.004(14), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board."

Florida Statutes Section 1010.04(4)(a) states, "Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

The supplier for this purchase is Paper Education America, Inc., Montreal, Quebec Canada, Document No. F22000001972.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 3
Provide unique and highly personalized support for English Language Learners

Ready For Life | Goal 4
Create an instructional model centered around real-world skills, civic involvement, financial literacy, and arts integration

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Ready For Life | Goal 8
Expand acceleration opportunities for all middle and high school students

Recommendation
The Superintendent recommends approval to purchase subscription and services to Paper Educational Support System for online tutoring, SDMC No. 24-0057-RG, estimated in the amount of $514,300.00.

Financial Impact
The funding source is Referendum monies and is included in the proposed budget for 2023/2024.

Contact
Submitting Department: Secondary Education
Initiated By: Doug Wagner

Attachments:
About our tutors
ESS One-Pager
Paper LOR CCSD
PAPER InsightsDashboard
Paper-UnlimitedModel
Review Center
THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA
Manatee County Paper Education - Added June 23, 2023

The Paper™ difference:
Connecting students with incredible tutors

Every school district has the common goal of ensuring learners are in good hands—and that involves carefully vetting the Educational Support Systems they use.

Here at Paper, we're committed to making sure students have access to only the best academic support offerings. That means each and every Paper tutor we bring on board is mission-driven, possesses deep expertise in their individual subject areas, and is rigorously trained to offer truly exceptional guidance. Besides this, our tutors are employees rather than contractors and are based in North America: the geographic area we support.

What makes Paper's tutors stand out?

Training

Tutors undergo a wide variety of training sessions and peer-to-peer shadowing. Paper's tutor success team ensures tutors receive continuous feedback and ongoing professional development.

Qualifications

We onboard only the top 4% of tutor applicants. All Paper tutors have an undergraduate degree (or are completing one) and at least one year's experience teaching or tutoring. They're also experts in the subject matter they're tutoring.

Pedagogy

Our tutors are trained to use the Paper Method—a holistic, theory-based instructional framework built to make students' sessions with tutors consistently successful—in every interaction.

Diversity

A one-size-fits-all solution doesn't always work when it comes to educational support. We've prioritized building a diverse group of tutors to ensure Paper can support students of many different backgrounds and learning preferences.

Keeping safety top of mind

Every Paper tutor on our team is rigorously vetted, background-checked, and trained to maintain a safe and highly impactful learning environment.

All Paper tutors are trained to identify students in crisis and loop in Paper's dedicated Department of Student Health and Safety. In addition, tutor managers offer support and supervision for online tutors 24/7.

Paper's rigorously vetted tutors are ready to offer your students a helping hand. Visit paper.co to learn more!

PAPER

Paper's Educational Support System



Our trusted learning platform is available whenever students need practice, help and guidance. By providing resources that complement classroom instruction, we also expand teachers' capacity to provide individualized learning opportunities in school and at home. Additionally, our dashboards and learning metrics help district leaders track and measure student progress.

Academic support 24/7



Live Help

Receive on-demand, online help from expert tutors with deep content knowledge across grades, subjects and languages.



Review Center

Get constructive feedback on a variety of writing assignments including lab reports, short-answer questions, college application essays, resumes and more.

Interactive, independent practice



Paper Missions

Encourage students to practice their math skills, acquire new knowledge and build confidence at their own pace.



Paper Reading

Ensure students are reading independently, accurately and voluminously, while teachers monitor reading fluency, vocabulary acquisition and practice time.

Exploration and guidance for college and career readiness

MajorClarity By PAPER

MajorClarity by Paper

Provide all students with access to academic planning, college and career readiness tools, work-based learning and micro-credentials.

Learn more at paper.co

Title I Services - College, Career, Equity, and School Choice Unit

3811 E. FLAMINGO ROAD • LAS VEGAS, NV 89121 • (702) 799-3850 • FAX (702) 799-3824

CCSD
CLARK COUNTY
SCHOOL DISTRICT

BOARD OF SCHOOL TRUSTEES

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Katie Williams, Member

Jesus F. Jara, Ed.D., Superintendent

November 2022

To Whom It May Concern,

My name is Greg Kramer, and I am the Director of the Clark County School District's Title I Department. As a District, we contracted with Paper at the start of the 22/23 school year. When we first contacted Paper we were looking to solve a specific problem: *how do we support students with 24/7 365 day support to address learning loss due to the pandemic*? As we investigated the tool we realized that Paper would help us solve a much more difficult problem–providing access to will need access anytime online tutoring for most of our students, and scheduled tutoring for students who wanted tutoring in their native language. Paper felt like a game-changer for the Clark County School District after we learned about the product and we purchased a license for every Clark County School student.

The decision to purchase a license for every CCSD student was one of the best decisions we made. We have found Paper to be an innovative and collaborative partner in supporting our students' learning. The team is responsive to our needs and ideas and has customized programming based on individual school and teacher needs as well as District level strategies. Today Paper tutors have provided roughly 26,000 tutoring sessions and 5,200 essay review sessions for our students. As well, our Paper Senior Customer Success Managers have provided countless group and individual training and usage strategy sessions with our staff. For example, Gabby and Yaya recently met with all of our school principals to assist with onboarding and getting all sites activated. As well, they have worked extensively with our Region Superintendent offices to provide bi-weekly data reports to better assist our schools. We are looking to continue our partnership with Paper as part of our long-term learning strategy and would highly recommend them as a learning partner.

I am available to answer any questions that you might have. The best way to reach me is via email at Kramegh@nv.ccsd.net.

Sincerely,

Greg H. Kramer



PAPER

Insights Dashboard

Paper's Insights Dashboard powers data-driven instruction and decision making for educators and administrators



Tutoring data can be a valuable source of insights about student progress—but making sense of raw data can be time consuming and frustrating. With Paper's Insights dashboard, educators and administrators can easily access actionable analytics that inform their work.

- **Understand needs** for supplemental support—individually and as a collective—by analyzing student activity in aggregate and in detailed session transcripts.
- **Evaluate curriculum effectiveness** based on which content areas are the most requested across sites.
- **Measure impact** of your tutoring program by tracking who is using available services and how it relates to target outcomes.

A Full Spectrum of Insights Across Your Entire Tutoring Program

Track

Where students need the most help to identify instructional opportunities

Monitor

Student progress with visibility into all student-tutor interactions

Evaluate

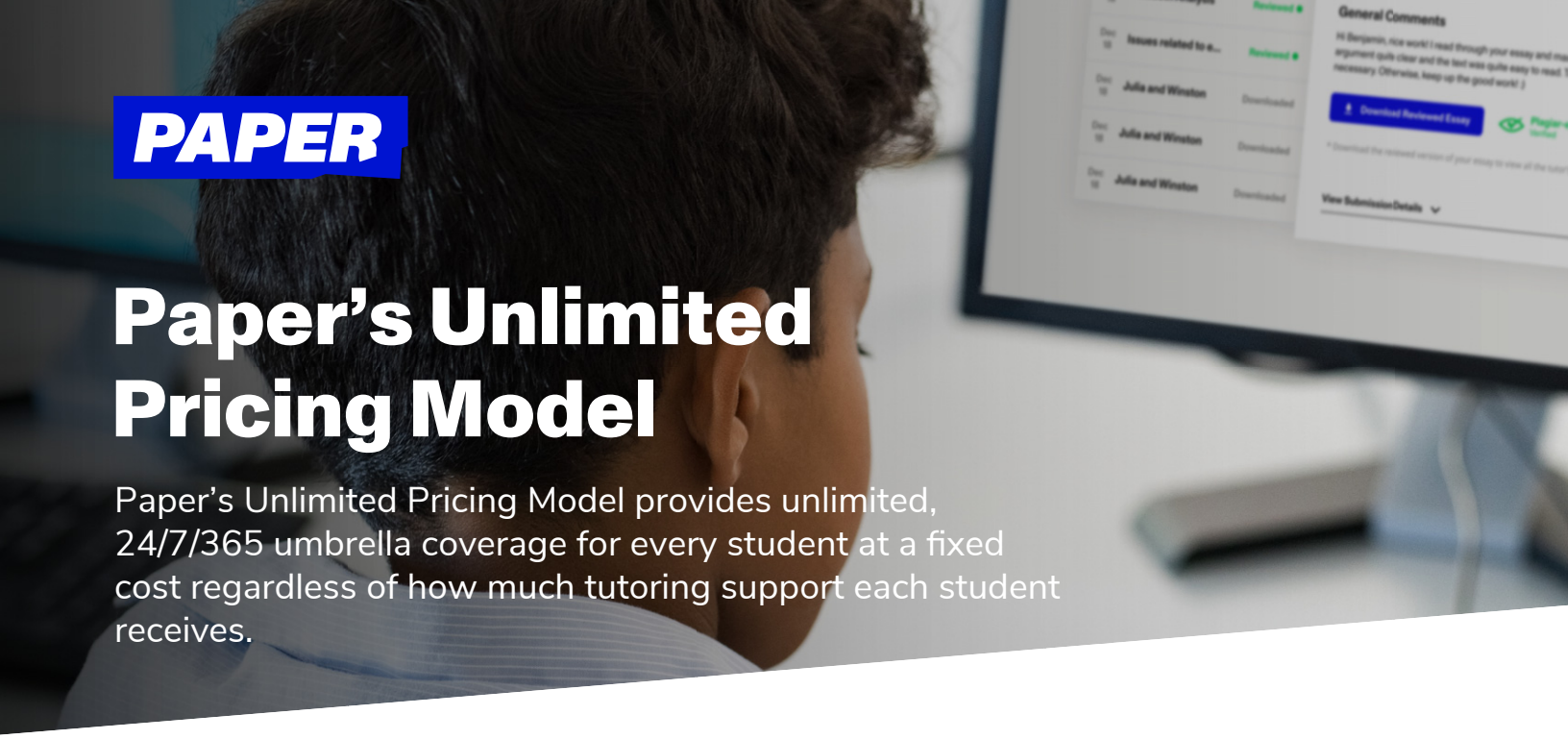
Adoption rates and the impact of unlimited 24/7 tutoring in achieving desired outcomes



"We're starting to see patterns in what the kids are asking questions on, which informs ed services, which means we can readjust our scope and sequence and talk about instructional practices. We just have more information than we ever had before."

— *Keith Irish, Assistant Superintendent, Educational Services, South San Francisco Unified School District, CA*

Want to learn how unlimited 24/7/365 instructional support can accelerate student learning? Check out the Live Help overview now



Paper's Unlimited Pricing Model

Paper's Unlimited Pricing Model provides unlimited, 24/7/365 umbrella coverage for every student at a fixed cost regardless of how much tutoring support each student receives.

Benefits Over Traditional Pricing Structures

- **Promotes adoption** since no additional costs are incurred as usage increases
- **Does not require scheduling or allocation of hours,** eliminating red tape and costly program management
- **Is more cost-effective** than usage-based models so schools can say yes to every student who needs help without the need for complicated eligibility criteria
- **Ensures ample staffing of qualified tutors 24/7** by enabling up front demand planning, hiring, training and service quality control

Superior Support for District Equity Goals

- **Removes barriers to access** by eliminating the need to allocate, schedule or limit tutoring time
- **Enables no-cost support for families** by partnering directly with schools to deliver tutoring services
- **Expands learning opportunities for every student** by putting unlimited, 1:1 instructional support within every student's reach 24/7/365 - whether they are accelerating learning, or pursuing advanced coursework and enrichment

Frequently Asked Questions

We're not sure how many students will use the service, so why plan for every student in advance?
Great academic support requires talented educators. Usage-based services use a reactive staffing model that forces them to rely on "crowdsourced" contractors who don't have the training or oversight to provide quality instructional support. By planning up front, Paper ensures highly qualified educators are always available to give students a great learning experience.

Is Paper's service truly unlimited?
Yes! Students have no restrictions on how long tutoring sessions last, or how many times they can come back for help.

Paper's Unlimited Pricing Model is more than we budgeted for. How can we find the funding we need?
A great place to start is by reading the guide to Navigating Federal Funding in 2022.

To learn more about the benefits of unlimited 24/7 tutoring and how it works, check out Why Paper: Student Support that Scales.

PAPER

Review Center helps students secure writing feedback—wherever they need it

Students need constructive writing feedback on more than English essays. That's why Paper now offers feedback on various types of written assignments and projects via our new-and-improved Review Center.

What can students submit to Paper's Review Center?

Paper's tutors are now available to review more than traditional essay assignments. Students can submit:

Essays (and related materials)

Essays, outlines, short-answer questions, and bibliographies.

Scientific writing

Pre-lab assignments, lab reports, and research papers.

Creative writing

Poems, short stories, scripts, and creative nonfiction pieces.

Miscellaneous written projects

College application essays, résumés, book reports, letters, and more.



These categories will expand as we add to the Review Center's offerings.

Paper's Review Center addresses common roadblocks

Provides constructive feedback

Paper's tutors never "correct" assignments outright; they follow the Paper Method instead, opting to provide constructive feedback. In turn, students get a clear pathway toward improving their writing skills.

Upholds academic integrity

Paper's tutors are trained to identify common signs of plagiarism. If a student's sources require a more in-depth review, tutors can help students cite information correctly through a nonpunitive approach.

Ensures painless integration

Students can upload files to Paper's Review Center straight from Google Drive.

Eases up educators' schedules

Combing through students' work and providing constructive feedback is time-consuming for educators. Paper's Review Center directs more of this work to dedicated tutors and writing coaches, freeing up time for busy educators.

Curious to see how Paper's Review Center can level up students' writing skills and save time for educators? Visit paper.co to learn more.

THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA
1939 SE Federal Highway. • Stuart, Florida 34996 • Telephone (772) 219-1200, Ext. 30180

Mary K. White, PhD
Director
Curriculum and Instruction

November 16, 2022

To Whom It May Concern,

My name is Mary White and I serve the Martin County School District as the Director of Curriculum and Instruction. Post pandemic, I was seeking a solution to assist in closing academic gaps; more specifically gaps in mathematics. I was looking for a solution to the traditional after school tutoring model, one that would extend beyond the school walls.

I received an email from Paper and knew that their model of chat-based tutoring in a student's home language was part of the solution. I found my initial meetings with the company's representatives to be action oriented yet personalized to make me feel that the company was a true partner in improving the outcomes for the students in the Martin County School District. Madison Grant, the Leader Partnership Manager was responsive from the beginning and assisted with all aspects of the contracting and implementation. Adrienne Olszewski, the Senior Customer Success Manager has been instrumental in our implementation and continued student success. In the Martin County School District, we continue to have high student usage and success due to the communication, partnership, and strong implementation support by Madison and Adrienne. I look forward to our future partnership in helping to close academic gaps.

I have spoken to students and parents and there is resounding support for the program. I am happy to provide additional information about this creative and effective solution to assist student achievement goals. The best way to reach me is through email at mcwillm@martinschools.org.

Sincerely,

Mary K. White

Mary K. White

Dr. John D. Millay, Superintendent
School Board Members: Michael DiTerlizzi • Marsha B. Powers • Amy B. Pritchett • Christia Li Roberts • Jennifer Russell

"An Equal Opportunity Agency"

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Paper™ Educational Support System
Service Agreement

This Paper™ Educational Support System Service Agreement is entered into by and between:

Paper Education America Inc., a Delaware corporation having its principal place of business at 1223 Wilshire Blvd #1520 Santa Monica, CA 90403 ("**Paper**"); and

School District of Manatee County, an educational institution having its head office at 215 Manatee Ave. W, Bradenton, FL 34205, United States ("**District**").

(each a "**Party**", and collectively the "**Parties**")

RECITALS

WHEREAS, Paper has developed an online educational support system that provides a variety of personalized learning services designed to improve student achievement, the features of which are more fully set out on Paper's website located at www.paper.co (the "**Platform**");

WHEREAS, District wishes to provide to its students access to the Platform for educational support purposes in connection with their educational journey with the District from the grade levels stipulated under Schedule A (and any amendments hereto), and preparation for college and/or their future career, as well as allowing teachers and administrators to access the Platform for supervision, reporting, and administration purposes;

WHEREAS, Paper and District wish to set out the contractual terms pursuant to which access to students, teachers and administrators will be given to the Platform.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Introduction and Term

Capitalized terms where used herein and not defined in the body of this agreement shall have the meaning given to them in Schedule B "Definitions".

A. Overview of the Services

For the duration of the Term, Paper will provide access to the Platform to the District's Users, plus related Services as further described herein. The Platform provides User access to a variety of educational support functionality, including, but not limited to, access to live help provided by Educators, independent and interactive subject matter practice modules, and tools for academic planning and college and career readiness. Students may access the Platform only for their educational use in connection with their educational journey with the District from Kindergarten through Grade 12 and preparation for college and/or their future career.

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B. Effective Date and Term
The Term of this Agreement shall commence upon signature by both Parties. Upon the District providing at least thirty (30) days advance written notice of its intention to renew the Initial Term, this Agreement may be renewed for an additional one-year Renewal Term upon completion of the Initial Term, and upon completion of any Renewal Term, for the number of students and according to the annualized pricing set forth in the Order Form, unless either party provides prior notice of such Party's intent to terminate or modify the Order Form terms for the Renewal Term at least sixty (60) calendar days prior to the end of then Current Term.

C. Termination
A Party may terminate this Agreement in the event the other Party breaches the terms of this Agreement and has failed to remedy such breach within thirty (30) calendar days of written notice given by the non-breaching Party. Without limiting the foregoing, Paper may terminate and/or suspend access to the Platform in its discretion in the event of non-payment of Service fees.

This Agreement may be terminated for convenience upon ninety (90) days' written notice.

All rights to the Services, including access to and use of the Platform, expire when this Agreement is terminated, regardless of the reason for termination, and no such rights of use or access shall subsist for District or any Users.

2. Paper's Obligations

Paper agrees to reasonably cooperate with District in its provision of the Services, including, but not limited to, fulfilling the following obligations under the present Agreement:

A. Access to the Platform
Upon commencement of the Initial Term, Paper will promptly create accounts for District's Users to enable their Platform access, utilizing the rostering data provided by the District hereunder, and in the manner further described in this Agreement.

B. Professional Development/Platform Training
Paper will provide reasonable and appropriate training on use of the Platform to District's teacher and administrator Users (e.g., training and workshops). Unless otherwise set out in the Order Form, training services shall be provided remotely by Paper and without additional charge to District.

C. Service Level Commitment
The Platform will be available on a 24/7/364 basis, 95% of the time calculated on a monthly basis (subject to any required emergency maintenance); however, District acknowledges that Educators qualified to interact with students on all course topics and in all languages for Live Help and Review Centre services may not be available at all service times.

The Platform will not be considered unavailable to District if District's inability to access or use the Platform arises due to (i) delays on the part of District with the provisioning of data required for rostering, (ii) problems with Districts' or Users' hardware or software, (iii) problems with third-party telecommunication services or networks, (iv) other delays on the part of the District or within the District's control, (v) required emergency maintenance, and (v) any other circumstances beyond the control of Paper, including due to force majeure. For clarity, District's payment obligations set forth in 3.D below shall continue to be applicable in any of the foregoing circumstances (i) through (vi).

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Paper shall take commercially reasonable measures to ensure that maintenance takes place during scheduled maintenance periods.

D. Technical Support

Paper agrees to provide reasonable technical support to District using industry standard remote communication methods during business hours, except holidays observed by Paper. The purpose of the technical support service is to attempt to identify and resolve functional problems in the Platform.

E. Privacy and Security

Paper agrees to process personally identifiable information of Users (hereinafter, "**User PII**") as described in the the Paper Educational Support System Privacy Statement, accessible at https://pages.paper.co/privacy-statement (hereinafter, the "**Paper Privacy Statement**"), which is incorporated herein by reference and may be updated from time to time according to the process set forth therein in order to reflect new or modified Platform functionality, technology, service providers, or other changes to our collection and use of personal information. District acknowledges that advance or new features or functionality made available to District may not be expressly addressed by the Paper Privacy Statement upon initial availability for testing, feedback, or initial integration purposes, although Paper will always process User data in alignment with the principles therein.

Paper shall maintain an industry standard information security program designed to protect against reasonably anticipated threats and hazards to the security and integrity of User PII. The Parties agree that properly de-identified data derived from the Services shall not constitute User PII and that Paper may use such de-identified data for any lawful purpose.

F. User Adoption and Engagement Activities

Paper agrees to provide reasonable support to District in relation to encouraging adoption and use of the contracted Services by District's Users. Such reasonable support includes, but is not limited to, providing District with commercially reasonable awareness materials that can be distributed by District, and providing teacher and administration training services as described herein.

G. Usage Reporting and Impact Assessment

Paper agrees to provide commercially reasonable reporting to District on usage of the Services with any District-specific requirements mutually agreed upon by the Parties prior to the execution of the contract to ensure the requested data is accessible and shareable. Contingent on District's provision of required outcome, diagnostic, or achievement data, and any optional study-dependent demographic data, Paper may, at its discretion, conduct impact assessments for District. Subject to District providing the appropriate data elements connecting students to their teachers, principals, subjects and schools, Paper shall provide District with weekly usage reporting. Such reports shall include number of students using the Services, and time and duration of interactions by each student, grade, and school. For further clarity, reporting may include instances where interactions by students can be attributed to specific subjects and teachers, though not all interactions on the Platform will have a direct link between student, subject and teacher.

H. Subcontracting and Third-Party Service Providers

Paper may subcontract obligations under the Agreement but will remain liable to District for any subcontracted obligations. District acknowledges and agrees that Paper Education may share information with third-party service providers used in the provision of Services as further described in the Paper Privacy Statement.

I. Insurance

For the duration of the Agreement, Paper agrees to procure and maintain valid liability insurance policies from reputable insurance carriers that meet or exceed the following minimum coverage limits:

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- Commercial General Liability: $1,000,000 USD
- Professional Liability: $1,000,000 USD
- Cyber Liability Insurance: $1,000,000 USD
- Workers' Compensation in compliance with the limits required under the respective jurisdiction where the Services are being provided

Paper shall provide District with certificates of insurance evidencing the above required coverages upon District's written request.

J. Third-Party Verification Service
Paper Education relies on a third-party verification service to verify information about its Educators such as, but not limited to, name, address, social security number, and criminal background. District does hereby represent, understand and expressly agree that Paper does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information collected and provided by the third-party verification service.

3. District's Obligations

District agrees to reasonably cooperate with Paper as needed in order for Paper to provide the Services, including, but not limited to, fulfilling the following obligations under the present Agreement:

A. Data and Privacy
The District acknowledges and agrees that providing Paper with data required for the provision of Services as further described in Section 3.D (Implementation, Enablement and Engagement Support) below, is critical to the success of the partnership, and as such failure to so provide would constitute a material breach of this Agreement. District further agrees to reasonably cooperate with Paper to the extent District must make technical changes (e.g., whitelisting Paper domains) in order for Paper to provide necessary or requested Services functionality. District represents that it has received and reviewed the Paper Privacy Statement. District shall not supply Paper with data that is not reasonably necessary in order for Paper to provide the Services to District.

District represents and warrants that it has obtained all necessary consents and approvals for the provision of the Services and the processing of Student data through the Platform, including without limitation any consent or approval required by applicable laws, acts or regulations (such as, but not limited to, verifiable consent pursuant to the "Children's Online Privacy Protection Act" (COPPA)). District has designated Paper as a "school official" (as defined in the Family Educational Rights and Privacy Act, "FERPA") having a "legitimate educational interest" in the Student data shared by District for the provision of the Services, and has made any parental notifications required for the provision of Services hereunder. Should Paper determine that all required consents have not been obtained for District's Users, it shall be entitled to immediately terminate access to the Platform for such Users, which shall not constitute a breach of Paper's obligations under this Agreement.

B. Platform Policies and Student Health and Safety Incident Reporting
District acknowledges that in order to be granted access to the Platform, each User must agree to comply with the Platform Policies, which may be modified from time to time, and that the failure to agree to such policies or non-compliance with such policies may result in the temporary or permanent exclusion of the User from the Platform. In the event a User is excluded due to a refusal to be bound, or non-compliance with, the Platform Policies, District shall not be entitled to reimbursement of any fees or other charges paid with respect to such User's access.

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District shall designate an Emergency Contact in the Order Form for the purposes of student health and safety reporting. District represents and warrants that Paper is authorized to disclose student health and safety incidents to the Emergency Contact, and such incidents may contain student personal information. District acknowledges and agrees that it is solely responsible for taking any action required by applicable laws or regulations in response to such reports by Paper to District, in accordance with the Platform Policies and Paper's health and safety processes.

C. Payment of Fees

In consideration for the Services provided to District, District shall provide payment of fees in compliance with the Florida Prompt Payment Act (ss 218 70-218.80). District shall pay Paper the fees set forth in the Order Form. Unless otherwise agreed in writing by the Parties, the fees are payable in advance within forty-five (45) calendar days of the beginning of the Current Term. All amounts payable under this Agreement shall be non-refundable and shall be paid without deduction, set-off, or counterclaim. District's failure to complete payments by their due date shall constitute a material breach of this Agreement.

Fees may be increased by Paper by notification to the Notification Email Address at any point during the Current Term, with the increase taking effect during the following Renewal Term. District shall have the option of terminating the Services and the Agreement after receiving Paper's fee increase notice by providing written notice of termination according to the process and timing set forth in Section 1.B (Effective Date and Term) above, except in the case that Paper's fee increase notice has been sent within sixty (60) calendar days prior to the end of the Current Term, in which case the parties shall negotiate in good faith to address pricing for the Renewal Term prior to the end of the Current Term.

The District may add additional Student subscriptions through an Expansion, at the price per student set forth in the Order Form for the Current Term. An Expansion shall be evidenced by a mutual written amendment to this Agreement. The fees associated with such Expansion shall be payable within thirty (30) calendar days of the invoice date. Additional student subscriptions may be purchased only in a minimum quantity of ten (10) Student subscriptions at a time. For clarity, if and to the extent that the number of District students accessing the Services at any point during the Term exceeds that which has been paid for under the Order Form, Paper reserves the right to submit invoices for any such current or historical overages.

All payments shall be exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency.

D. Implementation, Enablement and Engagement Support

District agrees to collaborate with Paper by performing or facilitating implementation, enablement, engagement and outreach support initiatives, that include, but are not limited to, the following:

a) District will make reasonable introductions and provide reasonable access to individual school sites within the District, within fifteen calendar (15) days or such longer period as requested by Paper, as reasonably necessary for rostering, training, awareness, adoption and engagement activities. District will facilitate training on the Paper Platform for the percentage or number of school site administrative and teacher Users designated on the Order Form. Training should be completed by this designated group within the first ninety (90) calendar days of the Initial Term, and within ninety (90) calendar days in the event of any Expansion.
b) To the extent technically feasible, Paper's Google Chrome Extension should be installed and pinned on Student User devices within the first ninety (90) calendar days of the Initial Term, and within ninety (90) calendar days in the event of any Expansion.
c) District will designate one "**Paper Champion**" per school site, in addition to the primary District Contact (designated by District in the Order Form), who will act as the point of contact in support of rostering,

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scheduling of training, site activities, contests and initiatives. The Paper Champion will be responsible for ensuring implementation success.

d) District will reasonably support and facilitate the provision of User feedback sessions and specialized training opportunities for its Users, including allowing User participation in beta testing new features and functionality of the Platform and will ensure appropriate in-school supervision of optional Student product feedback sessions.

e) District will provide, within the first ten (10) calendar days of the Initial Term, and within ten (10) calendar days of execution of any Expansion of the Services to additional Users, or such other reasonable period as is agreed by the parties, all necessary User data in requested industry standard electronic formats as described in Section 3.A (Authorized Usage) above, which shall include any required access through a Student Information System or Learning Management System. The District will provide access via Google SSO/Canvas, Clever or Classlink where applicable, and any additional elements required for the use of new or modified functionality within the Platform or Services.

f) District acknowledges and agrees that Paper may send reasonable and appropriate communications to Users and parents/guardians of Students for the purposes of communicating the availability of the Services and associated enhancements, as well as contests, promotions, surveys, studies, initiatives and events in regards to the Services. District hereby provides consent for communication to, and participation in said events by, its Users and Students and their parents/guardians, as required.

E. Compliance with Laws and Policies

District shall comply with all applicable laws in its performance of its obligations under this Agreement. Without limiting the foregoing, the District represents and warrants that by entering into and performing its obligations under this Agreement, it shall not violate any laws, rules, regulations or policies (including but not limited to policies relating to ethics, conflicts of interest, and lobbying) applicable to the District. The Parties agree that District policy requirements shall not apply to Paper unless expressly incorporated herein, or otherwise mutually agreed-upon in writing by the Parties after District has provided copies of such policies to Paper to review. Paper's commitments shall only be to comply with the applicable provisions of those policies that are effective at the date and time reviewed and accepted in writing by Paper.

4. Obligations of the Parties

A. Mutual Warranties

Each Party represents and warrants that it has full power and authority to enter into and perform its obligations under the Agreement, and such performance will not conflict with or result in a default under any other agreement to which it is bound.

B. Confidentiality

During the performance of this Agreement, one Party (the "**Disclosing Party**") may authorize the other Party (the "**Receiving Party**") to access or host the Disclosing Party's Confidential Information. The Receiving Party shall preserve the confidentiality of any Confidential Information, and shall refrain from using or disclosing the same for any purpose not previously approved in writing by the Disclosing Party or otherwise provided in this Agreement. However, the Receiving Party may disclose Confidential Information where, and to the extent that, disclosure is required or requested by law or a court order. This includes, for clarity, freedom of information requests under applicable public records laws. Any disclosure by the Receiving Party is subject to advance written warning of this requirement to the Disclosing Party, so as to give the latter enough time to adopt whatever measures may be needed to avoid or limit the disclosure except where notification to the Disclosing Party is prohibited by law.

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Upon termination of this Agreement, the Receiving Party shall, upon written request by the Disclosing Party, promptly return or, at the option of the Disclosing Party, destroy the Disclosing Party's Confidential Information. However, the Receiving Party may retain archival copies of Confidential Information disclosed to it, to the extent required or permitted by law, regulation, or court order, or to comply with accounting principles.

D. Limitation of Liability

Notwithstanding anything to the contrary, except where and to the extent expressly prohibited by applicable law, in no event will Paper Education be liable for any indirect, special, incidental, punitive, or consequential damages, losses or expenses, including without limitation arising out of or relating to (i) this Agreement, (ii) the provision of PII by the District to Paper, (iii) the failure of the District to obtain consent for the processing of personal information as required by applicable law, or (iv) the use or inability to use the Services, including, without limitation, damages related to any information received from the Platform, removal of content from the Platform, any email distributed to any User, or in connection with any termination of Services or Platform access, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or other breach of security, or line or system failure, even if Paper Education, or representatives thereof, in each case, are advised of the possibility of such damages, losses or expenses or such damages were foreseeable.

Notwithstanding anything to the contrary, under no circumstances will Paper Education's aggregate liability, in any form of action whatsoever in connection with this Agreement or the Services, exceed the price paid by the District for the Initial Term, except where, and to the extent that, such limitation is expressly prohibited by applicable law.

To the maximum extent permitted by applicable law, in no event will Paper Education be liable for any damages whatsoever or deriving from any theory of liability, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of District, its Users, or anyone else in connection with the Services, including without limitation, bodily injury, emotional distress, and/or any other damages resulting from interactions with other members of the Platform, whether online or offline.

E. Disclaimers

Paper provides the Services on an "as-is" basis. **Paper does not warrant that your use of the Services will be secure, uninterrupted, always available, error-free or will meet District or User requirements, or that any defects in the Services will be corrected. Paper Education disclaims liability for, and no warranty is made with respect to, the connectivity and availability of the services except where expressly provided in this Agreement.**

F. Intellectual Property Rights

District recognizes and agrees that all rights in and to the Platform and Services, including all trade-marks, inventions (whether patentable or not), , patents, industrial designs, works protected by copyright, trade secrets, reports, analytics, summaries, business intelligence, and any deliverables, know-how or other intellectual property in or related to the Platform and Services, including all tools, techniques, methods, concepts, and derivative works thereof, and any applications in pursuit of protection thereof, including any suggestions that District or any User may make regarding the functionalities or other technical aspects (collectively the "**Paper Intellectual Property**") are, as between the parties, the exclusive property of Paper Education, and District is

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granted no greater rights in or thereto except as required to use and make use of the Services, including (i) Platform access for the duration of the Term, and (ii) copies of any reports or other deliverables which are subject to a non-exclusive, royalty-free, license to use at the District's discretion but subject to observance of the restrictions herein. Subject to the foregoing, the Paper Intellectual Property rights do not extend to any District data, of which the District grants to Paper a non-exclusive, perpetual, worldwide, irrevocable, royalty right and license to make use of in order to exploit the Paper Intellectual Property. Upon the request of Paper, District shall provide any reasonable documentation that may be required to perfect and confirm Paper Education's ownership in the Paper Intellectual Property, including but not limited to assignments of any purported rights and waivers of moral rights.

For clarity, this Agreement does not grant District the right to access or obtain the source code of the Platform nor any programming documentation. The District agrees that all rights, titles and interests that are not expressly addressed in this Agreement are fully reserved by Paper Education.

G. Resources

The Parties agree that links from the Platform to external sites not owned by Paper Education, such as educational resources shared by Educators with Users during the provision of the Services, are not endorsed by Paper Education and Paper is not responsible for the content or practices of such external sites.

5. Miscellaneous

A. Entire Agreement; Amendment

This Agreement, together with its Schedule A (Order Form), Schedule B (Definitions) and District Rider to Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous agreements and communications. Except as expressly provided herein, it shall not be modified except by a written agreement signed by the Parties' authorized representatives. If this Agreement is attached to a District purchase order, addendum, contract template or other similar document, the terms of District Rider shall control to the extent of any conflict. Notwithstanding the foregoing, the limitation of liability and termination for convenience sections under this Agreement shall prevail in the event of a conflict between sections 1.C. and 4.D. of this Agreement and conflicting terms in the District Rider.

B. Notices

Notices shall be sent to Paper's address listed below and to District at the address listed below, or if none is listed, to its principal place of business or central office listed in the preamble to the Agreement, accompanied by a copy sent via email to the other Party's primary email contact, which for District shall be its Notification Email Address and for Paper shall be legal@paper.co. Notice shall be deemed to have been given and received upon delivery when sent by registered or certified mail, postage prepaid, return receipt requested or by prepaid overnight express delivery service (e.g., FedEx, UPS) with delivery confirmation. District is responsible for keeping its Notification Email Address current throughout the Term. The Parties may use email communications to satisfy written approval and consent requirements under the Agreement, such as where District wishes to participate in testing new features or functionality.

Paper Notice Address: P.O. Box 29502, Suite #64962, Las Vegas, Nevada 89126-9502

District Notice Address (optional): _____

C. No Waiver

Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

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D. Force Majeure

Neither Party will be responsible for any failure or delay in the performance of its obligations under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, which may include, without limitation, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, natural disaster, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God.

E. Relationship of the Parties

The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall be construed to establish any partnership, joint venture or agency relationship between the Parties. Neither Party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other Party's prior written consent. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

F. No Third-Party Beneficiaries; Assignment

This Agreement does not confer any benefits on any third party unless it expressly states that it does. District shall not sell, transfer or assign any right, title or interest it has in or pursuant to this Agreement, without the prior written consent of Paper. Any assignment not in accordance with this provision shall be void. Paper may sell, transfer or assign any right, title or interest it has in this Agreement, if such sale, transfer or assignment (a) is part of the sale, transfer or assignment of all or substantially all of its assets or business or (b) is made to one of its Affiliates, and in either case shall provide notice thereof to District as soon as is commercially practicable.

G. Counterparts

This Agreement may be executed in counterparts, and may be executed and delivered electronically. Each counterpart is deemed an original, and all of which together are deemed to be one and the same agreement.

H. Remedies

Nothing in this Agreement will limit either Party's ability to seek equitable relief, including but not limited to injunctions and/or specific performance. All remedies hereunder are cumulative and one or multiple may be exercised by Paper. In the event of any dispute between the Parties concerning this Agreement, but subject to the limitations of liability herein, the Party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

I. Survival

The following Sections will survive expiration or termination of this Agreement: Section 3.C (Payment of Fees), Section 4.B (Confidentiality), Section 4.D (Limitation of Liability), Section 4.E (Disclaimers), Section 4.F (Intellectual Property Rights) and Section 5 (Miscellaneous). Additionally, the Parties' obligations under Section 4.C (Indemnification) shall survive for a period of one (1) year following expiration or termination of the Agreement.

J. Dispute Resolution

The Parties agree to attempt in good faith to achieve consensus with respect to all matters arising under this Agreement to avoid any disputes. To the extent any dispute or disagreement arises to which the parties cannot reach consensus, each Party agrees to refer the matter to a senior officer of such Party, and those senior officers will engage in good faith discussion and negotiation, and use reasonable efforts to resolve any disputes that could delay or impede a Party from receiving the benefits of this Agreement. These dispute resolution

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procedures apply to any dispute that arises from either Party's performance of, or failure to perform in compliance with, this Agreement, and which the Parties are unable to resolve prior to invocation of these procedures. The Parties agree that to the extent any disputes cannot promptly be resolved by the Parties, either Party may refer the matter to a mediator for assistance in continuing such good faith resolution efforts.

K Jurisdiction and Choice of Law

This Agreement shall be governed by, and interpreted in accordance with, the laws of Florida, without regard to any conflict of law provisions. Further, if there is any dispute arising out of this Agreement, the Parties expressly agree that any such dispute shall be governed by the laws applicable in Florida. The Parties expressly agree and consent to the exclusive jurisdiction and venue of the State and federal courts of Florida for the resolution of any such dispute.

L. Severability.

If any part of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

[The next page is the signature page]

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IN WITNESS WHEREOF, THE PARTIES HEREBY AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

School District of Manatee County	**Paper Education America Inc.**
_____	DocuSigned by: Dave Zaragoza DF8B6A3AECCB48C...
Signature	Signature
Name: _____	Name: Dave Zaragoza
Title: _____	Title: CFO
Date: _____	Date: 6/13/2023

[signature page]

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SCHEDULE A

Paper™ Educational Support System Order Form

6. A. ORDER AND PRICING DETAILS

Student Subscription Type	**Paper ESS Platform Student Account – 1 Year Unlimited Access**
Subscription Term Dates	August 10, 2023 – August 9, 2024
Total Student Accounts	13,700
Price (*USD, per student*)*	$39.00 USD
Additional Applicable Term or Annual Costs/Grants (e.g., Local CSM)	One-time grant in the amount of $20,000 for the career and college readiness feature

Total Subscription Cost (Annual)*	***Total Subscription Cost (Initial Term)****
$514,300.00 USD	$514,300.00 USD

Note: *Late payments accrue interest in accordance with Section 3.C (Payment of Fees) of the Agreement.*

B. DISTRICT SERVICE INFORMATION

Included Schools/Sites	
Included Student Grade Levels	**Grades 9-12**
Career and College Readiness Type	**CCR Full**

Initial Term Rostering: Paper strongly recommends providing all data required for initial account rostering (as set forth in the Rostering Data Schedule) at least 1 week prior to the start of any Initial Term, to support prompt account creation by Paper's rostering group. Initial rostering typically requires 2 - 4 weeks after start of the Initial Term for general Platform access. Longer periods may be required for integration or enabling certain Services (e.g., Career and College Readiness).

C. DISTRICT CONTACT INFORMATION

Primary Contact Name and Title	**Doug Wagner**
Primary Contact Phone	**941-708-8770 ext 41217**
Primary Contact Email	**wagnerd@manateeschools.net**
Emergency Contact Name and Title	Doug Wagner, Deputy Superintendent
Emergency Contact Phone	
Emergency Contact Email	
Notification Email Address	

Governing Terms. This Order Form is a Schedule to the Paper™ Educational Support System Service Agreement executed by and between Paper and District, the terms of which govern the provision of services for the subscription term set forth above. Unless otherwise defined in this Order Form, all capitalized terms used herein have the meanings ascribed to them in the Agreement.

Authorized Signatory. By signing below, the District signatory confirms that he/she is an authorized representative of District with the required authority to bind District, and that District agrees to be bound by the subscription and pricing terms of this Order Form and the Agreement which shall govern the Services provided hereunder.

[For standalone Order Forms, the next page is the signature page]

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IN WITNESS WHEREOF, THE PARTIES HEREBY AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

School District of Manatee County	**Paper Education America Inc.**
	DocuSigned by: Dave Zaragoza DF8B6A3AECCB48C...
Signature	Signature
Name:	Name: Dave Zaragoza
Title:	Title: CFO
Date:	Date: 6/13/2023

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Schedule B - Definitions

7. Definitions

In addition to such terms as may be defined elsewhere in this Agreement, the following terms shall have the following meanings when used in this Agreement:

(a) "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

(b) **"Confidential Information"** means information that one Party (or an Affiliate) discloses to the other party (or an Affiliate) under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It includes, without limitation, personally identifiable information, log-in credentials, contracts, technical or financial information, databases, trade secrets, know-how and other intellectual property, and the terms of this Agreement. It does not include information that is (i) independently developed or discovered by the recipient, (ii) is rightfully given to the recipient by a third party without confidentiality obligations, (iii) is already in the possession of or available to recipient or its Affiliate(s) prior to disclosure by the other Party or (iv) is or becomes public through no fault of the recipient.

(c) **"Current Term"** means District's currently active subscription services term which is either the Initial Term or a Renewal Term.

(d) "**Educator(s)**" means the tutors employed by Paper that provide individualized educational support services to Students on the Platform.

(e) **"Emergency Contact"** means the person designated as such in the Order Form, for the purposes of being the main point of contact for Paper's Student Health and Safety team, and recipient of student health and safety reports related to incidents which may include but shall not be limited to: (i) student violation(s) of the Platform Policies which result in Users' temporary suspension of the Platform; (ii) reasonable suspicions of child abuse or neglect; (iii) illicit minor material; (iv) worrisome conduct; and (v) reasonable risk of harm. If an Emergency Contact is not designated, the contact designated under the "Notices" in the Order Form, or the respective school principal, will be deemed the Emergency Contact.

(f) **"Expansion**" means the addition of additional students, grades, school sites to the services through an amendment of this Agreement.

(g) **"Initial Term"** means the Initial Subscription Term designated by the Parties in Section A (Order and Pricing Details) of the Order Form.

(h) **"Notification Email Address"** means the email address(es) designated by District in Section C (District Contact Information) of the Order Form.

(i) **"Order Form"** means the required Schedule A to this Agreement, the Paper™ Educational Support System Order Form.

(j) "**Paper Education**" means Paper and its Affiliates, collectively.

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(k) **"Platform Policies"** means Paper's Student Code of Conduct, accessible at https://paper.co/student-code-of-conduct, Acceptable Use Policy accessible at https://paper.co/acceptable-use-policy, and other Platform terms and conditions that Users must agree to adhere to.

(l) "Renewal Term" refers to a renewed subscription term occurring after the completion of the District's Initial Term subscription to the Services.

(m) **"Rostering Data Schedule"** means the schedule of metadata required to be provided directly by the District to Paper, to enable Paper to provide the Services, available at https://pages.paper.co/rostering-data.

(n) **"Term"** means the Initial Term and all Renewal Terms, as applicable.

(o) **"User(s)"** means the students, teachers and administrators permitted by the District that are authorized to access the Services in accordance with the terms of this Agreement.

(p) **"Service(s)"** means the Platform subscription made available to Users as set forth herein, together with the service commitments described in Section 2 (Paper's Obligations) of this Agreement, which includes, but is not limited to, User access to the Platform, professional development, usage reporting, impact assessment, technical support, and user adoption and engagement services.

(q) "Student(s)" means Users of the Services that are students.

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SCHOOL DISTRICT OF MANATEE COUNTY
Rider to Agreement

CONFLICTING TERMS: In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this rider shall control.

COMPLIANCE WITH JESSICA LUNSFORD ACT: The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA), which consists of a level II background screening via fingerprinting. Providers, individuals or entities under contract with the School Board of Manatee County required to go on schoo l grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. For information on JLA, requirements visit http://www.manateeschools.net/

The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

GOVERNING LAW: This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be reso lved 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.

INVOICE REQUIREMENTS: The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

PAYMENT: SDMC complies with the Florida Prompt Payment Act (ss. 218.70-218.80). 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 payments, other than payments for construction services, due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance.

TERMINATION:
Termination for Cause: The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contr acts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

Termination for Convenience—Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

INDEMNIFICATION: Contractor agrees to defend indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a services contract Contractor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in the aggregate coverage and such insurance will name The School Board, their Board Membe rs and School District Employees as an additional insured. To the extent, applicable Contractor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agree ment. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement.

SOVEREIGN IMMUNITY: The parties acknowledge and agree that the School Board of Manatee County, Florida, as a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, a nd all defenses relative to sovereign immunity shall be preserved.

COMPLIANCE WITH THE SUNSHINE LAW: The Florida Sunshine Law is a series of laws designed to guarantee that the public has access

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to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

FORCE MAJEURE: The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected

performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Equal 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.''

Anti-Discrimination: a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub- contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful effo rts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions

Minority, Small, and Women Owned Business: School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub- contractors, and in contracting opportunities.

Davis-Bacon Act, as amended (40 U.S.C. 3141–3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141– 3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction''). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland ''AntiKickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations

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 hou rs. 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.

Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of ''funding agreement'' under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

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Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federalaward.

Section 6002 of The Solid Waste Disposal Act: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

Record Retention Requirements for Contracts Paid for with Federal Funds 2 CFR §200.333: When federal funds are expended by HCPS for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Confidentiality: Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES. AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECCORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Public Records Custodian, 215 Manatee Avenue W., Bradenton Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

COVID 19: The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19.

EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):
By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 4 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E- Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

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CONTRACTOR E-VERIFY NUMBER: _____

DocuSigned by:
Dave Zaragoza 6/13/2023
DF8B6A3AECCB48C...

Vendor Dave Zaragoza Date

Deputy Superintendent Date

School Principal (if applicable) Date

Superintendent ($25,000-$48,999.99) Date

Legal Date

Board Chair ($50,000 or more) Date

AGENDA ITEM NO. 15.1

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Appointment of Advocacy Committee Member and Alternate For Florida School Board Association

Executive Summary
The Board will Vote for Advocacy Committee Members and Alternates for FSBA.

Excerpt From FSBA's Email about this Committee
FSBA's committee leadership terms are July 1 – June 30.

The Advocacy Committee will begin work in early August and will be appointing its Legislative and Federal subcommittee members by September 1.

This roles and responsibilities include:

- Participation on this committee with statewide representation (one rep from each school district)
- Interaction with policy makers and stakeholders to promote public education
- The opportunity to be considered to serve on the Legislative or Federal subcommittees
- Monthly meetings (and additional meetings for subcommittees)
- Advocacy and communication leadership
- Reporting advocacy efforts back to your respective boards

To ensure your district has representation on this statewide committee, please make every effort to submit the committee selection and alternate by the deadline.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 1
Improve easy access to quality family resources that support student learning

Recommendation
The Board approves the appointment of Advocacy Committee Member and alternate for Florida School Board Association.

Financial Impact
No Financial Impact

Contact
Approving Department: School Board

AGENDA ITEM NO. 15.2

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval to Extend Gina Mentzer a 3-Year Renewal to the Audit Committee

Executive Summary
The Board will vote on the option to extend a 3-year extension for Audit Committee Member Ginger Mentzer

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
Approval to extend Gina Mentzer a 3-year renewal to the Audit Committee

Financial Impact
No Financial Impact

Contact
Initiating Department: School Board

AGENDA ITEM NO. 15.3

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Security and Vulnerability Testing Services from Sylint Group, Inc., SDMC No. 23-0055-RG, Not to Exceed $45,000.00

Executive Summary
The IT network enterprise environment is dynamic and evolves to meet the demands of operations. To ensure cyber security and risk tolerance are maintained at an acceptable level, the network should be periodically checked to align effort and risk, ensure processes and procedures are applicable and being followed, that architecture and updates keep pace with threat actors, and that additional vulnerabilities have not been incorporated into the enterprise network.

Historical expenditures are as follows:
YTD: $49,766.62
2021/2022 : $49,550.01
2020/2021 : $26,400.00

State Board Rule 6A-1.012(14) states, "A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.0041(11), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board."

Florida Statutes Section 1010.04(4) states, "Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

Subsection 6A-1.012(11) F.A.C. states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and, (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution;"

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Inclusive Culture & Engagement | Goal 1
Create a cultural commitment for improving service at all levels of the school district for internal and external customers.

Recommendation
Superintendent recommends the approval to purchase security and vulnerability testing services from Sylint

Group, Inc., SDMC No. 23-0055-RG, not to exceed $45,000

Financial Impact
The funding source for this work is the General Fund and is included in the School Board's proposed budget for 2023-2024.

Contact
Submitting Department: Purchasing
Initiated By: School Board

Attachments:
June 27, 2023 Sylint-Statement of Work

School Board of Manatee County

Statement of Work

The following Statement of Work (SoW) is proposed for services supporting School Board of Manatee County's (SBMC) ongoing security maturity and posture review and testing as it relates to the School District of Manatee County for the period of July 1, 2023 through June 30, 2024. Estimated costs, plus expenses, are provided and are thresholds for the work, based on information provided and expected time necessary. In the event additional requirements arise, based on information uncovered during any phase of this SoW proposal, the parties will be updated before performing additional work.

NIST Cybersecurity Framework Correlation and Testing

The IT network enterprise environment is dynamic and evolves to meet the demands of an organization's operations. To ensure cyber security and risk tolerance is maintained at an acceptable level, the network should be periodically checked to align effort and risk, ensure processes and procedures are applicable and being followed, that architecture and updates keep pace with threat actors, and that additional vulnerabilities have not been incorporated into the enterprise network.

Building on prior engagements, and in conjunction with ongoing audit functions conducted by CRI (internal audit), Sylint will conduct a set of tests based on the National Institute of Standards & Technology Cybersecurity Framework (NIST CSF) to review SDMC's security maturity, posture and ongoing alignment to known and projected threats. Tests and analyses incorporate ongoing work that SDMC engages in, including external and internal vulnerability scans, network and firewall analysis, identity and access management (IAM) audits and data backup verifications. Sylint expects to support further refinement of SDMC's internal process of tracking implementation and efficacy of system and device mitigation actions.

From this data, along with the results of the IT internal audit findings, issues and recommendations, Sylint will

- Build on the dialogue-based analysis from 2022-2023 and provide an updated Risk Analysis for NIST CSF Milestones 1, 2, 3, 4 & 5 incorporating SDMC improvements and threat landscape changes;
- Provide or update mitigation or remediation recommendations based on evolving threats and identified Risks;
- Update the associated validation mechanisms/tests to assist in measuring progress toward mitigation goals.
- Report to the School Board and/or Audit Committee on request in agreed formats

This work is expected to include:

- Conduct enterprise wide password audit to validate policy adherence and identify credentials requiring mitigation actions
- Conduct review of external and internal vulnerability scans to identify systems/devices that require mitigation actions
- Conduct testing & assess perimeter control devices (IDS/DLP) effectiveness
- Conduct testing & assess existing endpoint control effectiveness
- Assign measurable milestones for each milestone or recommendation
- Assign timelines for specific mitigation levels and testing methodology to validate adherence progress

Depending on the identified risks and status of various ongoing projects, Sylint work may also include:

- Risk-aligned Tactical and Strategic Tabletop exercises to test Response and Recovery capabilities

Estimated Time: 225 hours

Estimated Duration: 52 weeks

Estimated Cost: $45,000

The above is hereby accepted and agreed to by:

X_____

Accepted by Authorized School Board Representative Date

_____

Name Title

AGENDA ITEM NO. 15.4

School Board of Manatee County
June 27, 2023 - Regular Board Meeting
Action Item

Title
Approval to Renew the Professional Services Contract with Carr, Riggs & Ingram LLC to Provide Internal Audit Services for Fiscal Year 2023-2024, SDMC No. 19-0079-RG

Executive Summary
The Board approved the contract award with Carr, Riggs & Ingram, LLC for fiscal year 2023-2024.

The internal audit direct service, internal audit indirect service, and internal accounts will be determined by the Board at a future Workshop for fiscal year 2023-2024.

Historical Expenditures are as follows:
- YTD 2022-April 2023: $282,097.40
- 2021/2022: $306,839.00
- 2020/2021: $331,937.35

"The School Board, as authorized by rule 6a-1.012(11)(a) F.A.C of the State Board of Education, has directly negotiated the purchase of auditing services not subject to Section 218.391, F.S."

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Recommendation
The Superintendent recommends approval to renew the professional services contract with Carr, Riggs & Ingram LLC to provide internal audit services for fiscal year 2023-2024, SDMC No. 19-0079-RG.

Financial Impact
The cost to implement this agenda item will be determined by the School Board at a future workshop; the funding source for this expenditure is School Board Professional and Technical Services, and is included in the School Board proposed budget for 2023-2024.

Contact
Submitting Department: School Board
Initiated By: Audit Committee

Attachments:
SBMC Engagement Letter - Draft dated 6.21.2023 (2023-2024).pdf

CRI CARR RIGGS & INGRAM
CPAs and Advisors

Carr, Riggs & Ingram, LLC
1001 3rd Avenue West
Suite 500
Bradenton, FL 34205

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June 21, 2023

School Board of Manatee County, Florida
Bradenton, Florida

Dear Board:

We are pleased to provide certain internal audit services to the School Board of Manatee County, Florida (Board). The purpose of this letter is to confirm the terms of the Carr, Riggs & Ingram LLC engagement to provide the requested internal audit services to the School District of Manatee County (District). The internal audit services described below cover the period for July 1, 2023 to June 30, 2024.

Scope of Services

The Audit Committee is responsible for advisory oversight of our services. The nature of the internal audit services we are to perform for the School Board is as follows:

Direct Services

Direct services include the following:

Internal Audit Areas Defined in the Risk Assessment

Direct Services for internal audit areas will be identified by the School Board of Manatee County in a Board Workshop in July.

- We will design an internal audit plan for internal audit identified. Each plan will generally describe the procedures to be performed by Carr, Riggs & Ingram LLC. The Audit Committee is responsible for recommending and the School Board approving the selection of internal audit areas.

  If the Board appoints a Board Staff Internal Auditor (BSIA), CRI will coordinate with the BSIA for planning, conducting, and reporting internal audits which could include:
  - Developing an audit plan that identifies the specific audit responsibilities for the BSIA and CRI for the FYE 2024.
  - Identifying and providing needed support and advice for audits conducted by the BSIA.
  - Identifying data/documents needed by CRI for planned audits so that the BSIA may support CRI in obtaining those data/documents.
  - Updating the risk assessment for the FYE 2025 and developing a draft audit plan for the FYE 2025.

- Upon completion of the internal audit area, a draft report will be provided to the Audit Committee Chair and Management for review before finalization and presentation to the Audit Committee and/or School Board. A final report will be issued upon resolution and acceptance of Management responses. The final report will include the following:

    1. Overview of Internal Audit area including executive summary.

    2. Internal Audit procedures performed including scope, methodology, and conclusion.

    3. Summary of Internal Audit results which includes:

        a. **Internal Audit Rating –** Applicable Internal Audits will receive an overall rating based on the underlying Internal Audit Findings. The assigned Rating communicates the overall adequacy and effectiveness of controls within the area audited. The following ratings will be assigned:

            Strong **-** Internal control systems are appropriately designed and in place for the size and complexity of the function/department. Risks are effectively managed. Monetary risk associated with potential control failures is not material. A few exceptions to established policies and procedures may have been identified.

            Satisfactory - While there may be some minor risk management weaknesses, these issues have been recognized and are being addressed by management. Risks are effectively managed. Internal control systems may display minor weaknesses or deficiencies, however they are easily corrected in the normal course of business.

            Needs Improvement - Risk management practices are lacking in important ways and are a cause for more than supervisory attention. Risks may not be effectively managed. Weaknesses may include control exceptions or failures that could have adverse effects on the organization if corrective actions are not taken.

            Unsatisfactory - Due to the absence of effective risk management practices, management is unable to identify, monitor or control significant risk exposure. Internal control systems may be sufficiently weak to jeopardize the continued viability of the operation under audit. Risks are not effectively managed. Deficiencies in risk management procedures and internal controls require immediate and close supervisory attention.

        b. **Internal Audit Findings** – audit results noting violations of state or local statutes, administration rules, or client's own policy or procedure, lack of written procedures, or other lack of adequate controls. Within each Finding, there will be an explanation of the current condition, specific criteria not met, noted cause, and impact on the District along with a recommendation clearly documented. Management responses to findings are required documentation for the report. Findings will be categorized by severity using the following ratings:

Low - Formal process and controls exist and are partially effective at managing risks. However, the underlying assets affected (finances, reputation, property, etc.) are minimal (i.e. dollar amount, number of employees/students impacted, potential fines and/or loss of funds, extent of media exposure etc.). Such an issue does not warrant immediate attention but requires corrective action by Management, and should be completed within 120 days of final Internal Audit Report date.

Medium - Formal or informal processes and controls may exist, however, they are only partially effective at managing risks. For example, prevention or detection of unwanted outcomes may occur, but, the prevention does sufficiently cover the population at risk or the detection is not timely. Finally, the underlying assets affected (finances, reputation, property, etc.) are moderately significant (i.e. dollar amount, number of employees/students impacted, potential fines and/or loss of funds, extent of media exposure etc.). Such an issue would be expected to receive corrective action from Management, and should be completed within 90 days of final Internal Audit Report date.

High - Formal or informal processes and controls may exist, however, they are only partially effective at managing risks. For example, the current processes do not sufficiently prevent or detect asset misappropriation, noncompliance with regulations, transactional errors, etc. Finally, the underlying assets affected (finances, reputation, property, etc.) are considered significant (i.e. dollar amount, number of students/employees impacted, potential fines and/or loss of funds, extent of media exposure, etc.) but is not substantial enough to be considered critical. Such an issue would be expected to receive urgent corrective action by Management, and should be completed within 60 days of final Internal Audit Report date.

Critical – Processes and controls are either nonexistent or fail to effectively manage risks. For example, the current processes do not sufficiently prevent or detect asset misappropriation, noncompliance with regulations, transactional errors, etc. Finally, the underlying assets affected (finances, reputation, property, etc.) are considered significant (i.e. dollar amount, number of employees/students impacted, potential fines and/or loss of funds, extent of media exposure etc.). Such an issue would be expected to receive immediate attention from Management, but should not exceed 30 days to remedy from the final Internal Audit Report date.

c. **Best Practice Recommendations for Improvements** – internal audit results noting an area where procedures, polices, controls, or processes could be enhanced in order for client operations to be more efficient and effective; be more cost effective, or generate additional income sources. These could include system enhancements, procedural improvements, or operational efficiencies. These recommendations are made to Management during the course of the internal audit and summarized in the report. Management Response is required.

d. **Management Response** – an appropriate District employee takes responsibility for the internal audit finding, an overall description of the corrective action plan is provided, a date by which a detailed corrective action plan will be provided, and a target date for implementation of the corrective action plan based on the internal audit finding rating.

Post Internal Audit Reviews

We have issued Internal Audit reports in previous years which still require follow up to ensure the action plans have been put in place. The School Board of Manatee County will determine the post internal audit reviews to be performed in the Board Workshop in July. The outstanding action plans are as follows for consideration:

- AG Audit
- Benefits
- Position Control
- Personnel
- Purchasing
- MTC POS and Financial Aid
- Contract Compliance

Additional Services

We will communicate with you regarding the scope of additional services and the estimated fees and we will issue an addendum to this engagement letter covering any additional services that we are requested to provide. Additional services might include but are not limited to:

- After approval by the Board, conduct any special internal audit projects requested by the Audit Committee, Management or the Board (outside of audit plan for fiscal year)
- Expand testing requests resulting from internal audit findings
- Assist in resolving internal audit findings

Our engagement will be conducted under the consulting standards established by the American Institute of Certified Public Accountants and will not include a detailed examination of all transactions originated by the District. Therefore, it cannot be relied upon to take the place of management's efforts to discover errors, omissions, negligence, irregularities, non-compliance, or illegal acts, including fraud or defalcations, which may exist.

Indirect Services

Our services will also include indirect services as determined by the School Board of Manatee County in a Board Workshop in July such as inquiries from the external auditors and attendance at Board, Board Workshop, Management and Audit Committee meetings.

Limitations

Carr, Riggs & Ingram LLC will not perform any management functions, make management decisions or perform in a capacity equivalent to that of an employee of the District. The procedures to be performed will not constitute an audit, a review or a compilation of the District's financial statements or any part thereof, nor an examination of Management's assertions concerning the effectiveness of the District's internal control systems or an examination of compliance with laws, regulations or other matters. Accordingly, our performance of the procedures will result in neither the expression of an opinion or any other form of assurance on the District's financial statements or any part thereof, nor an opinion or any other form of assurance on the District's internal control systems or its compliance with laws, regulations or other matters.

Management's Responsibilities

The School Board and District is, and will continue to be, solely responsible for establishing and maintaining an effective internal control system, including, without limitation, systems designed to assure compliance with policies, procedures and applicable laws and regulations. The Board and the Audit Committee will be responsible for determining the nature, scope and extent of the internal audit services to be performed by Carr, Riggs & Ingram LLC, providing overall direction and oversight for the internal audit services and reviewing and distributing (or approving the distribution of) internal audit reports. The School Board, primarily through the audit committee, is responsible for overseeing CRI's internal audits and evaluating the adequacy and results of the internal audits.

Prompt and sufficient response to internal audit results is an important component of an effective internal audit program. Accordingly, District responses to report findings and issues must be provided in a timely manner and in the format described in the previous section. Insufficient and/or untimely provision of management responses may result in the delay of the delivery of the report.

Fees

Fees to be mutually agreed upon by the School Board of Manatee County and Carr, Riggs & Ingram, LLC. The School Board of Manatee County will determine the scope of work to be performed and Carr, Riggs & Ingram, LLC will estimate the number of hours needed to complete the scope of work using the discounted hourly rates listed below.

Fees for services will be invoiced monthly based on the actual time expended using the following discounted hourly rates:

Partner/Principal	$225
Manager	$190
Supervisor	$173
Senior	$147
Paraprofessional	$ 74

Our fees are based on the amount of time required to complete an assignment and the level of personnel assigned. Fees and expenses for this engagement will be billed monthly as the work progresses and are payable upon receipt of invoice.

In accordance with our firm policies, work may be suspended if the account becomes thirty (30) days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report.

You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the Manatee County School Board.

Invoices

Carr, Riggs & Ingram, LLC agrees that bills and invoices for fees or other compensation services or expenses shall cite the purchase order number, detail time and date of services by project per the approved internal audit work plan. The invoice shall be submitted to the Accounts Payable department within ten (10) working days after month end. The invoice shall provide the individual who worked on said project with hours and hourly rate sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify and enumerate the services provided, and expenses for which compensation is sought. In addition, a copy of all applicable materials, rental or subcontractor invoices must be included with the invoicing to the Board. Payment of all approved invoices shall be made within thirty (30) days by the District.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS AGREEMENT, CRI SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE OR ANCILLARY DAMAGES OF ANY KIND ALLEGED AS A RESULT OF ANY CAUSE OF ACTION FROM THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE. UNLESS OTHERWISE STATED IN THIS AGREEMENT, BOTH CRI AND YOU AGREE THAT THE

TOTAL CUMULATIVE LIABILITY OF CRI (INCLUDING ITS EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS), SHALL NOT EXCEED THE AMOUNT OF FEES EARNED BY CRI RELATED TO THIS ENGAGEMENT DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AS SUCH AMOUNT SHALL SERVE AS A REASONABLE PROSPECTIVE ESTIMATE OF ANY DAMAGES WHICH YOU MAY SUFFER THROUGH ANY BREACH BY CRI OF THE TERMS OF THIS AGREEMENT, AS SUCH DAMAGES MAY BE SPECULATIVE OR IMPOSSIBLE TO CALCULATE. IF THERE ARE UNPAID FEES OWED TO CRI, THIS CUMULATIVE LIABILITY WILL BE REDUCED BY THE VALUE OF THE UNPAID FEES WITH NO ADDITIONAL INTEREST OR CHARGES, AS CRI RETAINS THE RIGHT TO OFFSET ANY SUMS CLAIMED AS DUE AND OWED BY YOU, BY ANY SUMS TO WHICH IT IS LEGALLY ENTITLED. THIS LIMITATION SHALL APPLY WHETHER OR NOT FURTHER DAMAGES ARE FORESEEABLE, OR WHETHER EITHER PARTY (OR ITS EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Governing Law; Venue

This agreement and performance hereunder shall be governed by the laws of the State of Florida, without reference to any conflict of laws rules or principles. Any action or proceeding arising from or relating to this agreement must be brought in a state or federal court having jurisdiction in Manatee County, Florida, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses to venue and jurisdiction including *forum non conveniens*.

Statute of Limitations

The parties agree that there shall be a one-year statute of limitation (from the delivery of the service or termination of the contract) for the filing of any requests for arbitration, lawsuit, or proceeding related to this agreement. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the contract, whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

Disclosure

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account including service providers located outside of the United States. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. Furthermore, we will remain responsible for the work provided by any such third-party service providers. By signing this letter, you consent to allow us to disclose your financial information, if applicable, or other information to our service providers located abroad. If you want to limit the amount of information that may be disclosed to any third-party service provider, please notify us in writing as an attachment to this letter.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

Termination and Other Terms

You agree that any claim arising out of this engagement letter shall be made within one year of the conclusion of our services, regardless of any longer period of time for commencing such claim as may be set by law. Claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against Carr, Riggs & Ingram LLC.

We reserve the right to withdraw from the engagement without completing our services for any reason, including, but not limited to, your failure to comply with the terms of this engagement letter or as we determine professional standards require.

Other Information

Lorri Kidder is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We understand that our reports are public information once issued and will be posted to your website - http://www.manateeschools.net/pages/SDMC. You must notify us before distributing a copy of our deliverable(s) directly to anyone other than a member of internal management, Audit Committee, or the School Board if the intended recipient will rely on deliverable(s) for regulatory, statutory or other contractual obligations of the District or Board. In addition, the deliverable(s) should be distributed in its complete form. If you distribute a copy of our deliverable to any person or entity other than internal management, Audit Committee, or the School Board directly without having first notified us of the distribution and purpose of the distribution; or distribute the deliverable(s) in less than its complete form, you hereby agree to indemnify and hold us harmless from and against any and all claims or causes of action for damages or loss against us by such person or entity as a result of said person's alleged reliance on said deliverable(s). Your obligation to indemnify includes, without limitation, the obligation to indemnify us for, and pay, all of the attorneys' fees and costs reasonably incurred by us in defending against such claims.

At the completion of our engagement, the original source documents will be returned to you. Work papers and other documents created by us are our property. Upon request by the District, such original work papers will be forwarded to you. Copies are not to be distributed without our prior written consent.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend this letter or issue a separate engagement letter or addendum to this engagement letter to reflect the obligations of both parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this engagement letter.

If any portion of this engagement letter is deemed invalid or unenforceable, such a finding shall not invalidate the remainder of the terms set forth in this engagement letter.

Acceptance

We appreciate the opportunity to provide the internal audit services for the Board and believe this engagement letter accurately summarizes the significant terms of the engagement.

If you have any questions, please let us know.

If you decide to accept our engagement letter, please indicate your acceptance by signing in the space provided below and returning this engagement letter to us.

Very truly,

Carr, Riggs & Ingram, L.L.C.

Carr, Riggs & Ingram LLC
Certified Public Accountants

Accepted by School Board of Manatee County, Florida:

By: _____ Title: _____

Date: _____

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Paper™ Educational Support System
Service Agreement

This Paper™ Educational Support System Service Agreement is entered into by and between:

Paper Education America Inc., a Delaware corporation having its principal place of business at 1223 Wilshire Blvd #1520 Santa Monica, CA 90403 ("**Paper**"); and

School District of Manatee County, an educational institution having its head office at 215 Manatee Ave. W, Bradenton, FL 34205, United States ("**District**").

(each a "**Party**", and collectively the "**Parties**")

RECITALS

WHEREAS, Paper has developed an online educational support system that provides a variety of personalized learning services designed to improve student achievement, the features of which are more fully set out on Paper's website located at www.paper.co (the "**Platform**");

WHEREAS, District wishes to provide to its students access to the Platform for educational support purposes in connection with their educational journey with the District from the grade levels stipulated under Schedule A (and any amendments hereto), and preparation for college and/or their future career, as well as allowing teachers and administrators to access the Platform for supervision, reporting, and administration purposes;

WHEREAS, Paper and District wish to set out the contractual terms pursuant to which access to students, teachers and administrators will be given to the Platform.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Introduction and Term

Capitalized terms where used herein and not defined in the body of this agreement shall have the meaning given to them in Schedule B "Definitions".

A. Overview of the Services

For the duration of the Term, Paper will provide access to the Platform to the District's Users, plus related Services as further described herein. The Platform provides User access to a variety of educational support functionality, including, but not limited to, access to live help provided by Educators, independent and interactive subject matter practice modules, and tools for academic planning and college and career readiness. Students may access the Platform only for their educational use in connection with their educational journey with the District from Kindergarten through Grade 12 and preparation for college and/or their future career.

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B. Effective Date and Term
The Term of this Agreement shall commence upon signature by both Parties. Upon the District providing at least thirty (30) days advance written notice of its intention to renew the Initial Term, this Agreement may be renewed for an additional one-year Renewal Term upon completion of the Initial Term, and upon completion of any Renewal Term, for the number of students and according to the annualized pricing set forth in the Order Form, unless either party provides prior notice of such Party's intent to terminate or modify the Order Form terms for the Renewal Term at least sixty (60) calendar days prior to the end of then Current Term.

C. Termination
A Party may terminate this Agreement in the event the other Party breaches the terms of this Agreement and has failed to remedy such breach within thirty (30) calendar days of written notice given by the non-breaching Party. Without limiting the foregoing, Paper may terminate and/or suspend access to the Platform in its discretion in the event of non-payment of Service fees.

This Agreement may be terminated for convenience upon ninety (90) days' written notice.

All rights to the Services, including access to and use of the Platform, expire when this Agreement is terminated, regardless of the reason for termination, and no such rights of use or access shall subsist for District or any Users.

2. Paper's Obligations

Paper agrees to reasonably cooperate with District in its provision of the Services, including, but not limited to, fulfilling the following obligations under the present Agreement:

A. Access to the Platform
Upon commencement of the Initial Term, Paper will promptly create accounts for District's Users to enable their Platform access, utilizing the rostering data provided by the District hereunder, and in the manner further described in this Agreement.

B. Professional Development/Platform Training
Paper will provide reasonable and appropriate training on use of the Platform to District's teacher and administrator Users (e.g., training and workshops). Unless otherwise set out in the Order Form, training services shall be provided remotely by Paper and without additional charge to District.

C. Service Level Commitment
The Platform will be available on a 24/7/364 basis, 95% of the time calculated on a monthly basis (subject to any required emergency maintenance); however, District acknowledges that Educators qualified to interact with students on all course topics and in all languages for Live Help and Review Centre services may not be available at all service times.

The Platform will not be considered unavailable to District if District's inability to access or use the Platform arises due to (i) delays on the part of District with the provisioning of data required for rostering, (ii) problems with Districts' or Users' hardware or software, (iii) problems with third-party telecommunication services or networks, (iv) other delays on the part of the District or within the District's control, (v) required emergency maintenance, and (v) any other circumstances beyond the control of Paper, including due to force majeure. For clarity, District's payment obligations set forth in 3.D below shall continue to be applicable in any of the foregoing circumstances (i) through (vi).

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Paper shall take commercially reasonable measures to ensure that maintenance takes place during scheduled maintenance periods.

D. Technical Support

Paper agrees to provide reasonable technical support to District using industry standard remote communication methods during business hours, except holidays observed by Paper. The purpose of the technical support service is to attempt to identify and resolve functional problems in the Platform.

E. Privacy and Security

Paper agrees to process personally identifiable information of Users (hereinafter, "**User PII**") as described in the the Paper Educational Support System Privacy Statement, accessible at https://pages.paper.co/privacy-statement (hereinafter, the "**Paper Privacy Statement**"), which is incorporated herein by reference and may be updated from time to time according to the process set forth therein in order to reflect new or modified Platform functionality, technology, service providers, or other changes to our collection and use of personal information. District acknowledges that advance or new features or functionality made available to District may not be expressly addressed by the Paper Privacy Statement upon initial availability for testing, feedback, or initial integration purposes, although Paper will always process User data in alignment with the principles therein.

Paper shall maintain an industry standard information security program designed to protect against reasonably anticipated threats and hazards to the security and integrity of User PII. The Parties agree that properly de-identified data derived from the Services shall not constitute User PII and that Paper may use such de-identified data for any lawful purpose.

F. User Adoption and Engagement Activities

Paper agrees to provide reasonable support to District in relation to encouraging adoption and use of the contracted Services by District's Users. Such reasonable support includes, but is not limited to, providing District with commercially reasonable awareness materials that can be distributed by District, and providing teacher and administration training services as described herein.

G. Usage Reporting and Impact Assessment

Paper agrees to provide commercially reasonable reporting to District on usage of the Services with any District-specific requirements mutually agreed upon by the Parties prior to the execution of the contract to ensure the requested data is accessible and shareable. Contingent on District's provision of required outcome, diagnostic, or achievement data, and any optional study-dependent demographic data, Paper may, at its discretion, conduct impact assessments for District. Subject to District providing the appropriate data elements connecting students to their teachers, principals, subjects and schools, Paper shall provide District with weekly usage reporting. Such reports shall include number of students using the Services, and time and duration of interactions by each student, grade, and school. For further clarity, reporting may include instances where interactions by students can be attributed to specific subjects and teachers, though not all interactions on the Platform will have a direct link between student, subject and teacher.

H. Subcontracting and Third-Party Service Providers

Paper may subcontract obligations under the Agreement but will remain liable to District for any subcontracted obligations. District acknowledges and agrees that Paper Education may share information with third-party service providers used in the provision of Services as further described in the Paper Privacy Statement.

I. Insurance

For the duration of the Agreement, Paper agrees to procure and maintain valid liability insurance policies from reputable insurance carriers that meet or exceed the following minimum coverage limits:

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- Commercial General Liability: $1,000,000 USD
- Professional Liability: $1,000,000 USD
- Cyber Liability Insurance: $1,000,000 USD
- Workers' Compensation in compliance with the limits required under the respective jurisdiction where the Services are being provided

Paper shall provide District with certificates of insurance evidencing the above required coverages upon District's written request.

J. Third-Party Verification Service
Paper Education relies on a third-party verification service to verify information about its Educators such as, but not limited to, name, address, social security number, and criminal background. District does hereby represent, understand and expressly agree that Paper does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information collected and provided by the third-party verification service.

3. District's Obligations

District agrees to reasonably cooperate with Paper as needed in order for Paper to provide the Services, including, but not limited to, fulfilling the following obligations under the present Agreement:

A. Data and Privacy
The District acknowledges and agrees that providing Paper with data required for the provision of Services as further described in Section 3.D (Implementation, Enablement and Engagement Support) below, is critical to the success of the partnership, and as such failure to so provide would constitute a material breach of this Agreement. District further agrees to reasonably cooperate with Paper to the extent District must make technical changes (e.g., whitelisting Paper domains) in order for Paper to provide necessary or requested Services functionality. District represents that it has received and reviewed the Paper Privacy Statement. District shall not supply Paper with data that is not reasonably necessary in order for Paper to provide the Services to District.

District represents and warrants that it has obtained all necessary consents and approvals for the provision of the Services and the processing of Student data through the Platform, including without limitation any consent or approval required by applicable laws, acts or regulations (such as, but not limited to, verifiable consent pursuant to the "Children's Online Privacy Protection Act" (COPPA)). District has designated Paper as a "school official" (as defined in the Family Educational Rights and Privacy Act, "FERPA") having a "legitimate educational interest" in the Student data shared by District for the provision of the Services, and has made any parental notifications required for the provision of Services hereunder. Should Paper determine that all required consents have not been obtained for District's Users, it shall be entitled to immediately terminate access to the Platform for such Users, which shall not constitute a breach of Paper's obligations under this Agreement.

B. Platform Policies and Student Health and Safety Incident Reporting
District acknowledges that in order to be granted access to the Platform, each User must agree to comply with the Platform Policies, which may be modified from time to time, and that the failure to agree to such policies or non-compliance with such policies may result in the temporary or permanent exclusion of the User from the Platform. In the event a User is excluded due to a refusal to be bound, or non-compliance with, the Platform Policies, District shall not be entitled to reimbursement of any fees or other charges paid with respect to such User's access.

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District shall designate an Emergency Contact in the Order Form for the purposes of student health and safety reporting. District represents and warrants that Paper is authorized to disclose student health and safety incidents to the Emergency Contact, and such incidents may contain student personal information. District acknowledges and agrees that it is solely responsible for taking any action required by applicable laws or regulations in response to such reports by Paper to District, in accordance with the Platform Policies and Paper's health and safety processes.

C. Payment of Fees

In consideration for the Services provided to District, District shall provide payment of fees in compliance with the Florida Prompt Payment Act (ss 218 70-218.80). District shall pay Paper the fees set forth in the Order Form. Unless otherwise agreed in writing by the Parties, the fees are payable in advance within forty-five (45) calendar days of the beginning of the Current Term. All amounts payable under this Agreement shall be non-refundable and shall be paid without deduction, set-off, or counterclaim. District's failure to complete payments by their due date shall constitute a material breach of this Agreement.

Fees may be increased by Paper by notification to the Notification Email Address at any point during the Current Term, with the increase taking effect during the following Renewal Term. District shall have the option of terminating the Services and the Agreement after receiving Paper's fee increase notice by providing written notice of termination according to the process and timing set forth in Section 1.B (Effective Date and Term) above, except in the case that Paper's fee increase notice has been sent within sixty (60) calendar days prior to the end of the Current Term, in which case the parties shall negotiate in good faith to address pricing for the Renewal Term prior to the end of the Current Term.

The District may add additional Student subscriptions through an Expansion, at the price per student set forth in the Order Form for the Current Term. An Expansion shall be evidenced by a mutual written amendment to this Agreement. The fees associated with such Expansion shall be payable within thirty (30) calendar days of the invoice date. Additional student subscriptions may be purchased only in a minimum quantity of ten (10) Student subscriptions at a time. For clarity, if and to the extent that the number of District students accessing the Services at any point during the Term exceeds that which has been paid for under the Order Form, Paper reserves the right to submit invoices for any such current or historical overages.

All payments shall be exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency.

D. Implementation, Enablement and Engagement Support

District agrees to collaborate with Paper by performing or facilitating implementation, enablement, engagement and outreach support initiatives, that include, but are not limited to, the following:

a) District will make reasonable introductions and provide reasonable access to individual school sites within the District, within fifteen calendar (15) days or such longer period as requested by Paper, as reasonably necessary for rostering, training, awareness, adoption and engagement activities. District will facilitate training on the Paper Platform for the percentage or number of school site administrative and teacher Users designated on the Order Form. Training should be completed by this designated group within the first ninety (90) calendar days of the Initial Term, and within ninety (90) calendar days in the event of any Expansion.
b) To the extent technically feasible, Paper's Google Chrome Extension should be installed and pinned on Student User devices within the first ninety (90) calendar days of the Initial Term, and within ninety (90) calendar days in the event of any Expansion.
c) District will designate one "**Paper Champion**" per school site, in addition to the primary District Contact (designated by District in the Order Form), who will act as the point of contact in support of rostering,

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scheduling of training, site activities, contests and initiatives. The Paper Champion will be responsible for ensuring implementation success.

d) District will reasonably support and facilitate the provision of User feedback sessions and specialized training opportunities for its Users, including allowing User participation in beta testing new features and functionality of the Platform and will ensure appropriate in-school supervision of optional Student product feedback sessions.

e) District will provide, within the first ten (10) calendar days of the Initial Term, and within ten (10) calendar days of execution of any Expansion of the Services to additional Users, or such other reasonable period as is agreed by the parties, all necessary User data in requested industry standard electronic formats as described in Section 3.A (Authorized Usage) above, which shall include any required access through a Student Information System or Learning Management System. The District will provide access via Google SSO/Canvas, Clever or Classlink where applicable, and any additional elements required for the use of new or modified functionality within the Platform or Services.

f) District acknowledges and agrees that Paper may send reasonable and appropriate communications to Users and parents/guardians of Students for the purposes of communicating the availability of the Services and associated enhancements, as well as contests, promotions, surveys, studies, initiatives and events in regards to the Services. District hereby provides consent for communication to, and participation in said events by, its Users and Students and their parents/guardians, as required.

E. Compliance with Laws and Policies

District shall comply with all applicable laws in its performance of its obligations under this Agreement. Without limiting the foregoing, the District represents and warrants that by entering into and performing its obligations under this Agreement, it shall not violate any laws, rules, regulations or policies (including but not limited to policies relating to ethics, conflicts of interest, and lobbying) applicable to the District. The Parties agree that District policy requirements shall not apply to Paper unless expressly incorporated herein, or otherwise mutually agreed-upon in writing by the Parties after District has provided copies of such policies to Paper to review. Paper's commitments shall only be to comply with the applicable provisions of those policies that are effective at the date and time reviewed and accepted in writing by Paper.

4. Obligations of the Parties

A. Mutual Warranties

Each Party represents and warrants that it has full power and authority to enter into and perform its obligations under the Agreement, and such performance will not conflict with or result in a default under any other agreement to which it is bound.

B. Confidentiality

During the performance of this Agreement, one Party (the "**Disclosing Party**") may authorize the other Party (the "**Receiving Party**") to access or host the Disclosing Party's Confidential Information. The Receiving Party shall preserve the confidentiality of any Confidential Information, and shall refrain from using or disclosing the same for any purpose not previously approved in writing by the Disclosing Party or otherwise provided in this Agreement. However, the Receiving Party may disclose Confidential Information where, and to the extent that, disclosure is required or requested by law or a court order. This includes, for clarity, freedom of information requests under applicable public records laws. Any disclosure by the Receiving Party is subject to advance written warning of this requirement to the Disclosing Party, so as to give the latter enough time to adopt whatever measures may be needed to avoid or limit the disclosure except where notification to the Disclosing Party is prohibited by law.

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Upon termination of this Agreement, the Receiving Party shall, upon written request by the Disclosing Party, promptly return or, at the option of the Disclosing Party, destroy the Disclosing Party's Confidential Information. However, the Receiving Party may retain archival copies of Confidential Information disclosed to it, to the extent required or permitted by law, regulation, or court order, or to comply with accounting principles.

D. Limitation of Liability

Notwithstanding anything to the contrary, except where and to the extent expressly prohibited by applicable law, in no event will Paper Education be liable for any indirect, special, incidental, punitive, or consequential damages, losses or expenses, including without limitation arising out of or relating to (i) this Agreement, (ii) the provision of PII by the District to Paper, (iii) the failure of the District to obtain consent for the processing of personal information as required by applicable law, or (iv) the use or inability to use the Services, including, without limitation, damages related to any information received from the Platform, removal of content from the Platform, any email distributed to any User, or in connection with any termination of Services or Platform access, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or other breach of security, or line or system failure, even if Paper Education, or representatives thereof, in each case, are advised of the possibility of such damages, losses or expenses or such damages were foreseeable.

Notwithstanding anything to the contrary, under no circumstances will Paper Education's aggregate liability, in any form of action whatsoever in connection with this Agreement or the Services, exceed the price paid by the District for the Initial Term, except where, and to the extent that, such limitation is expressly prohibited by applicable law.

To the maximum extent permitted by applicable law, in no event will Paper Education be liable for any damages whatsoever or deriving from any theory of liability, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of District, its Users, or anyone else in connection with the Services, including without limitation, bodily injury, emotional distress, and/or any other damages resulting from interactions with other members of the Platform, whether online or offline.

E. Disclaimers

Paper provides the Services on an "as-is" basis. **Paper does not warrant that your use of the Services will be secure, uninterrupted, always available, error-free or will meet District or User requirements, or that any defects in the Services will be corrected. Paper Education disclaims liability for, and no warranty is made with respect to, the connectivity and availability of the services except where expressly provided in this Agreement.**

F. Intellectual Property Rights

District recognizes and agrees that all rights in and to the Platform and Services, including all trade-marks, inventions (whether patentable or not), , patents, industrial designs, works protected by copyright, trade secrets, reports, analytics, summaries, business intelligence, and any deliverables, know-how or other intellectual property in or related to the Platform and Services, including all tools, techniques, methods, concepts, and derivative works thereof, and any applications in pursuit of protection thereof, including any suggestions that District or any User may make regarding the functionalities or other technical aspects (collectively the "**Paper Intellectual Property**") are, as between the parties, the exclusive property of Paper Education, and District is

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granted no greater rights in or thereto except as required to use and make use of the Services, including (i) Platform access for the duration of the Term, and (ii) copies of any reports or other deliverables which are subject to a non-exclusive, royalty-free, license to use at the District's discretion but subject to observance of the restrictions herein. Subject to the foregoing, the Paper Intellectual Property rights do not extend to any District data, of which the District grants to Paper a non-exclusive, perpetual, worldwide, irrevocable, royalty right and license to make use of in order to exploit the Paper Intellectual Property. Upon the request of Paper, District shall provide any reasonable documentation that may be required to perfect and confirm Paper Education's ownership in the Paper Intellectual Property, including but not limited to assignments of any purported rights and waivers of moral rights.

For clarity, this Agreement does not grant District the right to access or obtain the source code of the Platform nor any programming documentation. The District agrees that all rights, titles and interests that are not expressly addressed in this Agreement are fully reserved by Paper Education.

G. Resources

The Parties agree that links from the Platform to external sites not owned by Paper Education, such as educational resources shared by Educators with Users during the provision of the Services, are not endorsed by Paper Education and Paper is not responsible for the content or practices of such external sites.

5. Miscellaneous

A. Entire Agreement; Amendment

This Agreement, together with its Schedule A (Order Form), Schedule B (Definitions) and District Rider to Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous agreements and communications. Except as expressly provided herein, it shall not be modified except by a written agreement signed by the Parties' authorized representatives. If this Agreement is attached to a District purchase order, addendum, contract template or other similar document, the terms of District Rider shall control to the extent of any conflict. Notwithstanding the foregoing, the limitation of liability and termination for convenience sections under this Agreement shall prevail in the event of a conflict between sections 1.C. and 4.D. of this Agreement and conflicting terms in the District Rider.

B. Notices

Notices shall be sent to Paper's address listed below and to District at the address listed below, or if none is listed, to its principal place of business or central office listed in the preamble to the Agreement, accompanied by a copy sent via email to the other Party's primary email contact, which for District shall be its Notification Email Address and for Paper shall be legal@paper.co. Notice shall be deemed to have been given and received upon delivery when sent by registered or certified mail, postage prepaid, return receipt requested or by prepaid overnight express delivery service (e.g., FedEx, UPS) with delivery confirmation. District is responsible for keeping its Notification Email Address current throughout the Term. The Parties may use email communications to satisfy written approval and consent requirements under the Agreement, such as where District wishes to participate in testing new features or functionality.

Paper Notice Address: P.O. Box 29502, Suite #64962, Las Vegas, Nevada 89126-9502

District Notice Address (optional): _____

C. No Waiver

Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

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D. Force Majeure

Neither Party will be responsible for any failure or delay in the performance of its obligations under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, which may include, without limitation, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, natural disaster, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God.

E. Relationship of the Parties

The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall be construed to establish any partnership, joint venture or agency relationship between the Parties. Neither Party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other Party's prior written consent. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

F. No Third-Party Beneficiaries; Assignment

This Agreement does not confer any benefits on any third party unless it expressly states that it does. District shall not sell, transfer or assign any right, title or interest it has in or pursuant to this Agreement, without the prior written consent of Paper. Any assignment not in accordance with this provision shall be void. Paper may sell, transfer or assign any right, title or interest it has in this Agreement, if such sale, transfer or assignment (a) is part of the sale, transfer or assignment of all or substantially all of its assets or business or (b) is made to one of its Affiliates, and in either case shall provide notice thereof to District as soon as is commercially practicable.

G. Counterparts

This Agreement may be executed in counterparts, and may be executed and delivered electronically. Each counterpart is deemed an original, and all of which together are deemed to be one and the same agreement.

H. Remedies

Nothing in this Agreement will limit either Party's ability to seek equitable relief, including but not limited to injunctions and/or specific performance. All remedies hereunder are cumulative and one or multiple may be exercised by Paper. In the event of any dispute between the Parties concerning this Agreement, but subject to the limitations of liability herein, the Party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

I. Survival

The following Sections will survive expiration or termination of this Agreement: Section 3.C (Payment of Fees), Section 4.B (Confidentiality), Section 4.D (Limitation of Liability), Section 4.E (Disclaimers), Section 4.F (Intellectual Property Rights) and Section 5 (Miscellaneous). Additionally, the Parties' obligations under Section 4.C (Indemnification) shall survive for a period of one (1) year following expiration or termination of the Agreement.

J. Dispute Resolution

The Parties agree to attempt in good faith to achieve consensus with respect to all matters arising under this Agreement to avoid any disputes. To the extent any dispute or disagreement arises to which the parties cannot reach consensus, each Party agrees to refer the matter to a senior officer of such Party, and those senior officers will engage in good faith discussion and negotiation, and use reasonable efforts to resolve any disputes that could delay or impede a Party from receiving the benefits of this Agreement. These dispute resolution

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procedures apply to any dispute that arises from either Party's performance of, or failure to perform in compliance with, this Agreement, and which the Parties are unable to resolve prior to invocation of these procedures. The Parties agree that to the extent any disputes cannot promptly be resolved by the Parties, either Party may refer the matter to a mediator for assistance in continuing such good faith resolution efforts.

K Jurisdiction and Choice of Law

This Agreement shall be governed by, and interpreted in accordance with, the laws of Florida, without regard to any conflict of law provisions. Further, if there is any dispute arising out of this Agreement, the Parties expressly agree that any such dispute shall be governed by the laws applicable in Florida. The Parties expressly agree and consent to the exclusive jurisdiction and venue of the State and federal courts of Florida for the resolution of any such dispute.

L. Severability.

If any part of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

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IN WITNESS WHEREOF, THE PARTIES HEREBY AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

School District of Manatee County	**Paper Education America Inc.**
_____	DocuSigned by: Dave Zaragoza DF8B6A3AECCB48C...
Signature	Signature
Name: _____	Name: Dave Zaragoza
Title: _____	Title: CFO
Date: _____	Date: 6/13/2023

[signature page]

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SCHEDULE A

Paper™ Educational Support System Order Form

6. A. ORDER AND PRICING DETAILS

Student Subscription Type	**Paper ESS Platform Student Account – 1 Year Unlimited Access**
Subscription Term Dates	August 10, 2023 – August 9, 2024
Total Student Accounts	13,700
Price (*USD, per student*)*	$39.00 USD
Additional Applicable Term or Annual Costs/Grants (e.g., Local CSM)	One-time grant in the amount of $20,000 for the career and college readiness feature

Total Subscription Cost (Annual)*	***Total Subscription Cost (Initial Term)****
$514,300.00 USD	$514,300.00 USD

Note: *Late payments accrue interest in accordance with Section 3.C (Payment of Fees) of the Agreement.*

B. DISTRICT SERVICE INFORMATION

Included Schools/Sites	
Included Student Grade Levels	**Grades 9-12**
Career and College Readiness Type	**CCR Full**

Initial Term Rostering: Paper strongly recommends providing all data required for initial account rostering (as set forth in the Rostering Data Schedule) at least 1 week prior to the start of any Initial Term, to support prompt account creation by Paper's rostering group. Initial rostering typically requires 2 - 4 weeks after start of the Initial Term for general Platform access. Longer periods may be required for integration or enabling certain Services (e.g., Career and College Readiness).

C. DISTRICT CONTACT INFORMATION

Primary Contact Name and Title	**Doug Wagner**
Primary Contact Phone	**941-708-8770 ext 41217**
Primary Contact Email	**wagnerd@manateeschools.net**
Emergency Contact Name and Title	Doug Wagner, Deputy Superintendent
Emergency Contact Phone	
Emergency Contact Email	
Notification Email Address	

Governing Terms. This Order Form is a Schedule to the Paper™ Educational Support System Service Agreement executed by and between Paper and District, the terms of which govern the provision of services for the subscription term set forth above. Unless otherwise defined in this Order Form, all capitalized terms used herein have the meanings ascribed to them in the Agreement.

Authorized Signatory. By signing below, the District signatory confirms that he/she is an authorized representative of District with the required authority to bind District, and that District agrees to be bound by the subscription and pricing terms of this Order Form and the Agreement which shall govern the Services provided hereunder.

[For standalone Order Forms, the next page is the signature page]

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IN WITNESS WHEREOF, THE PARTIES HEREBY AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

School District of Manatee County	**Paper Education America Inc.**
	DocuSigned by: Dave Zaragoza DF8B6A3AECCB48C...
Signature	Signature
Name:	Name: Dave Zaragoza
Title:	Title: CFO
Date:	Date: 6/13/2023

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Schedule B - Definitions

7. Definitions

In addition to such terms as may be defined elsewhere in this Agreement, the following terms shall have the following meanings when used in this Agreement:

(a) "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

(b) **"Confidential Information"** means information that one Party (or an Affiliate) discloses to the other party (or an Affiliate) under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It includes, without limitation, personally identifiable information, log-in credentials, contracts, technical or financial information, databases, trade secrets, know-how and other intellectual property, and the terms of this Agreement. It does not include information that is (i) independently developed or discovered by the recipient, (ii) is rightfully given to the recipient by a third party without confidentiality obligations, (iii) is already in the possession of or available to recipient or its Affiliate(s) prior to disclosure by the other Party or (iv) is or becomes public through no fault of the recipient.

(c) **"Current Term"** means District's currently active subscription services term which is either the Initial Term or a Renewal Term.

(d) "**Educator(s)**" means the tutors employed by Paper that provide individualized educational support services to Students on the Platform.

(e) **"Emergency Contact"** means the person designated as such in the Order Form, for the purposes of being the main point of contact for Paper's Student Health and Safety team, and recipient of student health and safety reports related to incidents which may include but shall not be limited to: (i) student violation(s) of the Platform Policies which result in Users' temporary suspension of the Platform; (ii) reasonable suspicions of child abuse or neglect; (iii) illicit minor material; (iv) worrisome conduct; and (v) reasonable risk of harm. If an Emergency Contact is not designated, the contact designated under the "Notices" in the Order Form, or the respective school principal, will be deemed the Emergency Contact.

(f) **"Expansion**" means the addition of additional students, grades, school sites to the services through an amendment of this Agreement.

(g) **"Initial Term"** means the Initial Subscription Term designated by the Parties in Section A (Order and Pricing Details) of the Order Form.

(h) **"Notification Email Address"** means the email address(es) designated by District in Section C (District Contact Information) of the Order Form.

(i) **"Order Form"** means the required Schedule A to this Agreement, the Paper™ Educational Support System Order Form.

(j) "**Paper Education**" means Paper and its Affiliates, collectively.

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(k) **"Platform Policies"** means Paper's Student Code of Conduct, accessible at https://paper.co/student-code-of-conduct, Acceptable Use Policy accessible at https://paper.co/acceptable-use-policy, and other Platform terms and conditions that Users must agree to adhere to.

(l) "Renewal Term" refers to a renewed subscription term occurring after the completion of the District's Initial Term subscription to the Services.

(m) **"Rostering Data Schedule"** means the schedule of metadata required to be provided directly by the District to Paper, to enable Paper to provide the Services, available at https://pages.paper.co/rostering-data.

(n) **"Term"** means the Initial Term and all Renewal Terms, as applicable.

(o) **"User(s)"** means the students, teachers and administrators permitted by the District that are authorized to access the Services in accordance with the terms of this Agreement.

(p) **"Service(s)"** means the Platform subscription made available to Users as set forth herein, together with the service commitments described in Section 2 (Paper's Obligations) of this Agreement, which includes, but is not limited to, User access to the Platform, professional development, usage reporting, impact assessment, technical support, and user adoption and engagement services.

(q) "Student(s)" means Users of the Services that are students.

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SCHOOL DISTRICT OF MANATEE COUNTY
Rider to Agreement

CONFLICTING TERMS: In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this rider shall control.

COMPLIANCE WITH JESSICA LUNSFORD ACT: The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA), which consists of a level II background screening via fingerprinting. Providers, individuals or entities under contract with the School Board of Manatee County required to go on schoo l grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. For information on JLA, requirements visit http://www.manateeschools.net/

The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

GOVERNING LAW: This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be reso lved 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.

INVOICE REQUIREMENTS: The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

PAYMENT: SDMC complies with the Florida Prompt Payment Act (ss. 218.70-218.80). 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 payments, other than payments for construction services, due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance.

TERMINATION:
Termination for Cause: The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contr acts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

Termination for Convenience—Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

INDEMNIFICATION: Contractor agrees to defend indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a services contract Contractor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in the aggregate coverage and such insurance will name The School Board, their Board Membe rs and School District Employees as an additional insured. To the extent, applicable Contractor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agree ment. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement.

SOVEREIGN IMMUNITY: The parties acknowledge and agree that the School Board of Manatee County, Florida, as a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, a nd all defenses relative to sovereign immunity shall be preserved.

COMPLIANCE WITH THE SUNSHINE LAW: The Florida Sunshine Law is a series of laws designed to guarantee that the public has access

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to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

FORCE MAJEURE: The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected

performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Equal 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.''

Anti-Discrimination: a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub- contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful effo rts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions

Minority, Small, and Women Owned Business: School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub- contractors, and in contracting opportunities.

Davis-Bacon Act, as amended (40 U.S.C. 3141–3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141– 3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction''). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland ''AntiKickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations

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 hou rs. 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.

Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of ''funding agreement'' under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

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Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federalaward.

Section 6002 of The Solid Waste Disposal Act: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

Record Retention Requirements for Contracts Paid for with Federal Funds 2 CFR §200.333: When federal funds are expended by HCPS for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Confidentiality: Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES. AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECCORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Public Records Custodian, 215 Manatee Avenue W., Bradenton Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

COVID 19: The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19.

EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):
By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 4 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E- Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

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CONTRACTOR E-VERIFY NUMBER: _____

DocuSigned by:
Dave Zaragoza 6/13/2023
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Vendor Dave Zaragoza Date

Deputy Superintendent Date

School Principal (if applicable) Date

Superintendent ($25,000-$48,999.99) Date

Legal Date

Board Chair ($50,000 or more) Date