Agenda

July 15, 2025
School Board of Manatee County
School Board Special Meeting - 1:00 PM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF THE AGENDA

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

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

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

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

5. NEW BUSINESS

1. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)
2. Approval of the Memorandum of Understanding Between The Willie Taggart Family Foundation, Inc. and the School Board of Manatee County to Provide Before-School and/or After-School Programs at Lincoln Memorial Middle School During the 2024-2025 School Year (No Financial Impact)

6. ADJOURNMENT

AGENDA ITEM NO. 5.1

School Board of Manatee County
July 15, 2025 - School Board Special Meeting
Action Item

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

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

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

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

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

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

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

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

Financial Impact
There is no financial impact.

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

Attachments:
HR Board Material 7.15.25 Meeting

Board Material - July 15, 2025

Hire

Administrative

Type	Name	Department/Location	Position
Hire	Kirk, Jodi	Manatee Technical College	Director, Manatee Technical College

Instructional

Type	Name	Department/Location	Position
Hire	Zufall, Michael	Palmetto High School	Asst Principal, HS University of New Mexico Req. #73010

AGENDA ITEM NO. 5.2

School Board of Manatee County
July 15, 2025 - School Board Special Meeting
Action Item

Title

Approval of the Memorandum of Understanding Between The Willie Taggart Family Foundation, Inc. and the School Board of Manatee County to Provide Before-School and/or After-School Programs at Lincoln Memorial Middle School During the 2024-2025 School Year (No Financial Impact)

Executive Summary

The Willie Taggart Family Foundation, Inc. will provide before-school and/or after-school programs for registered Manatee County school students at Lincoln Memorial Middle School.

The Taggart Family Foundation, Inc., is a Florida Not for Profit Corporation, governed by the Florida Department of State.

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

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

Recommendation

The Superintendent recommends approval of the Memorandum of Understanding between The Willie Taggart Family Foundation, Inc. and the School District of Manatee County. (No Financial Impact)

Financial Impact

There is no financial impact.

Contact

Submitting Department: Student Support

Initiated By: Dr. Laurie Breslin

Attachments:
2025-2025 Willie Taggart Family Fdnt MOU v2.0 KWP.docx

THE TAGGART FAMILY FOUNDATION, INC.
AND
THE SCHOOL BOARD OF MANATEE COUNTY

SCHOOL SERVICES AGREEMENT
2025-2026

This Agreement is entered the 1st day of July 2025, by and between THE TAGGART FAMILY FOUNDATION, INC., hereinafter referred to as "The Provider," and THE SCHOOL BOARD OF MANATEE COUNTY, hereinafter referred to as "The Board." This agreement will expire at the end of the 2025-2026 school year.

THE TAGGART FAMILY FOUNDATION, INC. will provide before-school and/or after-school programs and summer programs for registered Manatee County school students at Lincoln Memorial Middle School.

THE TAGGART FAMILY FOUNDATION, INC. agrees to ensure all employees and volunteers have level II screening, provide these services to all students as capacity allows attending the aforementioned schools, provided appropriate fees are paid and scholarships are made available to students in need.

In addition, only employees of the School District of Manatee County and level II screened individuals may administer and participate in the program that takes place on school grounds unless otherwise modified or amended in writing. The Provider also agrees to run their program in accordance with the school district calendar. The Provider may staff and administer their own program offsite, provided they comply with the safety procedures enumerated above.

I. The Provider Agrees:

A. To provide mentors to work in a before-school, after-school program, and/or summer program for school students attending Lincoln Memorial Middle School.

B. To provide youth-development programs beginning July 1, 2025 and ending on June 30, 2026, to sixth through eighth grade students at the designated middle school.

C. To provide and maintain all necessary materials for the program.

D. To operate out of school time programs. The specific time of operation shall be determined in collaboration with the district's volunteer coordinator and/or Principal. At a minimum the program will run on regular school attendance days.

E. The Provider will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least two million dollars per occurrence and such insurance will name The Board, their Board Members and School District Employees as an additional insured. The Provider will maintain and furnish workers compensation insurance. A certificate of

insurance will be furnished within ten business days from the execution of this agreement. Insurance will be issued on companies acceptable to The Board.

F. To provide a site coordinator or other qualified individual, such as a teacher, paraprofessional or someone who works at the school as program staff. That person will be responsible for the overall supervision and management of the total operation of the program at each designated school.

G. The Provider, to the extent permitted by law, to indemnify and save and hold harmless The Board, including its employees, agents and representatives, and to accept all liability arising out of or resulting from any accident, illness, sickness and personal injuries including death, occurring to persons on school premises and property damage to school premises and to property of others during the time of rental, including reasonable attorney fees, except when such accident, illness, sickness, damage, personal injury, or death is caused by the negligence or fault of The Board, or its agents or employees. The Provider agrees to reimburse The Board for any expenses The Board may incur in defending any such claim that may result from The Provider's use of the facilities, including attorney's fees costs, and payment of any settlement or judgment.

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

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

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

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

J. 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. The School District of Manatee County is under no legal obligation to furnish student records to the Provider. Any records requested by the Provider must be done on an individual basis with proper legal authorization from a legal guardian and/or parent. At no point in time, will the District allow access to their student information system and/or generate reports under the FOCUS system for the Provider.

II. The Board Agrees:

A. To waive the facility usage fees for operation of youth development programs at the designated schools for the times they are in session during the school year and the summer. The Provider will pay any rental fees or dues typically charged by the school district when using school campuses that are not the designated schools. The programs will be in operation on student attendance days. Any special events outside of student attendance days must receive prior approval and facility usage fees may be charged.

B. To provide suitable space and secured storage for the programs as designated by the school principal.

C. To provide general maintenance and cleaning of the program space, including refuse removal.

D. To provide internet access for use in supporting programs.

E. To provide a means for emergency communication when the school office is closed.

F. To 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:

Middle Schools:

- Improved attendance (10% cut-off, percent of students who have more than 10% absences)
- Decreased summer learning loss
- 6-8 ELA & Math: Improved progress towards grade level proficiency on State Progress Monitoring Assessments (administered at beginning, mid-year, and end of year).

- 8th Science: Meeting State Proficiency
- Civics: 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 8th Science

III. Miscellaneous

A. This agreement will remain in effect for the 2025-2026 school year unless terminated by either party by giving written notice to the other party that the agreement will terminate 30 days from receipt of the said notice.

B. The Volunteer Coordinator will serve as the point of contact for resolving program concerns.

C. 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.

D. 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 does not direct or control how to perform such work or services under this agreement.

E. Provider and their employees 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.

F. The Provider and its volunteers are invited and encouraged to participate in all Soar in 4 monthly events, as well as the individual school Soar in 4 events. The Provider is invited to set up a table and provide informational resources to the families and/or educational materials and supplies that align with the topics for each event.

IV. Compliance with Jessica Lunsford Act

Vendors, individuals or entities under contract with the School Board of Manatee County who are permitted access on school grounds when students are present must comply with section 1012.465, Florida Statutes and must meet Level 2 screening requirements as described in Section 1012.32 Florida Statutes. If it is found that a person who is employed or under contract does not meet the Level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until the final resolution of any appeal. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must agree to indemnify and hold harmless the School Board for any claims made against the School Board related to the failure to comply with this requirement.

V. 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.

VI. Student Records

FERPA is a federal law that protects the privacy of student education records, and the PII contained therein, maintained by educational agencies or institutions or by a party acting for the agencies or institutions. The FERPA statute is found at 20 U.S.C. § 1232g and its implementing regulations are set forth at 34 CFR Part 99. FERPA applies to all educational agencies and institutions that receive funds under any program administered by the Secretary of the U.S. Department of Education (Department).

It is expressly understood that the services provided by the Boys & Girls Club do not fall within any exception to FERPA. The School District of Manatee County will not provide any student school records absent a written authorization for each and every student. The District is under no obligation to provide any specific school data for tests, grades or student growth to the Boys & Girls Club, nor any other outside entity on behalf of the Boys & Girls Club.

VII. E-VERIFY:

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

a contract unless each party registers with and uses the federal E-Verify system. The Contracted Site agrees to execute the attached E-Verify form annexed to this agreement.

CONTRACTOR E-VERIFY NUMBER: _____

VIII. Termination

Either party to this agreement may terminate the agreement with 30 days written notice to the other party as listed below.

IX. Entire Agreement

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

THE TAGGART FAMILY FOUNDATION, INC.

_____ _____

Khayla Dorsey Date
Executive Director

SCHOOL BOARD OF MANATEE COUNTY

_____ _____

Kevin Chapman Date
Superintendent

_____ _____

Chad Choate Date
SDMC Board Chair